AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

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

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

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

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 1, 2011 – 5:00 P.M.

Next Resolution # 4715
Next Ordinance # 1459

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- Initiation of litigation pursuant to Government Code §54956.9(c): -0- matter.

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

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) -1- matter
Position/Title: City Manager

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

City Negotiators/Representatives: Eric Middleton (Recruiting Consultant) and Mark Hensley, City Attorney

Unrepresented Employee: City Manager Candidate

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -0- matters
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 1, 2011 - 7:00 P.M.

Next Resolution # 4715
Next Ordinance # 1459

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Father Robert Victoria, St. Anthony Catholic Church

PLEDGE OF ALLEGIANCE – Council Member Don Brann
PRESENTATIONS

a. Presentation from Denise DiPasquale, South Bay Workforce Investment Board.
b. Proclamation announcing March 12, 2011 as California Arbor Day.

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 2581077 to 2581263 on Register No. 10 in the total amount of $805,270.36 and Wire Transfers from 2/04/11 through 2/17/11 in the total amount of $2,425,269.42.

Recommendation – Approve Warrant Demand Registers 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 approve a Joint Powers Agreement between the City of El Segundo and the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) and authorize the City Manager to execute the JPA. (Fiscal Impact: None)

Recommendation – (1) Adopt a resolution approving the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement ("LA IMPACT JPA") and authorize the City's membership in the LA IMPACT Authority; (2) Authorize the City Manager to execute the JPA Agreement; (3) Alternatively discuss and take other action related to this item.

4. Consideration and possible action regarding adoption of Plans and Specifications for the installation of surveillance equipment at the City Police Station. Project No.: PW 11-03 (Fiscal Impact: $100,000)

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

5. Consideration and possible action regarding approval of an agreement between the City of El Segundo and Southern California Edison (SCE) to implement El Segundo Energy Efficiency Strategic Planning Activities. (Fiscal Impact: $$486,500 grant fund award)

Recommendation – (1) Approve an Agreement between the City and SCE; (2) Authorize the City Manager to execute the agreement, in a form approved by the City Attorney, related to the implementation of the Energy Efficiency Strategic Plan; (3) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action to waive El Segundo Municipal Code (ESMC) section 10-1-4 C for the purpose of allowing a “Beer Garden” as a component of Hometown Fair, on Saturday, May 7, 2011, from 12:00-4:00pm, at Library Park. (Fiscal Impact: None)

Recommendation – (1) Approve the request to waive El Segundo Municipal Code (ESMC) section 10-1-4 C for the purpose of allowing a “Beer Garden” as a component of Hometown Fair, on Saturday, May 7, 2011, from 12:00-4:00pm, at Library Park; (2) Alternatively, discuss and take other action related to this item.
CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes –

Council Member Brann –

Council Member Jacobson –

Mayor Pro Tem Fisher –

Mayor Busch –

7. Consideration and possible action to recommend modifications to the Committees, Commissions and Boards (CCB). Fiscal Impact: None
   Recommendation – (1) Approve recommended modifications; (2) Alternatively, discuss and take other action related to this item.
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 –

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: Feb. 24, 2011

TIME: 1:57 p.m.

NAME: [Signature]
PRESENTATIONS

a. Presentation from Denise DiPasquale, South Bay Workforce Investment Board.
Proclamation

WHEREAS, Arbor Day was founded by J. Sterling Morton and first celebrated in the United States in 1872 as a special day for the planting of trees. In the State of California, Arbor Day has been observed since 1911 to enhance appreciation and knowledge of the State’s natural wonders; and

WHEREAS, El Segundo Arbor Day celebrations have been presented annually since 1988 by local youth of TREE MUSKETEERS, and as a result of our City’s commitment to its community forest, El Segundo has been named a Tree City USA since 2003; and

WHEREAS, Arbor Day is a time to recognize the value of our community’s trees that clean the air, reduce noise, absorb smells, produce life sustaining oxygen, prevent erosion, help conserve energy and water, increase property values, enhance the economic vitality of business areas, beautify our community, and wherever trees are planted, they are a source of joy and spiritual renewal that bring people together as neighbors; and

WHEREAS, TREE MUSKETEERS in partnership with the City of El Segundo, its conscientious business citizens, service clubs and residents tall or small will plant trees in El Segundo “East” on March 12, 2011 at 9:30 AM in observance of California Arbor Day; and

WHEREAS, This Arbor Day project further signifies the City of El Segundo’s commitment to the environment and the fight against global warming.

NOW, THEREFORE, the Mayor and members of the City Council of the City of El Segundo, California, join with communities across the State of California in proclaiming March 12, 2011 as California Arbor Day and invite all citizens to participate with TREE MUSKETEERS or to otherwise honor all trees and the young people of our community for the important roles they play in improving our hometown quality of life.

Mayor Eric A. Brand
Mayor Pro Tem Bill Fisher
Council Member Carl Jakobson
Council Member Don Brown
Council Member Suzanne Fuentes
<table>
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<tr>
<th>Code</th>
<th>Fund Name</th>
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<td>104</td>
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<td>STATE GAS TAX FUND</td>
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<td>HYPERION MITIGATION FUND</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: Register checks held for City council authorization to release.

CODES:

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

Void Checks Due to Alignment:
N/A

Void Checks Due to Incorrect Check Date:

Void Checks Due to Computer Software Error:

NOTES

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

DATE: 2/22/11  DATE: 2/22/11
## CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
#### 2/04/11 THROUGH 02/17/11

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<td>SCRMA checks issued</td>
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**DATE OF RATIFICATION: 03/01/11**
**TOTAL PAYMENTS BY WIRE:**

2,425,269.42

Certified as to the accuracy of the wire transfers by:

**Account Specialist II**

[Signature]

Date: 2/17/11

**Director of Finance**

[Signature]

Date: 2/27/11

**City Manager**

[Signature]

Date: 3/2/11

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 15, 2011 – 5:00 P.M.

5:00 P.M. SESSION – Adjourned due to lack of quorum to 5:45 p.m.

CALL TO ORDER – Mayor Busch at 5:45 p.m.

ROLL CALL

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

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SPECIAL ORDER OF BUSINESS:

Assistant City Attorney Karl Berger announced that Council would be meeting in closed session pursuant to the items listed on the agenda and Government Code §54956.9(b) items were related to a claim filed on or about December 2, 2010 regarding 929 McCarthy Court and the Fire Petition initiative discussed on Agenda Item 8.

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

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): -2-
Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.
DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): - 0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -1- matter
Position/Title: City Manager

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

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

Council recessed at 6:50 p.m.
7:00 P.M. SESSION

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

INVOCATION – Pastor Brandon Cash, Oceanside Christian Fellowship

PLEDGE OF ALLEGIANCE – Council Member Suzanne Fuentes

PRESENTATIONS

ROLL CALL

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

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Brian Partlow, resident and Initiative proponent, urged Council to adopt the ordinance or place this item on the likely to be called June 7, 2011, Statewide election.

Marc Renner, resident, spoke regarding the date to pick for an election placing the initiative before the voters. He also spoke about employee salaries.

Mike Robbins, resident, spoke regarding the Fire Initiative and urged Council to not place this on a ballot. He urged Council to schedule it for the April 2012 election date.

Scott Huston, resident, spoke regarding budget restrictions and fire and paramedic protection. He urged Council to adopt the initiative ordinance tonight and if not place it on the earliest possible election date.

Ron Swanson, resident, spoke regarding the initiative and a ballot measure. He suggested placing this on the June 2011 ballot and let the people decide.
Jim Boulgarides, resident, spoke regarding the Fire initiative and suggested letting the people decide.

A. PROCEDURAL MOTIONS

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

   MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher 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

1. Consideration and possible action to select the City of Lawndale to exchange the City of El Segundo's Fiscal Year 2011-2012 and prior year unallocated Community Development Block Grant (CDBG) funds totaling $90,061 at an exchange rate of $0.70 per CDBG dollar, for a total of $63,042.70 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 2011-2012. (Fiscal Impact: $63,042.70).

Tina Gall, CDBG Consultant, gave a report.

   MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Brann to adopt Resolution No. 4709 authorizing the exchange of CDBG funds with the City of Lawndale. Authorized 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 2011-2012. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.
2. Approved Warrant Numbers 2580880 to 2581076 on Register No. 9 in the total amount of $490,175.38 and Wire Transfers from 01/21/11 through 02/03/11 in the total amount of $1,177,281.33. 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.

3. Approved Regular City Council Meeting Minutes of February 1, 2011.

4. Received and filed report without objecting to a modification to an Alcoholic Beverage Control (ABC) license for on-site sale and consumption of beer and wine to allow a 484 square-foot expansion of an existing restaurant (La Paz) with a Type 41 (On-sale Beer and Wine—Eating Place) located at 514 Center Street. Applicant: Jose Mendez, La Paz. (Fiscal Impact: None)

5. PULLED FOR DISCUSSION BY COUNCIL MEMBER BRANN

6. Approved a change order with Matthew and Stewart Company, Inc. for the repair of an 8-inch diameter sanitary sewer pipe at the intersection of Virginia Street and Walnut Ave. (Fiscal Impact: $34,116.22) Authorized the City Manager to approve a payment in the amount of $34,116.22 with Matthew and Stewart Company, Inc., for the removal and replacement of a 8" verified clay pipe and damaged asphalt.

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Brann 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 request from the El Segundo Education Foundation to waive the banner fees per El Segundo Municipal Code section 8-8-7 D1. (Fiscal Impact: $1,780)

MOTION by Council Member Brann, SECONDED, by Council Member Fuentes to waive the banner fees per El Segundo Municipal Code section 8-8-7 D1. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS

7. Consideration and possible action regarding the Fiscal Year 2009-2010 Yearend report and FY 2010-2011 First Quarter Financial Review. (Fiscal Impact: None)

Deborah Cullen, Finance Director, gave a report.
MOTION by Mayor Busch, SECONDED by Council Member Brann to receive and file FY 2009-2010 Yearend and FY 2010-2011 First Quarter Financial Review; FY 2009-2010 --reduce the scheduled transfer from the Economic Uncertainty Fund from $750,000 to $250,000; FY 2010-2011 -- Cancel the budgeted item from the Other Post Employment Benefit (OPEB) Trust drawdown of $750,000 and, alternatively, use a portion of the proceeds from the sale of Fire Station #2 in the Economic Uncertainty Fund to help balance the FY 2010-2011 Budget. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Kate Anderson, Congresswoman Harmon's Deputy Chief of Staff, spoke regarding the date of Congresswoman Harmon's resignation as February 28, 2011. The date of the Special election is currently unknown. The office will still continue to provide services to the public.

REPORTS – CITY MANAGER - NONE

REPORTS – CITY ATTORNEY - NONE

REPORTS – CITY CLERK

8. Consideration and possible action regarding an initiative (the "Initiative") amending the El Segundo Municipal Code to transfer all functions of the El Segundo Fire Department to the Consolidated Fire Protection District of Los Angeles County (aka the Los Angeles County Fire Department).

City Clerk Mortesen gave a report.

MOTION by Council Member Brann, SECONDED by Mayor Busch to adopt Resolution No. 4710 certifying the Initiative as qualifying for the ballot as amended. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Jacobson to schedule the election for April 10, 2012. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR PRO TEM FISHER, COUNCIL MEMBERS JACOBSON AND FUENTES; NOES: MAYOR BUSCH AND COUNCIL MEMBER BRANN. 3/2

MOTION by Council Member Jacobson, SECONDED by Council Member Fuentes to adopt Resolution No. 4711 calling for a election on April 10, 2012. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR PRO TEM FISHER, COUNCIL MEMBERS JACOBSON AND FUENTES; NOES: MAYOR BUSCH AND COUNCIL MEMBER BRANN. 3/2
MOTION by Council Member Fuentes, SECONDED by Council Member Jacobson to adopt Resolution No. 4712 requesting that the Los Angeles County Board of Supervisors provide election services to the City regarding the Election. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR PRO TEM FISHER, COUNCIL MEMBERS JACOBSON AND FUENTES; NOES: MAYOR BUSCH AND COUNCIL MEMBER BRANN. 3/2

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Jacobson to adopt Resolution No. 4713 regarding ballot arguments, MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR PRO TEM FISHER, COUNCIL MEMBERS JACOBSON AND FUENTES; NOES: MAYOR BUSCH AND COUNCIL MEMBER BRANN. 3/2

MOTION by Council Member Jacobson, SECONDED by Council Member Fuentes, to adopt Resolution No. 4714 directing the City Attorney to prepare an impartial analysis. MOTION PASSED BY THE FOLLOWING VOICE VOTE. AYES: MAYOR PRO TEM FISHER AND COUNCIL MEMBERS JACOBSON AND FUENTES, NOES: MAYOR BUSCH AND COUNCIL MEMBER BRANN. 3/2

REPORTS – CITY TREASURER - Spoke regarding the low-flow toilets being exchanged for regular toilets.

REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes – Spoke regarding the speakers at the Women’s Club. Reminded everyone to purchase their dog license.

Council Member Brann – NONE

Council Member Jacobson – NONE

Mayor Pro Tem Fisher – NONE

Mayor Busch – Spoke regarding the El Segundo High School Varsity Basketball Team.

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.

Scott Houston, resident, expressed his disappointment with Council’s decision to have the election in April of 2012.
Marc Renner, resident, spoke in favor of the April 12, 2012 election date.

Mike Robbins, resident, spoke regarding a contract of adhesion. He also spoke regarding paramedic transport.

MEMORIALS – NONE

CLOSED SESSION – NONE

ADJOURNMENT at 9:07 p.m.

Cindy Mortesen, City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
SATURDAY, FEBRUARY 19, 2011 – 8:30 A.M.

CALL TO ORDER – Mayor Busch at 8:30 a.m

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Present
Council Member Fuentes - 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 before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250.

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

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -1- matter
Position/Title: City Manager

ADJOURNMENT at 4:58 p.m.

