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 15, 2011 – 5:00 P.M.

Next Resolution # 4716
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- matters

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 15, 2011 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Father Alexei Smith, St. Andrew Russian Greek Catholic Church

PLEDGE OF ALLEGIANCE – Council Member Carl Jacobson

Next Resolution # 4716
Next Ordinance # 1459
PRESENTATIONS

a. Chevron Products Company announces their sponsorship of the 2011 “Summer of Celebration” Special Event Series including the Fourth of July Community Celebration and Fireworks Spectacular, Concerts in the Park, and Shakespeare by the Sea, and presents a donation check.
b. Recognition of the Bettye Poland the 2011 Outstanding School Crossing Guard of the Year

ROLL CALL

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

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment (EA No. 911), and 2) a Development Agreement Amendment (DA No. 11-01 (First Amendment to Development Agreement No. 00-02)) to allow an 88,847 square-foot office building at 888-898 North Sepulveda Boulevard. Applicant: Realty Associates Advisors, LLC. (Fiscal Impact: $150,000-$228,000 Contribution to improvements of Sepulveda Boulevard and to other public benefits).

Recommendation – (1) Open Public Hearing; (2) Discussion; (3) Introduce and waive first reading of an Ordinance approving Environmental Assessment EA 911 and adopting Development Agreement No. 11-01 (First Amendment to Development Agreement No. 00-02); (4) Schedule second reading and adoption of the Ordinance on April 5, 2011; (5) Alternatively, discuss and take other possible action related to this item.
2. Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a Categorical Exemption; and 2) a Zone Text Amendment amending the El Segundo Municipal Code ("ESMC") as it relates to nonconforming buildings and structures and to allow administrative adjustments for nonconforming buildings for incidental life safety repairs or upgrades and reasonable access accommodations for persons with disabilities. Applicant: City Initiated (Fiscal Impact: None)

Recommendation – (1) Open Public Hearing; (2) Discussion; (3) Introduce and waive first reading of an Ordinance for Environmental Assessment No. EA 862 and Zone Text Amendment No. 10-02; (4) Schedule second reading and adoption of Ordinance on April 5, 2011; (5) Alternatively, discuss and take other possible related action to this item.

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.

3. Warrant Numbers 2581264 to 2581453 on Register No. 11 in the total amount of $455,275.53 and Wire Transfers from 2/18/11 through 3/04/11 in the total amount of $672,813.30.

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.

4. Regular City Council Meeting Minutes of March 1, 2011.

Recommendation – Approval.
5. Consideration and possible action regarding the approval of a Memorandum of Agreement with the Regional Terrorism Information Integration System (RTIIS) participating agencies for El Segundo's continued participation in the Los Angeles Regional Integrated Law and Justice Project and authorize the City Manager to execute the appropriate documents. Additionally, authorize funding to configure and merge CopLink data to the Tiburon Records Management System (RMS). (Fiscal Impact: $51,000)

Recommendation – (1) Authorize the City Manager to execute an amended Memorandum of Agreement, approved as to form by the City Attorney, between the City of El Segundo and RTIIS; (2) Authorize the use of previously identified and approved monies from the equipment replacement fund to pay the costs necessary to configure and merge police COPLINK data from the West Covina Service Group RMS to the Tiburon RMS in an amount not to exceed $50,910; (3) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action regarding authorization for the Police Department to replace two Crown Victoria K9 patrol vehicles with new Ford Crown Victoria cars piggybacking on an existing Los Angeles County Sheriff's Department contract. (Fiscal Impact: $66,400)

Recommendation – (1) Authorize the Police Department to replace two Ford Crown Victoria vehicles, currently overdue for replacement in the equipment replacement fund, with new Ford Crown Victoria cars; (2) Pursuant to El Segundo Municipal Code 1-7-10, waive the bidding process authorizing staff to issue a purchase order piggybacking an existing Los Angeles County Sheriff's Department contract to purchase and outfit two Ford Crown Victoria in an amount not to exceed $66,400; (3) Alternatively, discuss and take other action related to this item.

7. Consideration and possible action regarding a request from non-profit organization, Broadway in the Park, to waive the facility rental fees associated with a multi-day special event taking place July 24, 2011, through August 1, 2011, at the Softball Field in Recreation Park. (Fiscal Impact: None)

Recommendation – (1) Approve the fee waiver request from “El Segundo Broadway in the Park” for the amount of $2,178; (2) Alternatively, discuss and take other action related to this item.

8. Consideration and possible action regarding approval of the examination plan for Fire Equipment Mechanic. Fiscal Impact: None.

Recommendation – (1) Approve the proposed Examination Plan for Fire Equipment Mechanic; (2) Alternatively, discuss and take other action related to this item.
9. Consideration and possible action to authorize the City Manager to execute a professional services agreement with Nexus I.S. in the amount of $75,000 to provide technical support for current projects in the Information Systems division. (Fiscal Impact $75,000)

Recommendation – (1) Authorize the City Manager to execute a professional services agreement with Nexus I.S. in the amount not to exceed $75,000; (2) Alternatively, discuss and take other action related to this item.

10. Consideration and possible action to award a standard Public Works Contract to Kalban, Inc., for the 2010-2011 annual contract for curb, gutter, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Program. Project No.: PW 11-01 (Fiscal Impact: $46,997.86 Gas Tax Funds)

Recommendation – (1) Authorize the City Manager to execute a Standard Public Works Contract in a form as approved by the City Attorney with Kalban, Inc., in the amount of $46,997.86; (2) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action regarding a new Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41 Alcoholic Beverage Control License) at a new restaurant (Ragin Cajun) located at 2005 Park Place # B-2 (Fiscal Impact: N/A)

Recommendation – (1) Receive and file this report without objecting to a new Type 41 ABC license at 2005 Park Place # B-2; (2) Alternatively, discuss and take other possible action related to this item.