Cindy Mortesen
City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
MONDAY, FEBRUARY 21, 2011 – 6:30 P.M.

CALL TO ORDER – Mayor Busch at 6:30 p.m.

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Present
Council Member Fuentes - 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 before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250.

Curt Crowson, El Segundo Firefighters’ Association Board Member; spoke regarding the Fire Initiative, Measure P, offered payment of the costs of a Special Stand Alone Election for this matter. He requested that Council call a special meeting to consider this item. He stated he had two checks from the Firefighters’ Association. One check for $35,000 to cover the estimated costs associated with a Consolidated Special Election and another check for $25,000 to be used to cover any remaining costs associated with a stand alone City Special Election in the event a 2011 Statewide Special Election or a 2011 Congressional Special Election are not held.

Mike Robbins, Resident; spoke regarding the Firefighter Association’s offer to pay for a stand alone special election.

Liz Garnholz, Resident; spoke regarding the Fire Initiative, and their offer to pay for a stand alone special election. She also spoke regarding the new City Manager’s salary and benefits.

City Attorney, Mark Hensley, stated that the automatic doors to City Hall are not intentionally locked. There seems to be a malfunction. We are watching closely and if anyone approaches the door it will be manually triggered to open.

Special Orders Of Business:

1. Appointment of labor negotiators for purposes of negotiating an employment agreement with the City Manager candidate.

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Brann to appoint Eric Middleton, Consultant (Recruiter), and Mark Hensley, City Attorney, as the City’s negotiators. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

2. Consideration and possible action regarding Council authorization of one or more of its members drafting the argument and rebuttal arguments against Measure P (Fire Services Ballot Measure set for the April 10, 2012 election).
MOTION by Council Member Fuentes, SECONDED by Mayor Pro Tem Fisher to appoint Council Member Fuentes the author of argument and rebuttal argument against Measure P, and have as many Council Members who wish to sign the argument sign it. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CLOSED SESSION: 6:56 P.M.

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:

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -1- matter
Position/Title: City Manager

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -1- matter
City Negotiators/Representatives: Eric Middleton, Consultant and Mark Hensley, City Attorney and/or other individuals appointed pursuant to agenda item no.1 above.
Unrepresented Employee: City Manager Candidate

ADJOURNMENT at 8:56 p.m.

______________________________
Cindy Mortesen, City Clerk
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: March 1, 2011
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action to approve a Joint Powers Agreement between the City of El Segundo and the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) and authorize the City Manager to execute the JPA. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Adopt a resolution approving the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement ("LA IMPACT JPA") and authorize the City's membership in the LA IMPACT Authority;
2. Authorize the City Manager to execute the JPA Agreement; and
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. LA IMPACT Joint Powers Agreement
2. Proposed Resolution

FISCAL IMPACT: None

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

ORIGINATED BY: Bob Turnbull, Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

Inaugurated on July 1, 1991, the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) is a compilation of numerous Federal, State and local Law Enforcement agencies in Los Angeles County whose primary focus is to investigate major crimes, with an emphasis on dismantling mid to major level drug trafficking organizations. The task force was founded by the Los Angeles County Police Chiefs' Association, who currently act as the Board of Directors.

LA IMPACT is one of the most prolific, innovative and progressive crime task forces in the country through its wide range of abilities and expertise. Many of the task force members are seasoned investigators from a myriad of different disciplines who possess expertise outside the realm of narcotic enforcement. This enables LA IMPACT to provide a diverse range of...
investigative services in the areas of property crimes, financial crimes and crimes against persons, in addition to narcotic enforcement during times of mutual aid by requesting entities.

LA IMPACT’s primary area of expertise is narcotic enforcement. The task force is known for its surveillance capabilities and possesses the most extensive surveillance resources in California. LA Impact has specialized proficiency in the following areas: major drug trafficking organizations, money laundering, clandestine laboratory investigations, transportation and parcel interdiction, and gang enforcement. LA IMPACT is the primary clandestine laboratory response team for Los Angeles County.

Although the mission of LA IMPACT is to address drug trafficking, Los Angeles County is considered by many to be the epicenter of street gang activity and has been plagued by the threat of gang violence and illegal drug activity for many years. As gang memberships have multiplied and crossed jurisdictional lines, rivalries have developed resulting in an escalation of violence. Gangs and drugs are two words that are synonymous. Control of the drug sales in a specific geographic area is very critical to a gang.

Therefore, LA IMPACT has taken an aggressive enforcement approach and investigates gangs as a Criminal Organization by identifying the gang leaders and its hierarchy in an attempt to disrupt and ultimately dismantle the criminal organization.

Decision to Form a Joint Powers Authority

In 2005, the California Court of Appeal issued a decision stating that LA IMPACT, though not intended by member agencies to be a separate public entity, was, in fact, a local public agency whose Board of Directors meetings are subject to the open meeting requirements of the Ralph M. Brown Act.

Additionally, LA IMPACT was sued in two civil lawsuits involving claims by former non-sworn contract employees. While both lawsuits were settled in the summer of 2009, the current MOU does not provide a formal mechanism to address the question of, when litigation is commenced against LA IMPACT, whether LA IMPACT or member agencies are required to fund the defense of the litigation and any settlement or judgment that may result.

In light of the Court of Appeal’s 2005 decision and the two lawsuits against the task force, the Board of Directors believes that operating under the informal arrangement of an MOU is no longer prudent, and that it would be in LA IMPACT’s and its members’ best interests to formally organize itself as a Joint Powers Authority governed by an Agreement that explicitly addresses these and other issues of legal concern.

DISCUSSION:

For the past two years, a working group of Police Chiefs and City Attorneys have been meeting to review the issues associated with maintaining and operating LA IMPACT.

The JPA will become effective after not less than ten (10) cities have authorized and executed the Agreement, and forty-five days have elapsed after not less than ten (10) cities have authorized and executed the agreement.
JPA Key Points

Under the JPA, LA Impact will possess the following powers:

(1) To make and enter into contracts, including but not limited to, agreements for the purpose of purchasing/leasing and or disposing of supplies and equipment;

(2) To make and enter into contracts with public entities as Associate Members;

(3) To receive compensation, gifts, contributions and donations of property, funds, services and other forms of financial assistance;

(4) To acquire, construct, manage, maintain or operate any building, works or improvements;

(5) To sue and be sued in its own name;

(6) To apply for, receive and utilize appropriate grants under any Federal, state or local programs for assistance;

(7) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the individual respective Members;

(8) To appoint/hire officers, employees, agents or consultants, and adopt personnel rules and policies governing officers and employees;

(9) To reimburse Member’s overtime expenditures for their personnel as set forth by the Executive Director of the Authority;

(10) To distribute proceeds from asset forfeiture seizures to Members and Associate Members as specified by the Agreement in accordance with rules and formula developed by the Board of Directors;

(11) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board of Directors;

(12) To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

Governance

LA Impact will be governed by a Board of Directors, comprised of the President of the Los Angeles County Police Chief’s Association, the Police Chief of the law enforcement agency of each member City, the Los Angeles County Sheriff or Undersheriff, and a representative of any Federal or State agency which is a Member. The Board will also establish a thirteen (13) member Executive Committee, which includes the President of the Los Angeles County Police Chief’s Association and the Chair of the Authority. An Executive Director will administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board of Directors and the Executive Committee. The Executive Director will provide for the appointment of support staff as may be necessary.
**Operating Budget**

Currently the LA IMPACT budget is approximately $4.6 million per year with the majority of the funding coming from Federal and State grants, in addition to asset forfeitures. Each agency is currently responsible for the member’s salary and benefit package, and this arrangement will remain in place. LA IMPACT will also continue to reimburse each agency with a certain number of hours per month of overtime.

In order to encourage maximum participation, the JPA is set up so that Members may withdraw without cost or penalty for a period of up to 180 days after the Authority adopts Bylaws.

**Conclusion**

As mentioned above, El Segundo is a current member of LA IMPACT. In light of the benefits and opportunities to help shape the policies of LA IMPACT going forward, coupled with the fact that there is a minimum of a 180 days period after Bylaws are adopted to withdraw from LA IMPACT with no penalty or cost, there is no “down-side” to becoming an LA-Impact Member City at this time.

Therefore, staff recommends that the City Council adopt the attached Resolution.
JOINT POWERS AGREEMENT FOR
LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE
(L.A. IMPACT)

This Agreement is executed by and among those public agencies, duly organized and existing, which are parties signatory to this Agreement. All such public agencies, hereinafter each called a Member, shall be listed in Exhibit A to the Agreement. This Agreement is dated January 27, 2011 for reference purposes.

Each public agency executing this Agreement shall be referred to individually as “Member,” with all referred to collectively as “Members.”

RECITALS

WHEREAS, the Members have and possess the power and authorization to organize and establish a consolidated law enforcement task force to address criminal justice issues for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Members propose to join together to establish, operate, and maintain a joint powers authority for the purpose of integrating resources and investigative efforts to address emerging criminal justice issues and for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request services for the benefit of their lands and inhabitants; and

WHEREAS, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et seq. (the “Act”), to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

“Act” shall mean the Joint Exercise of Powers Act, in California Government Code Section 6500 et seq.

“Authority” shall mean the LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (L.A. IMPACT) created by this Agreement.
"Associate Member" means a public agency which is a party to an Associate Membership Agreement entered into between the Authority and such public agency pursuant to Article 4 hereof.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Bylaws" shall mean guidelines adopted by the Board of Directors setting forth policies and procedures for the operation of the Authority and for the exercise of the Board’s powers granted in this Agreement.

"Controller" shall mean the chief financial officer designated with the primary responsibility for financial accounting and reporting.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code, as it may be amended from time to time.

"Member(s)" means any public agency as the term “public agency” is defined by Section 6500 of the Joint Powers Law, which includes, but is not limited to, any federal, state, county, city, public corporation, public district of this state or another state, or any joint powers authority formed pursuant to the Joint Powers Law by any of these agencies which has executed this Agreement and has become a member of the Authority.

ARTICLE 2
PURPOSES

2.01 The purpose of the Authority is to establish a separate organization for the exercise of powers common to the Members, which may include promoting coordinated law enforcement efforts and facilitating the integration, investigation and sharing of criminal justice information, data, and issues in the manner set forth in this Agreement.

2.02 The Authority is intended to promote coordinated law enforcement efforts, and to address emerging criminal justice issues throughout the Los Angeles County area and other areas that appear to have a connection or nexus to Los Angeles County, encouraging maximum cooperation between all law enforcement and prosecutorial agencies, and promoting the safety of both police personnel and the public, accomplished in an effective manner within constitutional guidelines, including but not limited to:
a) Target, investigate, and cause to be prosecuted individuals who organize, direct, finance, or otherwise engage in drug trafficking enterprises or money laundering, placing a high priority on those subjects engaged in the importation of drugs and to interdict such illicit supply lines and seize their drugs.

b) Identify, cause to be prosecuted and ultimately cause to be convicted drug traffickers and to seize assets derived through drug trafficking through the effective methods of a task force approach.

c) Use short and long term investigations to focus on the eradication of criminal activity within street gangs by extracting the criminal hierarchy and disrupting the organizational flow of street gangs.

d) Assist Members or Associate Members, when requested, in criminal investigations, lending of equipment, sharing of information, providing support personnel, specialized expertise, training or other needs that the Authority can provide at the time the request is made.

e) Assist non-Member agencies, when requested and with the approval of the Executive Director or designee, in criminal investigations, lending of equipment, sharing of information, providing support personnel, specialized expertise, training or other needs that the Authority can provide at the time the request is made.

f) Apply for grants and implement programs to address issues of narcotics, terrorism and Homeland Security.

ARTICLE 3
PARTIES TO AGREEMENT; EFFECTIVE DATE

3.01 Each Member, as a party to this Agreement, certifies that it intends to and does contract with all other Members as parties to this Agreement and with such other public agencies as later may be added as parties to this Agreement.

3.02 This Agreement shall become effective, and the Authority shall come into existence, when the following event occurs (the “Effective Date”):

a) This Agreement is authorized and executed by not less than ten (10) public agencies; and

b) Forty-five days has elapsed after the authorization and execution by not less than ten (10) public agencies.

3.03 The Board shall also designate a period, which shall be not less than 180 days after the Bylaws are adopted, during which Members may submit written
notice of immediate withdrawal from the Authority. There will be no costs for any Member that withdraws from the Authority within this time period. It is the intent of the Members that Bylaws will be developed and adopted by the Board, as authorized under Section 6.04(a), and that the Authority will seek applicable and necessary liability coverage during this period.

Notice shall be given to all Members pursuant to Section 18.02 within five (5) days of adoption of the Bylaws. The notice shall include a copy of the adopted Bylaws and a statement of the extent and type of liability coverage which the Authority can obtain. After the Bylaws have been adopted, Members may withdraw from the Authority during the specified period in accordance with the provisions of this Section 3.03. After expiration of said stated time period, any Member may withdraw from the Authority in accordance with Article 16 hereinbelow.

ARTICLE 4
ASSOCIATE MEMBERSHIP AGREEMENT

4.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any public agency upon the approval thereof by the Board.

4.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

a) State that the public agency is an Associate Member of the Authority.

b) Specify that the purpose of the Associate Membership Agreement is (i) to facilitate cooperation between law enforcement agencies to carry out the stated purposes of the Authority; and/or (ii) to contribute law enforcement personnel, who shall remain under the general direction and control of the respective Associate Member agency to which they belong, to the Authority to assist in carrying out the activities of the Authority.

c) Restrict the powers and obligations of such public agency with respect to the Authority to those enumerated in this Article 4;

d) Specify that such public agency shall not have the power to: (i) vote on any action to be taken by the Authority; or (ii) appoint a Director to the Board;

e) Specify the fees, if any, to be charged such public agency for its participation in the Authority; and
f) Specify to what extent, if any, the Associate Member may share in asset distributions.

4.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Directors may take into account any criteria deemed appropriate to the Directors.

ARTICLE 5
POWERS

5.01 The Authority shall possess in its own name, and the Members delegate to it, the following enumerated powers:

a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to purchase/lease and/or dispose of supplies and equipment.

b) To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity, in accordance with applicable Los Angeles County Conflict of Interest Code and State conflict of interest laws.

c) To sue and be sued in its own name.

d) To apply for appropriate grants under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.

e) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of the individual respective Members.

f) To appoint committees, adopt rules, regulations, policies, Bylaws, and procedures governing the operation of the Authority.

g) To add Members or Associate Members to the Authority as approved by the Authority Board of Directors and the existing Members as provided herein.

h) To appoint/hire officers, employees, agents, or consultants and adopt personnel rules and policies governing officers and employees.

i) To reimburse Members for overtime expenditures of a Member’s contributed personnel who is/are assigned to assist in carrying out the activities
of the Authority as directed by the Executive Director of the Authority and approved by the Executive Committee in accordance with Section 13.06 of this Agreement. Said overtime expenditures, if any, shall be paid in accordance with all applicable State and Federal laws, including the Fair Labor Standards Act.

j) To purchase equipment with prior approval by the Executive Director and pursuant to a purchasing policy adopted by the Board of Directors in accordance with Section 5.04.

k) To distribute proceeds from asset forfeiture seizures to Members, and to Associate Members as applicable, in accordance with rules and formula specified in the Bylaws and applicable Federal and State law.

l) To assign personnel contributed from the Members or Associate Members to positions that fulfill the needs of the Authority, who shall remain under the general direction and control of the respective Member or Associate Member agency to which such personnel belong.

m) To invest and manage Authority funds, by and through the Treasurer, in accordance with State law.

n) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board.

o) To exercise such other powers and authority as are necessary and proper to carry out its functions herein, and as provided in the Act.

5.02 Each Member expressly retains all rights and powers to investigate, finance, plan, develop, construct, equip, maintain, repair, manage, operate and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own criminal justice needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the Authority created herein, shall not have the power to impair or control any of the Members' respective rights, powers, or title to such investigations, equipment, facilities, properties, information, and projects, nor shall any Member be required to provide additional personnel, equipment, or services to the Authority than as provided in this Agreement, without the written consent of the Member.

5.03 Each Member expressly retains all rights and powers to use other funds or funding sources to investigate, finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their criminal justice needs.

5.04 Pursuant to and to the extent required by Government Code Section 6509, including the power to contract, the Authority shall be restricted in the exercise of
its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers; provided that, if the City of Los Angeles shall cease to be a Member, then the Authority shall be restricted in the exercise of its power in the same manner as the City of Long Beach.

ARTICLE 6
ORGANIZATION

6.01 Composition of Board. The Authority shall be governed by the Board of Directors, which shall be composed of the President of the Los Angeles County Police Chiefs Association, the Police Chief of the city law enforcement agency of each Member city, the Los Angeles County Sheriff, and any designated representative of any Federal or State agency which is a Member. The Police Chief of the City of Los Angeles and the Los Angeles County Sheriff may designate an alternate to act in his/her place on the Board, provided the alternate is a person at executive command rank. Each Member shall provide a written designation of its Director representative to the Authority. The Board shall maintain a list of all current Members in good standing who serve on the Board, including but not limited to any Federal or State agency which is a Member. The Board of Directors may allow for an alternate of the designated representative to the Authority in accordance with the Bylaws of the Authority.

6.02 Termination of Status as Director. A Director shall be removed from the Board of Directors upon the occurrence of any one of the following events:

a) The withdrawal or removal of the Member from the Authority;

b) The death or resignation of the Director;

c) The Authority’s receipt of written notice from the Member that the Director is no longer qualified as provided in Section 6.01 of this Article.

6.03 Compensation. Directors and their alternates, if any, are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in the performance of services for the Authority where such expenses are not paid by the employing Member.

6.04 Powers of Board. The Board of Directors shall have the following powers and functions:

a) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons. The primary objective of the Board is to establish overall policy and strategy. As such, the Board may adopt Bylaws or other guidelines setting forth policies and procedures for the operation of the Authority and for the exercise of the Board’s powers granted herein.
b) The Board shall form an Executive Committee, as provided in Article 8. The Executive Committee may exercise all powers or duties of the Board, except (i) the adoption of the Authority's annual budget or any amendments thereto, (ii) the adoption of the Bylaws or any amendments thereto, and (iii) the issuance of bonded debt, which powers are expressly reserved to the Board. All actions by the Executive Committee shall be subject to review, and approval, modification or disapproval, by the Board at its discretion.

c) The Board may form, as provided in Article 10, such other advisory committees as it deems appropriate or it may delegate such power to the Executive Committee in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board.

d) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. To the extent that the budget includes funding by Members, such funding is subject to approval by the governing bodies of those Member agencies. Adoption of the budget may not be delegated.

e) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 10 and 13 of this Agreement.

f) The Board shall develop the rules and formula for the distribution of proceeds from asset forfeiture seizures, consistent with applicable Federal and State law, to its participating Members and Associate Members which are reasonably related to each such participant's contribution of personnel and/or participation in the activities of the Authority.

g) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority including but not limited to adopting contracting and purchasing rules and regulations, in accordance with Section 5.04, internal financial controls, personnel rules and regulations, and similar rules and regulations consistent with State law governing public agencies.

h) Meetings of the Board of Directors, Executive Committee, and any other "legislative body" of the Authority, as that term is defined in Section 54952 of the Government Code, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

ARTICLE 7
MEETINGS OF THE BOARD OF DIRECTORS

7.01 Regular Meetings. The Board of Directors shall hold at least two (2) regular meetings each year. The Board of Directors shall fix by resolution or in
the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held.

7.02 Minutes. The Authority shall have minutes of each regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

7.03 Quorum. A majority of all members of the Board and the Executive Committee, respectively, is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting of the Board or the Executive Committee is sufficient to take action unless otherwise provided in the Bylaws; except that a majority of all members of the Board is required in order to take action on: (i) the adoption of the Authority's annual budget and any amendment(s) thereto, (ii) the adoption of the Bylaws and any amendment(s) thereto, and (iii) the issuance of any bonded debt of the Authority. However, less than a quorum may adjourn from time to time but may not take action on matters before the Board or Executive Committee.

7.04 Voting. Each Member of the Board shall have one vote.

ARTICLE 8
EXECUTIVE COMMITTEE

8.01 The Board shall establish an Executive Committee which shall consist of a total of thirteen (13) Directors selected from the Board, which shall include the President of the Los Angeles Police Chiefs Association, the Sheriff of the County of Los Angeles or his/her designee (provided such designee shall be at an executive command level) and the Chair of the Authority designated pursuant to Article 9. Except as otherwise provided herein, the composition, the terms of office of the Directors, and the conduct of the Executive Committee shall be as provided in the Bylaws. The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section 6.04(b), or as otherwise delegated to it by the Board.

8.02 Each Director on the Executive Committee shall be confirmed and approved by the Board of Directors, and, with the exception of the President of the Los Angeles County Police Chiefs Association, must be a Member with personnel assigned to the taskforce.

8.03 Any vacancy on the Executive Committee shall be filled by the Board within ninety (90) days of the vacancy.

ARTICLE 9
OFFICERS
9.01 The Board shall nominate and elect a Chair, Vice Chair, and Secretary of the Authority, each for a term of two (2) years, from among the Directors at its last meeting of every other Fiscal Year. Each officer shall assume the duties of the respective office upon election. If an officer ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary and as provided in the Bylaws.

ARTICLE 10
COMMITTEES

10.01 The Board may establish advisory committees as it deems appropriate or it may, in the Bylaws or by resolution, delegate such power to the Executive Committee. Members of committees shall be appointed by the Board or the Executive Committee. Each committee shall have those duties as determined by the Board or the Executive Committee or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson, and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee.

ARTICLE 11
LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

11.01 The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

The Authority shall acquire and maintain insurance protection as is necessary to protect the interest of the Authority and its Members in its administration of the Authority in accordance with Section 14.06 below.

ARTICLE 12
STAFF

12.01 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Executive Committee:
a) **Executive Director.** The Executive Director shall administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall be responsible for all minutes, notices and records of the Authority; shall administer all contracts; may enter into contracts within authority set by the Board or Executive Committee, and shall perform such other duties as are assigned by the Board or Executive Committee. The Executive Director shall be a peace officer employed by one of the Members or Associate Members of the Authority and shall have obtained senior law enforcement management rank that will provide a range of operational capability to the Authority.

b) **Legal Counsel.** With the approval of the Board, legal counsel shall be provided by one or more Member agencies to serve as general counsel ("General Counsel") to the Authority, except to the extent that among those agencies, conflicts of interest prevent such representation. The specific and ongoing duties of General Counsel may be rotated, as determined among those agencies, and shall be on a voluntary basis at no cost to the Authority. However, nothing in this Agreement shall prevent or be construed to prevent the Authority from seeking and engaging legal counsel from a private legal firm to handle any matter, subject to the approval of the Executive Committee.

12.02 **Support Staff.** Subject to the approval of funding in the Authority's budget and to the general supervision and direction of the Board and Executive Committee, the Executive Director shall provide for the appointment of such other staff as may be necessary for the administrative support of the Authority, which staff shall be employees of the Authority. Upon mutual agreement, a Member may provide supplemental administrative support services in exchange for reimbursement by the Authority, or as a contribution credit for services. Administrative personnel of a Member performing these functions remain employees of the contributing Member, and are not employees of the Authority.

12.03 **Treasurer and Controller.** Pursuant to Section 6505.5 of the Act, the City of La Verne Treasurer and Controller are hereby designated as the Treasurer and Controller, respectively, of the Authority. The Treasurer shall be the depository and have custody of all funds of the Authority. The Controller shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Treasurer and Controller shall have the duties and obligations set forth in Section 6505 and 6505.5 of the Act, as those sections may be amended from time to time. To the extent permitted by the Act, the Board of Directors may change the Treasurer and Controller of the Authority to any person or entity that is authorized by the Act to occupy such offices.

12.04 **Compensation.** With the exception of payments to the City of La Verne for work performed by the Treasurer and Controller, per a written agreement
approved by the Board of Directors for financial services, there shall be no direct compensation paid by the Authority to any individuals contributed by a Member or Associate Member agency to serve in the capacity as an officer of the Authority, such as the Executive Director, Treasurer, General Counsel, or any other individuals who are employed by a Member or Associate Member agency and contributed to the Authority under this Article 12. The Authority shall consider the services of such personnel as part of a formula for the purpose of the distribution of proceeds from asset forfeiture seizures as provided in Section 5.01(k) to the contributing Member or Associate Member, unless direct reimbursement is otherwise authorized pursuant to Section 12.02 or Section 13.06 of this Agreement.

12.05 Personnel Contributed by Members. Participating personnel (both sworn and non-sworn) assigned to the Authority by a Member or Associate Member shall not be considered employees or contractors of the Authority for any purpose. Such personnel shall during the period of assignment remain employees of the assigning Members or Associate Members.

ARTICLE 13
BUDGET, OPERATING FUNDS, AND AUDITS

13.01 Annual Budget. The Executive Director will prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

13.02 Disbursement of Funds. The Executive Director or his/her designee shall cause to have warrants drawn for the payment of funds or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and by-laws adopted by the Board. The Executive Director may apply for and receive and use credit cards for the sole purpose of conducting Authority business in accordance with written rules and regulations adopted pursuant to AB 1234.

13.03 Accounting. All funds received by the Authority shall be placed in the custody of the Treasurer. These funds shall be given object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for by the Controller in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Executive Committee on a quarterly basis, unless otherwise required by the Board of Directors.

13.04 Approval of Expenditures. All expenditures within the approved budget shall be made upon the approval of the Executive Director in accordance with the rules, policies, and procedures adopted by the Board.
13.05 Records and Audit. The Controller shall cause to be kept accurate and correct books of account showing in detail all financial transactions of the Members relating to the Authority, which books of account shall correctly show any receipts and also any costs, expenses, or changes paid or to be paid to a Member. Said books and records of the Authority in the hands of the Controller shall be open to inspection at all times during normal business hours by any representative of a Member, or by any accountant or other person authorized by a Member to inspect said books of records. The Controller shall cause the books of account and other financial records of Authority to be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformity with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors and the Executive Committee when completed.

13.06 Compensation of Contributed Personnel. All participating personnel contributed and assigned to the Authority by a Member or Associate Member shall have their salary, benefits, and overtime paid by the respective Member or Associate Member. The Authority may, but is not obligated to, reimburse a Member or Associate Member for the overtime of sworn personnel and/or for salary, benefits and overtime of non-sworn personnel contributed for administrative support as authorized by Section 5.01(i) and Section 12.02, respectively and as approved by the Executive Director. It shall be the responsibility of the Authority to institute an auditing system wherein the hours worked by each individual will be documented and reported on a weekly basis, listing case reference numbers for submission in a timely manner to the individual’s contributing agency.

ARTICLE 14
INDEMNIFICATION AND INSURANCES

14.01 Obligations of the Authority. The debts, liabilities and obligations of the Authority (“Authority Obligations”) shall be the debts, liabilities and obligations of the Authority alone. The Authority Obligations shall not constitute debts, liabilities and obligations of any individual Member, and the Members shall have no liability therefore.

14.02 Contributed Member Employees. The Members acknowledge that each Member may be contributing and assigning its own personnel to a cooperative pool of personnel to provide service to the Authority. Each such contributing Member shall be solely responsible for and retain all debts, liabilities, and other obligations for all activities of its employees while acting in the course and scope of their assignment to the Authority, and shall maintain sufficient insurance
coverage, as determined by the Member, in effect at all times to cover any such
claim, loss, liability, or obligation, or otherwise provide for payment of such
liability. Members may elect to self insure any insurance obligation under this
Agreement.

14.03 Member Indemnity for General Liability of Contributed Employee. Except
as provided in Section 18.05, each Member shall protect, defend, indemnify, and
hold free and harmless the Authority and the other Members, their respective
elected and appointed boards, officials, officers, agents, volunteers, and
employees from and against any and all liabilities, damages, loss, cost, claims,
expenses, actions, or proceedings of any kind or nature caused by a contributed
employee of the Member who is performing Authority law enforcement or support
functions, including, but not by way of limitation, injury or death of any person,
injury or damage to any property, including consequential damages and
attorney's fees and costs, resulting or arising out of or in any way connected with
the alleged willful or negligent acts or alleged failure to act in the course and
scope of carrying out their responsibilities in the performance of their duties to
the Authority and for which each Member shall maintain sufficient liability
coverage, pooled self-insurance coverage, or a program of self-insurance, which
includes coverage for contractual promises to indemnify, in effect at all times as
determined by the Board of Directors, to cover any such damage claim, loss,
cost, expense, action, proceeding, liability, or obligation.

14.04 Member Indemnity for Workers Compensation Liability of Contributed
Employee. Each Member shall fully indemnify and hold harmless the Authority
and each other Member, its officers, employees and agents, from any claims,
losses, fines, expenses (including attorneys' fees and court costs or arbitration
costs), costs, damages or liabilities arising from or related to (1) any workers'
compensation claim or demand or other workers' compensation proceeding
arising from or related to, or claimed to arise from or relate to, employment which
is brought by an employee of the respective agency or any contract labor
provider retained by the law enforcement agency, or (2) any claim, demand, suit
or other proceeding arising from or related to, or claimed to arise from or relate
to, the status of employment (including without limitation, compensation,
demotion, promotion, discipline, termination, hiring, work assignment, transfer,
disability, leave or other such matters) which is brought by an employee of the
law enforcement agency or any contract labor provider retained by the law
enforcement agency.

14.05 Risk Management. The Authority shall employ the principles of sound risk
management in its operations. Risks of loss shall be identified, evaluated, and
treated in a manner that protects the Authority and each Member from adverse
financial consequences. This may be accomplished in part through the purchase
of appropriate commercial insurance. The Board of Directors may designate a
Risk Manager from one of the Members (the "Authority Risk Manager") who shall
act in an advisory capacity to the Board to provide guidance in the area of risk

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management, loss control, insurance procurement, and claims management. The Authority Risk Manager or his/her designee will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

14.06 Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority.

ARTICLE 15
MEMBER RESPONSIBILITIES

15.01 Each Member shall have the following responsibilities:

a) To appoint its Director, or alternate as may be allowed, to or remove from the Board as set forth in Article 6.

b) To consider proposed amendments to this Agreement as set forth in Article 18.

c) To make contributions in the form of membership premiums, assessments, and fees, if any, in accordance with the Bylaws and as determined by the Board, for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. Any such contributions are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.

d) To provide to the Authority such other information or assistance as may be necessary for the Authority to carry out crime prevention programs as determined by the Board.

ARTICLE 16
ADMISSION AND WITHDRAWAL OF PARTIES

16.01 Public agencies with law enforcement departments and federal and California law enforcement agencies may become Members of the Authority
upon approval and execution of this Agreement and under such terms and conditions as are determined by the Bylaws and upon approval of the Board.

16.02 The Executive Director shall file a notice of this Agreement within 30 days of its effective date with the office of the California Secretary of State, as required by Government Code Section 6503.5. Upon any change in membership, the Executive Director/Secretary shall file a notice of such change of membership within 10 days of its effective date with the Secretary of State and with the county clerk of each county in which the Authority maintains an office, as required by Government Code Section 53051.

16.03 Members may withdraw from the Authority in accordance with the following procedures and conditions:

   a) A Member may withdraw as provided and in accordance with Section 3.03 of this Agreement.

   b) After the expiration of the period provided in Section 3.03, a Member may withdraw as follows:

      1) Effective Date of Withdrawal for a Member or Associate Member. Such withdrawal shall become effective sixty (60) days following the giving of written notice of withdrawal of participation by any Member or Associate Member agency to the Executive Director. This 60-day period will provide for the timely transfer of assignments and the selection of replacement personnel.

      2) Disposition of Assets Upon Withdrawal. Upon the withdrawal of a Member or Associate Member, that agency will receive its allocation of assets, including asset forfeiture funds, accrued until the date of withdrawal. Such allocation shall be reduced by the amount of any delinquent fees or assessments owed by the Member or Associate Member.

16.04 The Board of Directors may terminate membership of any Member or Associate Member upon majority vote of the entire Board, upon the effective date set by the Board.

ARTICLE 17
DISSOLUTION AND DISPOSITION OF ASSETS

17.01 Except as provided herein, the Members agree that all supplies and equipment purchased by the Authority shall be owned and controlled by the Authority as its sole and separate property and not as property of any Member.

17.02 The Authority shall continue to exist and exercise the powers herein until the Authority is terminated and dissolved by a vote of two-thirds of the entire Board of Directors; provided, however, that no such dissolution shall be complete and final until the Authority has satisfactorily disposed of all financial obligations
and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the Authority.

17.03 Termination shall occur upon:

   a) The written consent of two-thirds of the Board of Directors; and  
   b) Full satisfaction of all outstanding financial obligations of the Authority; and  
   c) All other contractual obligations of the Authority have been satisfied.

17.04 In the event of such termination of the Authority, any funds remaining following the discharge of all debts and obligations shall be disposed of by distribution to each Member who is on the Board immediately prior to the termination of the Authority, a share of such funds proportionate to the contribution made to the Authority by the Member which have accrued during its participation, to the extent determined by the Board in its sole discretion to be fair and equitable and consistent to the distribution of assets as specified in the Bylaws.

17.05 Notwithstanding any other provisions of the Agreement, the Members agree to abide by the following procedure for selling of equipment in the event the Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, each Member shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Members in a manner consistent with the distribution of assets as provided in the Bylaws, and any modifications to that formula adopted by the Board.

ARTICLE 18
MISCELLANEOUS

18.01 Amendments. This Agreement may be amended with the majority approval of the Members; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the Authority.
18.02 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The party may give notice by:

- Personal delivery;
- E-mail;
- U.S. Mail, first class postage prepaid;
- Facsimile; or,

Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- The date of personal delivery;
- The fifth business day following deposit in the U.S. mail, when sent by “first class” mail; or,

- The date of transmission, when sent by e-mail or facsimile.

18.03 Effective Date. This Agreement shall be effective at such time as provided in Section 3.02.

18.04 Conflicts of Interest. No official, officer or employee of the Authority or any Member shall have any financial interest, direct or indirect, in the Authority. Nor shall any such officer or employee participate in any decision relating to the Authority that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation. The Authority shall be subject to a Los Angeles County Conflict of Interest Code, as adopted by the Board of Supervisors, and must comply with all filing and other requirements as set forth therein and in State law.

18.05 Dispute Resolution and Arbitration. Disputes regarding the interpretation or application of any provision of this Agreement shall first, to the extent reasonably feasible, be resolved by and between any Members, or by and between any such Member and the Authority, through consultation between the parties. In the event the parties cannot resolve their dispute, then the Executive Committee shall form a subcommittee of three non-interested, objective Members of the Executive Committee who may resolve the dispute.
In the event the dispute cannot be resolved by the subcommittee of the Executive Committee, as provided hereinabove, the parties to the dispute agree to resolve the matter through non-binding mediation by a mediator to be mutually selected by the disputing parties, unless the parties agree to a different process for dispute resolution. Either Party may take other available legal actions only after the procedures for alternative dispute resolution as specified in this Section 18.05 are complied with and completed.

18.06 Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18.07 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.

18.08 Assignment. No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund or asset of the Authority.

18.09 Governing Law. This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

18.10 Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

18.11 Counterparts. This Agreement may be executed in counterparts.

18.12 Execution. The legislative body or governing body of each Member enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

18.13 Entire Agreement. This Agreement, supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the Authority and all Members.

1-27-11
IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:
City of El Segundo Authorization
for Membership in the LOS ANGELES INTERAGENCY METROPOLITAN
POLICE APPREHENSION CRIME TASK FORCE
(L.A. IMPACT)

IN WITNESS WHEREOF, the City of El Segundo, by Resolution of its City
Council has caused this Joint Powers Agreement to be executed on its behalf by
the City Manager, and attested by the City Clerk, as of the date so executed
below.

EL SEGUNDO, CALIFORNIA

Dated: ________________  By: ___________________________

______________________
Jack Wayt
City Manager

ATTEST:

______________________
Cindy Mortesen
City Clerk

APPROVED AS TO FORM:
MARK D. HENSLEY, CITY ATTORNEY

______________________
Karl H. Berger
Assistant City Attorney

1-27-11
RESOLUTION NO._____

A RESOLUTION APPROVING THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE JOINT POWERS AGREEMENT (LA IMPACT JPA); AUTHORIZING THE CITY’S MEMBERSHIP IN LA IMPACT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE JPA AGREEMENT.

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

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

A. The City recognizes the need for a regional crime task force with specialized proficiency in the area of surveillance to effectively investigate major crimes;

B. The City currently participates in the Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) as a signatory to a Memorandum of Understanding, and supports the concept of formally organizing LA IMPACT as a Joint Powers Authority to clarify the rights and duties of the LA IMPACT members and to provide LA IMPACT with legal standing as an entity with its own;

C. The Joint Powers Agreement (JPA) attached as Exhibit A, and incorporated by reference, creates a Joint Powers Authority to coordinate a county-wide multi-jurisdictional crime task force; and

D. The City desires to become a member of the LA IMPACT Authority.

SECTION 2: Pursuant to Government Code §§ 6500-6515, the City Council approves the JPA and authorizes the City’s membership in the LA IMPACT Authority.

SECTION 3: The City Manager is authorized and directed to execute the LA IMPACT Joint Powers Agreement to effectuate the intent of this Resolution. The City Manager, or designee, is authorized to take such reasonable actions as may be required to implement the intent of this Resolution.

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

PASSED AND ADOPTED this ___ day of ________________, 2011.

__________________________
Eric Busch, Mayor
I, ________, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the _____ day of _____ 2011, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
City Clerk
AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of Plans and Specifications for the installation of surveillance equipment at the City Police Station. Project No.: PW 11-03 (Fiscal Impact: $100,000)

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

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: Included in Adopted Budget
Amount Requested: $100,000.00
Additional Appropriation: No
Account Number(s): 120-400-0000-8104

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

BACKGROUND AND DISCUSSION:
The use of surveillance equipment improves security for personnel as well as visitors and provides invaluable information to law enforcement. The existing cameras at the City Police Station provide limited surveillance and have no audio capabilities. In order to enhance security at the City’s Police Station, staff identified 35 locations that will benefit by the installation of new equipment. To ensure uniformity of the surveillance technology, the equipment was identified and secured for purchase by staff.

After completion of installation of the project, the equipment will be operated and maintained by Police Department staff. In addition to improving security of the station, the new equipment will be a potential deterrent against tampering and vandalism.

The total estimated cost of the installation is $100,000.00. Funds for this project have been allocated from the Community Oriented Policing Services (COPS).
AGENDA DESCRIPTION:

Consideration and possible action regarding approval of an agreement between the City of El Segundo and Southern California Edison (SCE) to implement El Segundo Energy Efficiency Strategic Planning Activities.
(Fiscal Impact: $486,500 grant fund award)

RECOMMENDED COUNCIL ACTION:

1. Approve an Agreement between the City and SCE.
2. Authorize the City Manager to execute the agreement, in a form approved by the City Attorney, related to the implementation of the Energy Efficiency Strategic Plan
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Draft of the Agreement and Scope of Work

FISCAL IMPACT: None

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

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

BACKGROUND AND DISCUSSION:

On November 20, 2009, the California Public Utility Commission in Decision 09-09-047 adopted energy efficiency portfolios for 2010 through 2012 for Southern California Edison (SCE) and directed SCE to add $32 million to its 2010-2012 energy efficiency program for local government partnerships. The $32 million is to be used to solicit and fund “competitive proposals from local governments in its service territory to pilot innovative local government Strategic Plan strategies.” Based on this authorization, SCE is funding programs that integrate long-term energy efficiency and energy action planning.

El Segundo applied for energy efficiency grant funds in early 2010, and the City’s proposal was approved for implementation by SCE in April, 2010. El Segundo will receive $486,500 to implement an energy efficiency educational program which includes an energy savings analysis
for the 2009 greenhouse gas inventory, a LEED certification policy, the development of an energy action plan, code compliance training, an on-line permitting program and other program standards for municipal facilities. The grant requires no match and as such will fully fund all activities associated with the scope of work.

The program is expected to be implemented as soon as SCE issues El Segundo a letter to proceed following approval of the Advice Letter by the California Public Utility Commission (expected early March, 2011). The complete scope of work must be completed by September, 2012.
SOUTHERN CALIFORNIA EDISON

CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION
CONTRACT

El Segundo Strategic Plan Activities

THIS CONTRACT FOR SERVICES ("Contract") is by and between SOUTHERN CALIFORNIA EDISON ("SCE") and City of El Segundo ("Implementer"), which Contract shall be effective as of __________ ("Effective Date"). SCE and Implementer may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on October 1, 2009 in Decision 09-09-47, the California Public Utilities Commission ("Commission") authorized certain energy efficiency programs, including the Energy Leader Partnership Program for the 2010-12 program cycle.

WHEREAS, in Decision 09-09-047, the Commission further authorized SCE to conduct a solicitation for certain energy efficiency strategic planning activities in connection with, and to support, its approved Energy Leader Partnership Programs and local governments generally;

WHEREAS, SCE has selected the Implementer to implement the El Segundo Strategic Plan Activities (referred to hereinafter as the "Program"), promoting long-term energy efficiency and climate action activities;

WHEREAS, the Implementer shall implement the Program for the benefit of certain participating governmental jurisdictions and their constituents;

WHEREAS, the Parties desire to enter into an agreement that supersedes any and all previous agreements, and sets forth the terms and conditions under which the Program shall be implemented with respect to the Parties; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS:

All terms used in the singular will be deemed to include the plural, and vice versa. The words "herein," "hereto," and "hereunder" and words of similar import refer to this Contract as a whole, including all exhibits or other attachments to this Contract, as the same may from time to time be amended or supplemented, and not to any particular subdivision contained in this Contract, except as the context clearly requires otherwise. "Includes" or "including" when used herein is not intended to be exclusive, or to limit the generality of the preceding words, and means "including without limitation." The word "or" is not exclusive.
1.1. Business Day: The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.

1.2. Calendar Day: The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays. Unless otherwise specified, all days in this Contract are Calendar Days.

1.3. Contract: This document issued by SCE to Implementer, as may be amended in writing as provided herein, which authorizes the Work, states the terms and conditions, and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between the Parties, with the following priority in the event of conflicting provisions: Amendments, from the most recent to the earliest; the Statement of Work; this Contract; and any other referenced documents.


1.5. EM&V: Evaluation, Measurement and Verification of the Program pursuant to Commission requirements.

1.6. Implementer Budget: The approved maximum budget for funding the performance by Implementer of the Program, as set forth in the Statement of Work attached hereto as Exhibit A.


1.8. Jobsite: An SCE facility or designated third party property at or for which the Work is performed.

1.9. Participating Municipality: Those jurisdictions or member cities that: (i) are located in SCE's service territory; and (ii) have been selected by SCE and Implementer to participate in the El Segundo Strategic Plan Activities as set forth in the Statement of Work.

1.10. Program: The El Segundo Strategic Plan Activities program.

1.11. Public Goods Charge (PGC): The funds which make up the Implementer Budget and which are collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purposes programs, including energy efficiency programs approved by the Commission.

1.12. Statement of Work (SOW): A statement of the tasks to be performed by the Implementer, commercial terms including the Implementer Budget, reporting requirements and other necessary information, as set forth in Exhibit A and incorporated herein as part of this Contract, as such SOW may be modified from time to time as provided herein.
1.13. Subcontractor: An entity contracting directly or indirectly with a Party, or any Subcontractor thereof, to furnish services or materials as part of or directly related to such Party's Work obligations.

1.14. Work: The work authorized by SCE for the Program as set forth in this Contract and as more fully described in the SOW attached hereto as Exhibit A.

2. PURPOSE

The Program is funded by California utility ratepayers and is administered by SCE under the auspices of the Commission. The purpose of this Contract is to authorize the expenditure of PGC funds to Implementer for services performed pursuant to the terms of this Contract and to set forth the terms and conditions under which the Program will be implemented. The work authorized pursuant to this Contract is not to be performed for profit.

The Program was designed in furtherance of California's Long-Term Energy Efficiency Strategic Plan adopted by the Commission in 2008 ("Strategic Plan"). The Strategic Plan was formulated and developed through a collaborative effort among key stakeholders, including local governments, SCE and other California investor-owned utilities, and the Commission's Energy Division, and provides a strategic menu list of options that local governments can address during the 2010-2012 program cycle. The goal of the strategic plan menu is to present activities centered on energy efficiency and to address the "Big, Bold" strategies found in the Strategic Plan. The strategies are designed to embed and institutionalize energy efficiency in policies, programs, and processes within local governments.

3. AUTHORIZED WORK

3.1. Scope. The Work authorized under this Contract is set forth in the Statement of Work (Exhibit A) and shall be performed pursuant to the terms of this Contract.

3.2. Goals and Objectives. The Program is designed to meet the specific goals, objectives and milestones within the schedule and budget set forth in the Statement of Work (Exhibit A).

4. OBLIGATIONS OF PARTIES

4.1. General Obligations of Implementer.

4.1.1. Implementer will appoint a Program representative ("Implementer Representative") who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of Implementer in carrying out its obligations under this Contract. Such appointment shall be communicated in writing to SCE's designated
Contract Program Manager within ten (10) Business Days following execution of this Contract.

4.1.2. Implementer shall be responsible for achieving the goals and objectives and producing the deliverables as set forth in the Statement of Work.

4.1.3. Implementer shall perform its Work obligations within the Implementer Budget and in conformance with the schedule associated with such Work as set forth in the Statement of Work, and shall furnish the required labor, equipment and material with the degree of skill, care and professionalism that is required by current professional standards.

4.1.4. Implementer shall be primarily responsible for coordinating the preparation of all Program-related documents, including all required reporting of Implementer pursuant to Section 9, and any such other reporting as may be requested by SCE. Implementer shall obtain the approval of SCE prior to usage of any SCE Program documents or other energy efficiency program documents or materials offered by SCE.

4.1.5. Upon reasonable request, Implementer shall submit to SCE all contracts, agreements or other requested documents with Implementer's Subcontractors performing Work for the Program.

4.2. General Obligations of SCE.

4.2.1. SCE will appoint a Program representative ("SCE Representative" or "Contract Program Manager" ("CPM");) who will be the primary contact between SCE and Implementer, and who will be authorized to act on behalf of SCE in carrying out SCE's obligations under this Contract.

4.2.2. SCE shall administer the PGC funds authorized by the Commission for the Program in accordance with this Contract.

5. MARKETING

5.1. Marketing Materials. Implementer shall obtain the approval of SCE when developing Program marketing materials and prior to distribution, publication, circulation, or dissemination in any way to the public by Implementer or by a Participating Municipality. In addition, all advertising, marketing or otherwise printed or reproduced material (including website material) used to implement, refer to or is in anyway related to the Program must contain the respective name and logo of SCE and, at a minimum, the following language: "This Program is funded by California utility ratepayers and administered by Southern California Edison under the auspices of the California Public Utilities Commission."
5.2. **Outreach.** Implementer shall obtain the approval of SCE prior to implementation by Implementer or a Participating Municipality, of any public outreach activities or campaigns for the Program (exhibits, displays, public presentations, canvassing, etc.), and any marketing materials used in connection with such outreach activity shall comply with all requirements of Section 6 of this Contract.

5.3. **Use of SCE Name.** Implementer must receive prior review and written approval from SCE for the use of SCE’s name or logo on any marketing or other Program materials. Implementer shall allow five (5) Business Days for SCE review and approval. If Implementer has not received a response from SCE within the five (5) Business Day period, then it shall be deemed that SCE has disapproved such use.

5.4. **Use of Commission’s Name.** No Party may use the name of the Commission on marketing materials for the Program without prior written approval from the Commission staff. In order to obtain this written approval, SCE must send a copy of the planned materials to the Commission requesting approval to use the Commission’s name and/or logo. Notwithstanding the foregoing, the Parties shall disclose their source of funding for the Program by stating prominently on marketing materials that the Program is “funded by California ratepayers under the auspices of the California Public Utilities Commission.”

6. **CONTROL OF WORK**

6.1 **Compliance with Work Schedule:** Implementer shall perform the Work in compliance with the Work schedule set forth in the Statement of Work. If performance of the Work (including any task, or achievement of any goals or objectives outlined in the Statement of Work) is delayed beyond the schedule for any reason, or if Implementer is aware that such Work will be delayed for any reason, Implementer shall notify the SCE Representative within thirty (30) Business Days in writing. SCE may, in its sole discretion, accept the delay, reduce the Work and Implementer Budget accordingly, or terminate the Contract, within thirty (30) Business Days following receipt of such written notice of delay from Implementer. Failure of Implementer to notify SCE in writing of such delay in the Work schedule within thirty (30) Business Days shall constitute a breach of this Contract and SCE may exercise any of the remedies set forth in this Section or in Section 23.

6.2 **Changes to Work:**

6.2.1 **Changes.** SCE may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the SCE Representative. Such changes may be made with a Change Order. The Implementer Budget and Work schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in a Change Order.

6.2.2 **SCE Authority To Shift Funds Or Modify:** SCE, in its sole discretion, may reallocate funds among the programs in its energy efficiency portfolio, or modify in any way the program, funding or Work. In the
event that SCE elects to change or modify the funding, program or Work, Implementer shall be notified in writing and if applicable by a Change Order to this Contract. Such Change Order will specify any changes to the Implementer’s Scope of Work and may increase, decrease, or terminate overall program funding.

6.3 **Stop Work Procedures:** SCE may suspend Implementer’s Work at any time upon notice to Implementer for convenience or for cause, including, without limitation, program funding, program implementation or management, safety concerns, fraud or complaints. Implementer shall stop performing the Work immediately upon receipt of such notice. Implementer shall resume the Work only upon receiving written notice from SCE that it may do so.

6.4 **Key Personnel:** Implementer shall deliver to SCE a list of Implementer’s key personnel prior to commencing the Work. Any change to Implementer’s key personnel shall be pre-approved by SCE; provided, however, that an unplanned personnel change shall be reported to the SCE Representative immediately. The Implementer shall designate a person that shall coordinate all Work and communicate regularly for the Implementer with the SCE Representative. Implementer shall promptly replace any key personnel if requested by the SCE Representative, provided however, that this provision does not in any way require, endorse or approve (expressed or implied) the termination of employment by the Implementer of any employee replaced under the terms of this paragraph.

6.5 **Subcontractors:** Any Work subcontracted by Implementer shall be identified as such in the Contract and any Work subcontracted to an Implementer’s affiliated entity shall be similarly specifically identified. For any subcontracted Work, the prior written approval of the SCE Representative shall be required for each Subcontractor, the activities to be performed, and the related charges. Implementer shall at all times be responsible for the Work, and for the acts and omissions of Subcontractors and persons directly or indirectly employed by them. Implementer shall be solely responsible and liable for ensuring that the terms and conditions of all subcontracts are in accordance with this Contract, including but not limited to all invoicing requirements. Any review or approval by SCE of a Subcontractor or a subcontract shall not relieve Implementer of its obligations hereunder.

6.6 **Additional Instructions:** If Implementer receives any verbal or written instructions for performance of Work from SCE personnel other than the SCE Representative, Implementer shall promptly reconfirm such instructions with the SCE Representative and request that a corresponding Change Order be issued as necessary.

6.7 **Emergencies:** In an emergency endangering life or property, Implementer shall: a) perform Work or such other services or work as is necessary to meet the emergency; and b) immediately notify SCE.

6.8 **Drafts:** Draft copies of required reports shall be submitted to the SCE Representative for review for contractual compliance, satisfaction of SCE needs and good professional practices, comments, and approval, prior to the due date of such reports.
6.9 **Inspection**: SCE authorized representatives shall have the right of access to and inspection of Implementer's facilities and/or locations at reasonable times during regular business hours regarding performance of the Work.

6.10 **Uncontrollable Forces**: Implementer shall not be liable for delay in the Work Schedule or inability to perform the Work due to any cause beyond its reasonable control, such as strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, or critical material unavailability; provided that Implementer promptly notifies SCE in writing of the nature, cause, date of commencement, and expected impact of the event and has exercised due diligence in proceeding to meet the Work Schedule. SCE shall extend the Work Schedule for an equitable period due to such causes without any change in the Contract price.

7. **FITNESS FOR DUTY/JOBSITE ACCESS REQUIREMENTS**

7.1 **Fitness for Duty**:

7.1.1 Implementer and its Subcontractor personnel on a Jobsite:

(i) Shall report for work in a manner fit to do their job;

(ii) Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician for such person so long as the performance or safety of the Work is not affected thereby); and

(iii) Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of SCE.

7.1.2 **Inspection**: To the extent applicable (i.e., any Work is performed on SCE owned or leased property), searches by SCE authorized representatives may be made of lockers, storage areas, vehicles, persons or personal effects on SCE owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, SCE property.

7.1.3 **Compliance**: Implementer shall advise its employees of the requirement of this Section 7.1 ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Implementer shall impose these requirements on its Subcontractors. SCE may cancel the Contract if Implementer violates these Fitness for Duty Requirements.

7.2. **JOBSITE ACCESS REQUIREMENTS**
7.2.1 Notification of Convictions: During application for Jobsite access, and/or during the Work, Implementer shall immediately notify SCE whenever Implementer becomes aware of evidence that any Implementer's or its Subcontractors' employee, who has, or will have, Jobsite access, has been convicted of a serious criminal offense.

7.2.2 Visitor Badge Requirement: All visitors to a particular Jobsite must comply with that Jobsite's visitor access requirements.

7.3. Sexual Harassment: SCE supports a diverse work force and prohibits unlawful employment discrimination and harassment of every kind, including sexual harassment, in accordance with state and federal laws. Whenever present on SCE property or facilities, Implementer shall require its employees, Subcontractors, agents to comply with all applicable federal and state statutes, acts, regulations, codes and standards prohibiting conduct that might reasonably be construed as violating state or federal equal opportunity laws, including conduct such as making sexually suggestive jokes or remarks, touching, assaulting, making gestures of a sexual or suggestive nature, and impeding or blocking any SCE employee's, subcontractor's or agent's movement.

8. DOUBLE DIPPING PROHIBITED

If, in performing its respective Work obligations, Implementer engages contractors or vendors who provide incentives or services to SCE customers, Implementer shall take all appropriate steps to minimize double-dipping. As applicable:

8.1. Prior to providing incentives or services to any eligible customer, Implementer shall require its Subcontractors to obtain a signed form from such eligible customer stating that:

8.1.1. Such eligible customer has not received incentives or services for the same measure from any other SCE program or from another utility, state, or local program; and

8.1.2. Such eligible customer agrees not to apply for or receive Incentives or services for the same measure from any other SCE program or from another utility, state, or local program.

Each Party shall keep its customer-signed forms for at least five (5) years after the expiration or termination of this Contract.

8.2. No Party shall knowingly provide an incentive to a Participating Municipality, or make payment to a Subcontractor, who is receiving compensation for the same product or service either through another ratepayer funded program, or through any other funding source.

9. REPORTING/EM&V
9.1. **Reporting.** The Parties shall implement all reporting requirements set forth in the Statement of Work, including Appendix A and B of the Statement of Work. The reporting requirements set forth in such Appendix B will be amended when issued by the Commission for the 2010-2012 Program cycle, and may be amended from time to time thereafter at the discretion of the Commission. Upon issuance by the Commission of revised reporting requirements for 2010-12 related to the Program, such Commission-approved reporting requirements shall replace the reporting requirements set forth in Appendix B of the Statement of Work in their entirety upon written notice to the Implementer, which notice shall include a copy of the revised Appendix B.

9.2. **EM&V.** The evaluators will be asked to prepare a Program logic model based upon the written proposal and on interviews with the Implementer. Research issues will be defined in collaboration with SCE program managers and may include questions such as: How well were program activities documented? How effectively was the proposed plan implemented? What could be done to improve the plan's effectiveness? Who are the decision-makers, and what information did they use to make their decisions?

10. **PAYMENTS/COMMERCIAL TERMS**

10.1. **Implementer Budget.** The Implementer Budget is set forth in the Statement of Work. Implementer shall not be entitled to compensation in excess of the Implementer Budget without a Change Order issued and signed by SCE.

10.2. **Time and Material Basis.** All Work will be performed on a time and material basis and subject to the following general provisions:

10.2.1. **General Provisions.**

   a. All charges shall be directly identifiable to, and required for the Work.

   b. Any charges for overtime shall require the prior written approval of the SCE Representative. Overtime rates shall be authorized and charged only for non-exempt personnel.

   c. Implementer shall complete the Work within the amount authorized by the Contract and in accordance with the Work Schedule. Implementer shall notify SCE's procurement agent responsible for the Contract and the SCE Representative at such time that it becomes reasonably apparent that the forecasted cumulative charges will exceed any amounts authorized by the Contract (whether by task, total amount of Contract, or both). Implementer shall not proceed with or be reimbursed for any Work performed, either beyond the effective period of the Contract, or exceeding the authorized amounts of the Contract, without a Change Order.

10.2.2 **Labor Related Costs Under Time and Material Basis.** Implementer shall invoice SCE at the fixed hourly rates for the applicable labor
categories stated in the Contract for time spent directly engaged in performance of the Work by Implementer's employees. Such fixed hourly rates shall be inclusive of all of Implementer's overhead costs (including all taxes and insurance), administrative and general fees, and profit.

10.2.3 Invoices. Implementer shall submit monthly invoices for the costs incurred in the prior month and shall include a cost breakdown for each task identified in the Statement of Work. Each invoice shall include:

10.2.3.1 Status
   a. SCE's Contract number.
   b. Task Description.
   c. Cost incurred to date.
   d. Current monthly amount invoiced.
   e. Cumulative amount invoiced to date.
   f. Current monthly and cumulative amounts authorized, and justification for all variances between amounts authorized and incurred or invoiced.
   g. Statement of deliverables for the period.

10.2.3.2 Labor
   a. Dates worked.
   b. Personnel name, work hours and classification.
   c. Personnel Fixed rate.
   d. Description of Work performed by task.
   e. Completion of Appendix “C” of the Statement of Work.

10.2.3.3 Reimbursable expenses (pre-approved by SCE)
   a. Material costs.
   b. Subcontract costs.
   c. Out-of-Pocket expenses.
   d. Travel costs.

10.2.4 Expenses. All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.

10.2.4.1 Material Costs. Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.
10.2.4.2 **Subcontract Costs.** Subcontracted Work shall be charged at the rates actually paid by Implementer, not to exceed the rates set forth in the Contract for Work by the Implementer. Implementer shall provide Subcontractor invoices for any Implementer invoice that includes Subcontractor costs.

10.2.4.3 **Out-of-Pocket expenses.** Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software are deemed to be included in Implementer's overhead costs will not be reimbursed.

10.2.4.4 **Travel Costs.** Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Contract, or if not stated, at SCE's rate for SCE employees.

10.2.5 **Final Invoice.** The final invoice shall be marked "FINAL" and must be received by SCE within sixty (60) calendar days after completion of the Work. SCE shall not be liable for payment of any late invoices that are received by SCE beyond the 60 days.

10.2.6 **Invoice Deficiencies.** In the event SCE determines that Implementer's (or any of its subcontractors) invoices do not meet the invoicing requirements of the Contract, SCE will notify Implementer of the deficiencies and Implementer shall correct such deficiencies promptly.

10.2.7 **Payment by SCE.** SCE shall pay each correct invoice, submitted in accordance with the terms of the Contract, within thirty (30) days of SCE's receipt of the correct invoice in SCE's Accounts Payable Division.

10.2.8 **Records.** Implementer shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all invoiced costs. SCE reserves the right to audit and copy any applicable documents related to the Work hours, all costs and expenses invoiced, and task completion records. Each invoice shall list the number of the Contract covered by such invoice.
11. COMPLIANCE WITH LAW: PERMITS, STATUTES AND CODES

11.1. The Implementer shall comply with, and shall ensure that the Work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes, and standards of federal, state, local and foreign governments, and all agencies thereof.

11.2. Implementer shall conform to the applicable employment practices requirements of (Presidential) Executive Order 11246 of September 24, 1965, as amended, and applicable regulations promulgated thereunder.

11.3. **Implementer Policy for Web Accessibility.**

If an Implementer currently hosts and manages a web site, on behalf of SCE, that contains public, customer-facing pages, content and/or transactions that is not already web accessible and compliant with Web Content Accessibility Guidelines version 2.0, Level AA (WCAG 2.0, Level AA), the Implementer must make updates to the web site pages, content and/or transactions to meet web accessibility compliance, unless Implementer is not required by law to comply.

As such, Implementers who plan to or currently host and maintain web sites that include web pages, content and/or transactions for SCE shall agree to the following terms regarding current and/or planned web sites unless Implementer is not required to do so by law:

11.3.1 All public facing web pages, transactions and content, including multi-media and interactive content and forms targeted for SCE customers, shall be made web accessible and meet the standards defined in WCAG 2.0, Level AA. Multi-media and interactive content within the scope of these terms include, and are not limited to, image files, video files, audio files, Flash movies and applications, Flex applications, Silverlight applications, functionality developed with AJAX and/or any other interactive technology not otherwise specified but utilized to serve up information and/or transactions on the web.

11.3.2 Attachments that are posted on a web page for download must also be made web accessible. Attachments include, and are not limited to, Adobe Acrobat PDF files, Microsoft Office files, or any other type of file intended for a customer to download and review offline. An exception may be allowed only if the content contained within the download is already offered on the web site in a web accessible format, and the downloadable attachment is duplicative to the content or transaction displayed on web pages. Such exceptions must be documented and requested by the Implementer, agreed upon by both Implementer and SCE, and granted by SCE prior to declaring any attachment exempt from web accessibility compliance.

11.3.3 Implementers must include compliance with WCAG 2.0, Level AA guidelines as part of the base system requirements for any work.
completed for SCE. Implementers are responsible for testing proposed web pages, content and/or transactions, and confirming compliance with WCAG 2.0 Level AA guidelines. Proof of testing may be documented in the form of test plans, test scripts, test results, and/or web accessibility audits (performed by the Implementer itself or an external party). SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4 Upon deployment (i.e. publication for external consumption) of web accessible pages, content and/or transactions, Implementer must, to the best of its abilities, maintain compliance with WCAG 2.0, Level AA for as long as the web pages, content and/or transactions are made publicly available on the third-party hosted web site:

11.3.4.1 If Implementer must edit, enhance, modify, or update web pages, content and/or transactions, Implementer agrees to (re-)test for web accessibility compliance, and document test results to prove that said content continues to maintain web accessibility compliance. SCE may, at any time, request for such documentation to confirm that testing was completed and that the published web page, content and/or transaction satisfies web accessibility compliance with WCAG 2.0, Level AA.

11.3.4.2 On a periodic basis, SCE may perform audits on the third-party hosted site to assess web accessibility compliance. Audits may be completed by manual evaluation or through the use of an automated testing tool. If SCE identifies any content that was previously communicated as being compliant but is subsequently found to be in violation, 1) SCE will identify, in writing, the specific web page, content or transaction form where the violation is found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.4.3 SCE requires an annual web accessibility audit of SCE's web properties by an independent auditor. Any part or all pages of a third-party hosted web site may be included in the annual audit. If the independent auditor identifies any web page, content or transaction that was previously communicated as being compliant but is subsequently found to be in violation, 1) Auditor will identify, in writing, the specific web page content or transaction form where the violation is
found, the specific WCAG 2.0, Level AA guideline that has been violated, and what the specific violation is determined to be; 2) SCE shall provide Implementer with audit report, 3) Implementer agrees to correct the item(s) in violation on its own accord, with no cost impact to SCE, in a timeframe that both SCE and Implementer agree to, not to exceed 30 calendar days.

11.3.5 If an existing third-party hosted web site utilizes a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing, the Implementer must work with the software manufacturer to determine whether the software produces web-accessible pages, content and/or transactions.

11.3.5.1 If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer shall request the software manufacturer to produce such limitations in writing (i.e.: in the form of product specifications, formal response from software manufacturer’s technical support) and subsequently provide such documentation to SCE.

11.3.5.2 If the software manufacturer is unable to provide a product that produces web pages, content and/or transactions that meet WCAG 2.0, Level AA guidelines, the Implementer agrees to pursue, in good faith, an alternate product that can provide equivalent functionality and satisfy WCAG 2.0, Level AA web accessibility compliance requirements.

11.3.6 If an Implementer plans to utilize a commercial off-the-shelf third-party software package to deliver any type of functionality that is customer-facing for a future web site, the Implementer agrees to pursue, in good faith, a product that can meet the desired business functionality requirements and WCAG 2.0, Level AA web accessibility compliance requirements.

11.3.6.1 If the Implementer is unable to locate a product that meets both business functionality requirements and web accessibility compliance requirements, the Implementer must communicate such limitations, in writing, and justify the software selection choice. Implementer shall also request the software manufacturer of desired product to produce such limitations in writing (i.e.: in the form of product specifications, formal response from software manufacturer’s technical support) and subsequently provide such documentation to SCE. SCE shall reserve final decision-making authority to approve the usage of such software to deliver desired business functionality.
12. INDEMNITY/CONSEQUENTIAL DAMAGES

12.1. **Indemnity.** Implementer shall indemnify, defend and hold harmless SCE, and its respective successors, assigns, affiliates, subsidiaries, current and future parent companies, officers, directors, agents, and employees, from and against any and all expenses, claims, losses, damages, liabilities or actions in respect thereof (including reasonable attorneys' fees) to the extent arising from (a) any act or omission of Implementer, its Subcontractors, or any of their respective employees, officers and agents, relating to this Contract, or (b) Implementer's breach of this Contract or of any representation or warranty of Implementer contained in this Contract.

12.2. **NO CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, COST OF REPLACEMENT POWER OR CLAIMS FROM CUSTOMERS, RESULTING FROM A PARTY'S PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS HEREUNDER, OR IN THE EVENT OF SUSPENSION OF THE WORK OR TERMINATION OF THIS CONTRACT.

13. DEVELOPMENTS/PROPRIETARY RIGHTS

13.1. **Ownership.** The Parties acknowledge and agree that SCE, on behalf of its customers, shall own all deliverables, data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, intellectual property, inventions and trade secrets and all deliverables produced in the performance of this Contract, whether proprietary or non-proprietary; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency. Although Implementer shall retain no ownership, interest, or title in the Developments except as may otherwise be provided in this Contract, it will have a permanent, royalty free, non-exclusive license to use such Developments.

13.2. **Risk of Loss.** Implementer shall have risk of loss of or damage to the undelivered Developments until completion of the Work.

13.3. **Infringement.**

13.3.1. Implementer represents and warrants that the Work performed by Implementer and/or its Subcontractors shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent
infringement or other violations of any proprietary rights of any person.

13.3.2. Implementer shall defend, indemnify and hold harmless, SCE, its officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim, demand, or charge that use of the Work or Developments infringe upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights.

14. INSURANCE

14.1. Implementer will maintain, and shall require its Subcontractors to maintain, the following insurance coverage or self insurance coverage, at all times during the term of this Contract, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

14.1.2. Employer's Liability coverage: $1 million minimum.
14.1.3. Commercial General Liability: $2 million minimum
per occurrence/$4 million minimum aggregate.

Such insurances shall acknowledge SCE, its officers, agents and employees as additional insureds, be primary for all purposes, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against SCE its officers, agents, employees and other contractors or Subcontractors.

14.1.4. Commercial or Business Auto: $1 million minimum.

Such insurance shall acknowledge SCE, its officers, agents and employees as additional insured and be primary for all purposes.

14.1.5. Professional Liability (if applicable): $1 million minimum.

14.2. Evidence of Insurance. Upon request at any time during the term of this Contract, Implementer shall provide evidence that its insurance policies and the insurance policies of any Subcontractor, as provided in this Section are in full force and effect, and provide the coverage and limits of insurance that Implementer has represented and warranted herein to maintain at all times during the term of this Contract.

14.3. Self-Insurance. If Implementer is self-insured, it shall upon request forward documentation to SCE that demonstrates to SCE's satisfaction that Implementer self-insures as a matter of normal business practice before commencing the Work. SCE will accept reasonable proof of self-insurance comparable to the above requirements.
14.4. **Notice of Claims.** Implementer shall immediately report to SCE, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Implementer or its Subcontractors or their receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim.

14.5. **Insurance Indemnification.** If Implementer fails to comply with any of the provisions of this Section, “INSURANCE”, or any insurance requirements in the Contract, Implementer shall, at its own cost, defend, indemnify, and hold harmless SCE, its affiliates and their officers, directors, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney’s fees and expenses, or any of them, arising out of or in connection with the performance or non-performance of the Work by Implementer or any Subcontractor, or their officers, directors, employees or agents to the extent that SCE would have been protected had Implementer complied with all of the provisions of this Section.

15. **CUSTOMER CONFIDENTIALITY REQUIREMENTS**

15.1. **Non-Disclosure.** SCE is informed that Implementer is a public entity. Except as otherwise provided by law including, without limitation, the California Public Records Act (Government Code §§ 6250, et seq.) Implementer, its employees, agents and Subcontractors shall not disclose any Confidential Customer Information (defined below) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE. Notwithstanding any other provisions in the Contract, Implementer's nondisclosure obligations with respect to SCE Confidential Customer Information shall survive any expiration or termination of the Contract in perpetuity.

15.2. **Confidential Customer Information.** “Confidential Customer Information” includes, but is not limited to, an SCE customer's name, address, telephone number, account number and all billing and usage information, as well as any SCE customer's information that is marked “confidential”. If Implementer is uncertain whether any information should be considered Confidential Customer Information, Implementer shall contact SCE prior to disclosing the customer information.

15.3. **Non-Disclosure Agreement.** Prior to any approved disclosure of Confidential Customer Information, SCE may require Implementer to enter into a nondisclosure agreement.

15.4. **Commission Proceedings.** This provision does not prohibit Implementer from disclosing non-confidential information concerning the Work to the Commission in any Commission proceeding, or any Commission-sanctioned meeting or proceeding or other public forum.

15.5. **Return of Confidential Information.** Confidential Customer Information (including all copies, backups and abstracts thereof) provided to Implementer by
SCE, and any and all documents and materials containing such Confidential Customer Information or produced by Implementer based on such Confidential Customer Information (including all copies, backups and abstracts thereof), during the performance of this Contract shall be returned upon written request by SCE.

15.6. **Remedies.** The Parties acknowledge that Confidential Customer Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 15 and the obligations of the Parties are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 15 by Implementer, SCE shall be entitled to seek and obtain an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

16. **SECURITY INCIDENT PROVISIONS**

16.1. **SCE Personal Information.**

16.1.1. **Definition.** SCE Personal Information is defined as any information in the possession or under the control of SCE or any of its affiliates, or that is furnished or made available by SCE or any of its affiliates to Implementer, that identifies, relates to, describes, or is capable of being associated with, any particular individual (whether SCE employee, customer, or otherwise), including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, medical information or health insurance information, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

16.2. **Nondisclosure of SCE Personal Information.** Implementer, its employees, agents and Subcontractors shall not disclose any SCE Personal Information (defined above) to any third party during the term of this Contract or after its completion, without Implementer having obtained the prior written consent of SCE, except as provided by law, lawful court order or subpoena and provided Implementer gives SCE advance written notice of such order or subpoena.

16.2.1. Notwithstanding any other provision in the Contract or Contract, Implementer's nondisclosure obligations with respect to SCE Personal Information shall survive any expiration or termination of the Contract in perpetuity. Upon the expiration or termination of the Contract, or at any time upon request of SCE, all SCE Personal Information in any medium, including all copies or parts thereof, shall be returned to SCE or destroyed, except that Implementer may retain one copy of any materials prepared by Implementer containing or reflecting SCE Personal Information if necessary for compliance with its internal record-keeping or quality assurance requirements only. If
destroyed, such destruction shall be certified in writing by Implementer.

Security Incidents. This section shall apply only to the extent Implementer is in possession or control of SCE Personal Information or SCE Confidential Customer Information. (Note: Due to Privacy issues & cases, these provisions are now required in all Utility Terms & Conditions, but apply only to the extent that Implementer will have such access to such SCE information – probably not in this Scope of Work. Here is your PO #25993 for City of El Segundo. Please reference PO number when you send invoices to A/P.

16.3. Please copy me on these invoices as well.

16.2.1 Security Incident Response Plan. Implementer shall develop, implement and maintain a written plan and process for preventing, detecting, identifying, reporting, tracking and remediating Security Incidents ("Security Incident Response Plan" or "SIRP"). A Security Incident shall mean an event or set of circumstances that results in a reasonable expectation of a compromise of the security, confidentiality or integrity of SCE data or information under the Implementer's control. Examples of Security Incidents include are but not limited to:

(i) Security breaches to Implementer's network perimeter or to internal applications resulting in potential compromise of SCE data or information.
(ii) Loss of physical devices or media, e.g., laptops, portable media, paper files, etc., containing SCE data,
(iii) Lapses in, or degradation of, Implementer's security controls, methods, processes or procedures,
(iv) The unauthorized disclosure of SCE data or information.
(v) Any and all incidents adversely affecting SCE's or its affiliates', as the case may be, information assets.

16.2.2 SIRP General Requirements. Implementer's SIRP will include Security Incident handling and response procedures, specific contacts in an event of a Security Incident, the contacts' roles and responsibilities, and their plans to notify SCE or its affiliates, as the case may be, concerning the Security Incident. The SIRP must be based on and meet all requirements of the following:

16.2.2.1 U.S. federal and applicable state laws, statutes and regulations concerning the custody, care and integrity of data and information. In particular and without limitation, Implementer shall ensure that its SIRP and its business practices in performing work on behalf of SCE comply with California's Information Practices Act of 1977, California Civil Code §§ 1798.80 et seq., which addresses among other things the provision of notice to SCE or its affiliates, as the case may be, of any breach of the security of SCE Personal Information if
it is reasonably believed to have been acquired by an unauthorized person.

16.2.2.2 SCE information management and information security policies and procedures as made available to Implementer from time to time ("SCE Policies and Procedures"), including without limitation ITS-445 "Standards for Information Security Response – Third Parties."

16.2.3 Implementer Response to Security Incident. The following will apply in the event of a Security Incident:

16.2.3.1 Implementer will submit a Security Incident Report (SIR) to SCE's or its affiliates', as the case may be, IT Help Desk or IT Operations Center ("ITOC") in accordance with SCE Policies and Procedures including ITS-445, and applicable law. The SIR shall be given promptly upon discovery of an SI and in any event not more than four (4) hours after discovery of a suspected SI, or sooner if required by law, statute or regulation. If additional time is required under the circumstances of the SI to ascertain the nature or extent of the SI, to stabilize the Computing System or to ensure the integrity of SCE's or its affiliates', as the case may be, data and information, then Implementer shall promptly notify SCE or its affiliates, as the case may be, in writing of the existence of an SI initially, and keep SCE or its affiliates, as the case may be, informed of developments and new information.

16.2.3.2 At SCE's or its affiliates', as the case may be, request, Implementer will meet with SCE or its affiliates, as the case may be, to discuss the cause of the Security Incident, Implementer's response, lessons learned and potential improvements to Implementer's system security processes and procedures.

16.2.4 Compromise of SCE Personal Information.

16.2.4.1 Additional SIRP Requirements for Personal Information. With respect to any SCE Personal Information in the possession or under the control of Implementer, to protect SCE Personal Information from unauthorized access, destruction, use, modification or disclosure, Implementer shall:

(a) Develop, implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect SCE Personal Information from
unauthorized access, destruction, use, modification, or disclosure.

(b) Develop, implement and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of the Implementer’s business and the nature and scope of Implementer’s activities to protect SCE Personal Information from unauthorized access, destruction, use, modification, or disclosure.

16.2.4.2 Notice Requirements for Personal Information. In the event of a Security Incident where SCE Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person, Implementer shall immediately provide the SIR required by Section 16.2.3. Such SIR shall state that SCE Personal Information may be involved, and shall describe the suspected nature of such SCE Personal Information.

16.2.5 SIRP Review. At SCE's or its affiliates', as the case may be, request, Implementer shall review the SIRP at least annually with SCE's or its affiliates', as the case may be, designated representatives to identify updates, changes or potential improvements; and a process to document these changes within ninety (90) days of any such changes.

16.2.6 Document Retention. Implementer shall maintain all documentation relating to Security Incidents, whether in written or electronic form, including without limitation, their identification, processing and resolution, for two (2) years after final resolution of the Security Incident, including the final resolution of all claims arising out of the Security Incident.

16.2.7 Indemnification for Security Incidents. Implementer shall, at its own cost, defend, indemnify and hold harmless SCE, its affiliates, officers, agents, employees, assigns and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, costs, including attorney's fees and expense, fines or penalties, or any of them, resulting from any Security Incident. Any limitation of liability that may be in the Contract or Contract shall not apply to this Section 16.2.7.

16.3 Implementer shall ensure that its employees, agents and contractors that perform services for Provider in connection with the Contract are informed of and comply with these Security Incident provisions.

17. CONFLICT OF INTEREST

Implementer affirms that, to the best of its knowledge, there is no actual or potential conflict of interest between Implementer, its employees or their families, Subcontractors, or business interests, and SCE. Implementer shall not hire any SCE employee or
employee's spouse to perform any part of the Work. Implementer further affirms that it has set forth in its proposal for the Work: (i) all situations in which Implementer or an affiliated entity of Implementer has been or currently is an SCE Implementer, contractor, or employee: (ii) all situations in which Implementer or an affiliated entity of Implementer has been or currently is in a joint venture arrangement or licensing relationship with SCE (other than an Energy Leader Partnership); and (iii) any affiliated entity to which Implementer intends to subcontract any part of the Work. Implementer shall update such affirmations to SCE during performance of the Work within thirty (30) days following any change thereto.

18. TIME IS OF THE ESSENCE

Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including but not limited to those set forth in Exhibit A of this Contract, may constitute a material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected by SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by October 15, 2012.

19. IMPLEMENTER DISPUTES

Any unresolved disputes between Implementer and SCE shall be referred to an SCE management representative and an officer of Implementer for resolution. Pending resolution, Implementer shall continue to perform the Work as directed by the SCE Representative, and SCE shall continue to make payments for the undisputed items.

20. RIGHT TO AUDIT

SCE and the Commission shall have the right to audit Implementer at any time during the term of this Contract and for five (5) years thereafter. An audit may include, but is not limited to, a review of Implementer's financial records relating to the Work, program implementation procedures, program marketing material, program implementation documents, field audits of Implementer employees or Subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to date, customers given incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.

SCE may, in its sole discretion and at anytime, request information or data relating to the program, Work or this Contract, and Implementer shall provide such information in the format and within the time requested by SCE. Nothing in this provision shall limit the type, format or frequency of such requests by SCE.

21. MODIFICATIONS
Except as otherwise provided in this Contract, changes to this Contract shall be only be valid through a written amendment/Change Order to this Contract signed by both Parties.

22. TERM

This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below, this Contract shall terminate at midnight November 31, 2012; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

23. TERMINATION OR CANCELLATION

23.1. CPUC Authority To Modify: The Work and program under which the Work is authorized herein shall at all times be subject to the discretion of the California Public Utilities Commission (CPUC), including, but not limited to, review and modifications, excusing performance hereunder, or termination as the CPUC may direct from time to time in the reasonable exercise of its jurisdiction.

23.2. Termination for Convenience: Notwithstanding any other provisions of the Contract, SCE shall have the unilateral right to terminate the Work, or any portion thereof, or the Contract by the issuance of a Change Order, which shall not require Implementer's acceptance.

Subject to the provisions of Section 23.3 and 23.4 hereof, SCE shall pay Implementer the termination charges set forth in the Contract pro-rated to the effective date of termination. If termination charges are not set forth in the Contract, SCE shall complete the payments for all Work accepted by SCE. SCE, at its option, may take possession of any Material paid for by SCE. The provisions of this Section 23.2 shall be Implementer's sole remedy resulting from such termination.

23.3. Cancellation for Default. In the event of: (i) the breach of or failure of Implementer to perform any of its material obligations under the Contract including, but not limited to, failure to complete the Work on time or failure to make satisfactory progress or persistent failure to pay labor and material claims; (ii) the failure of Implementer to give SCE adequate assurance of performance within ten working days after written demand by SCE therefore when reasonable grounds for insecurity arise; or (iii) the insolvency, bankruptcy or receivership of Implementer, then SCE may (a) withhold payment of any further monies which may be due Implementer until such condition is cured, and/or (b) declare Implementer to be in default of the Contract and notify Implementer in writing of such declaration and shall be entitled to cancel the Contract in whole or in part effective immediately upon written notice thereof. Any cancellation pursuant to this Section 23.3 shall not be deemed a "termination" for the purposes of Section 23.2 hereof.

In the event of such cancellation, Implementer shall immediately stop Work and surrender to SCE's possession, complete and incomplete Documentation and other Information, Material, control and use of the Jobsite and all Implementer and SCE-owned equipment, facilities, and all other items which SCE may deem necessary or
appropriate until the Work is completed. Implementer shall assign to SCE the outstanding subcontracts and Contracts as requested by the SCE Representative for such completion. SCE shall have the right to provide, or contract for, all additional labor, Material, and any other items which it may deem necessary to complete the Work.

If the total of all expenses incurred by SCE to complete the Work is greater than the sum which would have been payable under the Contract if Implementer had completed the Work, the difference shall constitute a claim against Implementer. Such claim shall be due and payable within ten working days after presentation of the claim. Additionally, SCE shall have the right to pursue other remedies afforded by law.

23.4 **Delivery of Materials**: Without limiting the effect of the provisions of Sections 15 and 23.3 hereof, upon receipt of notice of termination or cancellation under this Section 23, Implementer shall immediately deliver to SCE all complete and incomplete Documentation, and all Material. If, at the time of termination or cancellation further sums are due Implementer, Implementer shall not be entitled to the sums until all Documentation and all Material required to be delivered to SCE are delivered.

23.5 **Cessation of Work**: Upon receipt of notice of termination or cancellation for any reason, Implementer shall promptly cease all Work except for additional Work that SCE may, in its discretion, request Implementer to perform. Additional Work shall be performed in compliance with the terms of the Contract.

24. **WRITTEN NOTICES**

Any written notice, demand or request required or authorized in connection with this Contract, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

Implementer:
City of El Segundo
Stephanie Katsouleas
Director of Public Works
350 Main Street
El Segundo, CA 90245

SCE:
Southern California Edison
Pascal Okpo
Project Manager, Local Government Partnerships
Office (626) 815-5863
6042A N. Irwindale Ave, Irwindale, CA 91702
Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

25. INDEPENDENT CONTRACTOR

Implementer is and will perform the work as an independent contractor for SCE. Nothing in this Contract shall be construed so as to render Implementer an employee, agent, representative, joint venturer or partner of SCE for purposes of carrying out this Contract. Implementer shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, SCE without first receiving express written authorization from SCE. SCE and Implementer shall each maintain sole and exclusive control over its respective personnel and operations.

26. BENEFIT TO SCE CUSTOMERS

Ratepayer funded programs must directly benefit customers in the service territory from which the funds are collected. The energy efficiency program implemented pursuant to this Purchase Order is funded in whole or in part by funds collected from SCE’s customers for public purpose programs, and therefore must directly benefit SCE’s customers. PGC Funds are defined as those certain funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purpose programs, including energy efficiency programs approved by the CPUC.

27. ENVIRONMENTAL, HEALTH & SAFETY REQUIREMENTS

The “Southern California Edison ENVIRONMENTAL, HEALTH & SAFETY HANDBOOK FOR CONTRACTORS”, dated January 10, 2010, is hereby incorporated by reference into this Contract. Implementer shall immediately notify the SCE Representative if Implementer is unable to meet ANY of the requirements set forth therein. SCE may cancel this Contract if Implementer fails to meet the requirements set forth in this Handbook. Such cancellation shall not be deemed a termination under the termination provisions of this Contract.

28. NON-DISCRIMINATION CLAUSE

No Party shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Each Party shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of
Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Each Party represents and warrants that it shall include the substance of the nondiscrimination and compliance provisions of this clause in all subcontracts for its Work obligations.

29. NON-DISCRIMINATION CLAUSE

None of the provisions of this Contract shall be considered waived by either Party unless such waiver is specifically stated in writing.

30. ASSIGNMENT

No Party shall assign this Contract or any part or interest thereof, without the prior written consent of the other Party, and any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, if SCE is requested or required by the Commission to assign its rights and/or delegate its duties hereunder, in whole or in part, such assignment or delegation shall not require Implementer's consent and SCE shall be released from all obligations hereunder arising after the effective date of such assignment, both as principal and as surety.

31. SEVERABILITY

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Contract and their application shall not be affected thereby, but shall remain in full force and effect, unless a court, regulatory agency, or other regulatory body holds that the provisions are not separable from all other provisions of this Contract.

32. GOVERNING LAW; VENUE

This Contract shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Any action brought to enforce or interpret this Contract shall be filed in Los Angeles County, California.

33. SECTION HEADINGS

Section headings appearing in this Contract are for convenience only and shall not be construed as interpretations of text.

34. SURVIVAL
Notwithstanding completion or termination of this Contract, the Parties shall continue to be bound by the provisions of this Contract which by their nature survive such completion or termination.

35. ATTORNEYS’ FEES

Except as otherwise provided herein, in the event of any legal action or other proceeding between the Parties arising out of this Contract or the transactions contemplated herein, each Party in such legal action or proceeding shall bear its own costs and expenses incurred therein, including reasonable attorneys’ fees.

36. PRIOR WORK.

In the event that Implementer performs any Work authorized by SCE but prior to the execution of this Contract, then such prior Work shall be considered performed subject to the provisions of this Contract.

37. ENTIRE AGREEMENT

This Contract (including all of the Exhibits and attachments hereto which are incorporated into this Contract by reference) contains the entire agreement and understanding between the Parties with respect to the Program and merges and supersedes all prior agreements, representations and discussions pertaining to the subject matter of this Contract.

38. COUNTERPARTS.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]:
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives.

IMPLEMENTER:

City of El Segundo

By: Jack Wayt
Title: City Manager

SCE:

SOUTHERN CALIFORNIA EDISON

By: Lynda Ziegler
Title: Senior Vice President, Customer Service
### Task 1 - Program Ramp-up

<table>
<thead>
<tr>
<th>Sub-Tasks</th>
<th>Implementer Costs</th>
<th>Subcontractor Costs</th>
<th>Total Program Cost</th>
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<tbody>
<tr>
<td></td>
<td>Labor Costs</td>
<td>Expenses</td>
<td></td>
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<tr>
<td>Task 1</td>
<td>$1,700</td>
<td>$15,500</td>
<td>$17,200</td>
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Task 1 (Not-to-Exceed Budget): Included in Task 2 through Task 4

### Task 2 - Strategic Plan Goal 1

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<th>Sub-Tasks</th>
<th>Implementer Costs</th>
<th>Subcontractor Costs</th>
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<tbody>
<tr>
<td></td>
<td>Labor Costs</td>
<td>Expenses</td>
<td></td>
</tr>
<tr>
<td>A. On-line Permitting Service</td>
<td>$1,700</td>
<td>$15,500</td>
<td>$17,200</td>
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<tr>
<td>B. Implement Energy Efficiency Programs</td>
<td>$1,750</td>
<td>$15,750</td>
<td>$17,500</td>
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<td>C. Marketing the On-line Permitting Service</td>
<td>$7,850</td>
<td>$68,850</td>
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Task 2 (Not-to-Exceed Budget): $11,100 + $0 = $11,100

### Task 3 - Strategic Plan Goal 3

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</thead>
<tbody>
<tr>
<td></td>
<td>Labor Costs</td>
<td>Expenses</td>
<td></td>
</tr>
<tr>
<td>A. Attend Compliance Workshops</td>
<td>$1,800</td>
<td>$16,200</td>
<td>$18,000</td>
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Task 3 (Not-to-Exceed Budget): $1,800 + $0 = $18,000

### Task 4 - Strategic Plan Goal 2 and Strategic Plan Goal 4

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<th>Sub-Tasks</th>
<th>Implementer Costs</th>
<th>Subcontractor Costs</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Labor Costs</td>
<td>Expenses</td>
<td></td>
</tr>
<tr>
<td>A. Conduct the energy savings analysis for the 2009 greenhouse gas inventory</td>
<td>$7,250</td>
<td>$65,450</td>
<td>$72,700</td>
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<tr>
<td>B. Develop benchmarking policy and implement benchmarking analysis</td>
<td>$5,700</td>
<td>$51,300</td>
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<td>C. Produce Utility Manager computer software program and develop case study</td>
<td>$8,800</td>
<td>$76,300</td>
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<td>D. Develop the energy action plan</td>
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<td>$75,000</td>
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<td>E. Adopt LEED certification policy</td>
<td>$1,200</td>
<td>$10,300</td>
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<tr>
<td>F. Develop RCI Policy</td>
<td>$3,800</td>
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Task 4 (Not-to-Exceed Budget): $35,750 + $0 = $35,750

### Task 5 - Invoicing and Reporting

Task 5 (Not-to-Exceed Budget): Included in Task 2 through Task 4

### Task 6 - Ramp-Down and Shut-Down Program

Task 6 (Not-to-Exceed Budget): Included in Task 2 through Task 4

### Task 7 - Submit Final Program Report

Task 7 (Not-to-Exceed Budget): Included in Task 2 through Task 4

### Grand Total (All Tasks)

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<thead>
<tr>
<th>Implementer Costs</th>
<th>Subcontractor Costs</th>
<th>Total Program Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Costs</td>
<td>Expenses</td>
<td></td>
</tr>
<tr>
<td>All</td>
<td>$46,650</td>
<td>$0</td>
</tr>
</tbody>
</table>

Notes:

1. Labor: Implementer shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Contract for time spent directly engaged in performance of the work by implementer's employees. Such fixed hourly rates shall be inclusive of all implementer's overhead costs (including all taxes and insurance), administrative and general fees, and profit.

2. Expenses: All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.
   a) Material Costs: Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.
   b) Subcontract Labor Costs: Subcontracted work shall be charged at the hourly rates actually paid by Implementer, to not exceed the hourly rates set forth in the Contract for Work performed by the implementer. Implementer shall provide Subcontractor Invoices for any Implementer's invoice that
   c) Out-of-Pocket expenses: Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in.
   d) Travel Costs: Approved air travel costs shall in no case exceed economy coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Job Site and to SCE's general offices shall be paid at the fixed mileage rate stated in the Contract, or if not stated, at SCE's rate for SCE employees.

3. Changes in the Not-to-Exceed Budget for Tasks highlighted in grey require a change order. All other changes in the budget require written authorization from the CPM.
AGENDA DESCRIPTION:

Consideration and possible action to waive El Segundo Municipal Code (ESMC) section 10-1-4 C for the purpose of allowing a “Beer Garden” as a component of Hometown Fair, on Saturday, May 7, 2011, from 12:00-4:00pm, at Library Park.

(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Approve the request to waive El Segundo Municipal Code (ESMC) section 10-1-4 C for the purpose of allowing a “Beer Garden” as a component of Hometown Fair, on Saturday, May 7, 2011, from 12:00-4:00pm, at Library Park.

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

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: None

- Amount Budgeted: $0
- Additional Appropriation: N/A
- Account Number(s): N/A

ORIGINATED BY: Meredith Petit, Recreation Superintendent

REVIEWED BY: Bob Cummings, Director of Recreation and Parks

APPROVED BY: Jack Wayt, City Manager

BACKGROUND & DISCUSSION:

The El Segundo Kiwanis Club sponsored and operated a “Beer Garden” at the 2010 Hometown Fair event after receiving approval from the Recreation & Parks Commission and City Council. The Kiwanis Club operated the new component seamlessly and has commented that it was one of their most successful fundraising events.

The Kiwanis Club has expressed their interest in sponsoring and operating a “Beer Garden” again at this year’s event on Saturday, May 7th at Library Park. At the Recreation and Parks Commission meeting on February 16, 2011, the Commission recommended staff to seek City Council approval of the waiver of ESMC 10-1-4 C to allow alcohol at a park facility for this event:

C. Park Rule Three; Consumption Or Possession Of Intoxicating Liquor: No person shall drink any intoxicating liquor or possess an open container of an alcoholic beverage upon any street, sidewalk or parkway, park, playground, or in any public place, or in any place open to the patronage of the public, which premises are not licensed for the consumption of liquor on the premises. (Ord. 700, 7-22-1968)

The El Segundo Kiwanis Club would be subject to compliance of state Alcohol Beverage Commission regulations and permits. They would also be centrally located at the event next to the Gazebo with

-Continued on Next Page-
perimeter fencing to allow for greater control and supervision. The event is scheduled from 10:00am to 4:00pm; however, the “Beer Garden” would operate from 12:00pm to 4:00pm.

The El Segundo Kiwanis Club is experienced in operating “Beer Gardens” at local special events, and in addition to last year’s Hometown Fair, has been awarded similar approvals from City Council for the 2009 and 2010 Richmond Street Fair events. It is staff’s request that due to their proven track record in upholding state regulations and the addition of a very well-received event component by the public, that the City Council grant the approval for the ESMC 10-1-4 C to be waived for the operation of the “Beer Garden” at the 2011 Hometown Fair.
AGENDA DESCRIPTION:

Consideration and possible action to recommend modifications to the Committees, Commissions and Boards (CCB). Fiscal Impact: None

RECOMMENDED COUNCIL ACTION:

1. Approve recommended modifications;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Committees, Commissions and Boards Recommended Modifications

FISCAL IMPACT:

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

ORIGINATED BY:

REVIEWED BY: Mayor Eric Busch
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
## Committees, Commissions and Boards
### Recommended Modifications

<table>
<thead>
<tr>
<th>Committee/Commission</th>
<th>Department/Staff Liaison</th>
<th>Current Status</th>
<th>Proposed Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hyperion – El Segundo Citizens Forum</td>
<td>Public Works</td>
<td>Meets monthly: alternates between lunch (12:00 – 1:30) and evening meetings (6:00 – 7:30)</td>
<td>Change to quarterly, evenings only (5:30 – 7:00 pm)</td>
</tr>
<tr>
<td>CIPAC</td>
<td>Public Works</td>
<td>Meetings 3-5 times in the spring to address all proposed projects</td>
<td>Only one meeting, and only when there are general fund revenues to spend. Remove CIPAC rating and review of Enterprise projects.</td>
</tr>
<tr>
<td>Environmental Committee</td>
<td>Public Works</td>
<td>Meets every other month</td>
<td>Change to quarterly</td>
</tr>
<tr>
<td>Community Cable Advisory Committee</td>
<td>Recreation and Parks</td>
<td>Meets once a month</td>
<td>Disband committee. Assign to Recreation and Parks Commission</td>
</tr>
<tr>
<td>Economic Development Advisory Council</td>
<td>City Manager/Planning</td>
<td></td>
<td>Eliminate</td>
</tr>
<tr>
<td>Investment Advisory Committee</td>
<td>Treasury/Finance</td>
<td>Meets quarterly</td>
<td>No change</td>
</tr>
<tr>
<td>Library Board of Trustees</td>
<td>Library</td>
<td>Meets every other month starting in Jan. at 7pm.</td>
<td>No change</td>
</tr>
<tr>
<td>Planning Commission</td>
<td>Planning</td>
<td>Meets twice per month</td>
<td>Discuss starting meetings at 5:00 pm to save overtime.</td>
</tr>
<tr>
<td>Rec and Park Commission</td>
<td>Recreation and Parks</td>
<td>Meets once a month</td>
<td>Add Cable and Golf Course oversight</td>
</tr>
<tr>
<td>Senior Citizen Housing Board</td>
<td>Recreation and Parks</td>
<td>Meets once a month</td>
<td>No change</td>
</tr>
<tr>
<td>Disaster Council</td>
<td>Fire</td>
<td>Meets once a month</td>
<td>Change to quarterly</td>
</tr>
<tr>
<td>Golf Committee</td>
<td>Recreation and Parks</td>
<td>Meets once every other month</td>
<td>Disband committee. Assign to Recreation and Parks Commission</td>
</tr>
</tbody>
</table>