12. Consideration and possible action regarding the approval of a Professional Services Agreement with RBF Consulting, to provide environmental review services pursuant to the California Environmental Quality Act (CEQA) for the Raytheon El Segundo South Campus Specific Plan Project. (Fiscal Impact: up to $473,628 Developer Reimbursed Trust Fund)

Recommendation – (1) Approve a budget appropriation of up to $473,628 to provide environmental review services; (2) Authorize the City Manager to execute a Professional Service Agreement for environmental review services approved as to form by the City Attorney in an amount not to exceed $473,628; (3) Alternatively, discuss and take other possible action related to this item.
CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

13. Consideration and possible action regarding acceptance of a grant from the Federal Aviation Administration (FAA) of up to $5 Million to be used for the Residential Sound Insulation (RSI) Program.

Recommendation – (1) Accept a grant from the Federal Aviation Administration (FAA) of up to $5,000,000; (2) Authorize the Mayor to execute the FAA Grant Agreement; (3) Alternatively discuss and take other action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes –

Council Member Brann –

Council Member Jacobson –

Mayor Pro Tem Fisher –

Mayor Busch –
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: March 9, 2011  
TIME: 1:40 p.m.

NAME: [Signature]
PRESENTATIONS

a. Chevron Products Company announces their sponsorship of the 2011 “Summer of Celebration” Special Event Series including the Fourth of July Community Celebration and Fireworks Spectacular, Concerts in the Park, and Shakespeare by the Sea, and presents a donation check.
PRESENTATIONS

b. Recognition of the Bettye Poland the 2011 Outstanding School Crossing Guard of the Year
AGENDA DESCRIPTION:
Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment (EA No. 911), and 2) a Development Agreement Amendment (DA No. 11-01 (First Amendment to Development Agreement No. 00-02)) to allow an 88,847 square-foot office building at 888-898 North Sepulveda Boulevard. Applicant: Realty Associates Advisors, LLC. (Fiscal Impact: $150,000-$228,000 Contribution to improvements of Sepulveda Boulevard and to other public benefits).

RECOMMENDED COUNCIL ACTION:
1. Open Public Hearing;
2. Discussion;
3. Introduce and waive first reading of an Ordinance approving Environmental Assessment EA 911 and adopting Development Agreement No. 11-01 (First Amendment to Development Agreement No. 00-02);
4. Schedule second reading and adoption of the Ordinance on April 5, 2011; and/or
5. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Ordinance and Exhibits
2. Draft First Amendment to Development Agreement No. 00-02
3. Draft First Amendment to Development Agreement No. 00-02 (strike-out/underline version)
4. Planning Commission Staff Report Dated February 24, 2011 and Attachments

FISCAL IMPACT: None

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

BACKGROUND AND DISCUSSION:

I. Background

The subject site (888-898 North Sepulveda Boulevard) is approximately 2.55 acres and generally located at the southeast corner of Sepulveda Boulevard and Walnut Avenue within the Corporate Office (CO) Zone. The subject site is currently developed with an 840-space parking structure (892 North Sepulveda Boulevard), which provides the
required parking for an office building on the adjacent lot at 898 North Sepulveda Boulevard. The parking structure also provides parking spaces for an interim airport parking use ("Park and Ride" business), which was permitted by the original Development Agreement and an Administrative Use Permit.

In 2001, the City entered into a ten-year Development Agreement (DA 00-02) to allow construction of a new office building at 888 North Sepulveda Boulevard on the same lot as the parking structure. The agreement provided for a financial contribution to the City and allowed the "Park and Ride" business to remain until construction of the new office building was completed. The main provisions of the original development agreement are:

A. The Development Project description. The project would involve construction of a six-story office building consisting of a maximum of 120,610 square-feet with a Floor Area Ratio ("FAR") of 1.086. Parking for the office building would be provided in the existing parking structure, with an additional 17 surface parking spaces.

B. Exceptions to Development Standards.
   i. The existing "Park and Ride" business approved on an interim basis (EA No. 356, and AUP No. 94-6) would be discontinued after construction of the office building and issuance of a Certificate of Occupancy for the first tenant improvement.
   ii. The project would be allowed to provide only two loading spaces measuring 13 feet by 30 feet, instead of the required three spaces measuring 13 feet by 50 feet.

C. Benefits to the City. The Developer agreed to contribute to the City the sum of $150,000 for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site.

The full text of the existing development agreement is provided in Exhibit 4 as an attachment to the Planning Commission staff report.

The property owner has been unable to complete the development project agreed to in the original development agreement due to changes in the market demand for office space and the overall economic conditions in the last few years. The property was recently sold to the applicant, Realty Associates Advisors, LLC. The applicant is requesting the proposed amendments to allow more time to pursue development of the property. The proposed amendments will ensure that development of the site will be consistent with the City's current development standards and the City will gain a larger financial benefit. As an alternative to the proposed office building, the property owner has expressed interest in seeking approval of a hotel development on this site, including a permanent airport-parking component. This concept was the subject of City Council discussion on February 17, 2009. At the time, the Council directed the property owner to submit a full application for an Environmental Assessment, a Development Agreement Amendment, and a Conditional Use Permit for a hotel development.

The existing development agreement will expire on April 19, 2011. For this reason, the applicant has requested an amendment to the development agreement to extend its
duration by five years and to modify certain of its provisions. The proposed amendment would:

A. Extend the duration of the agreement by five years until March 20, 2016;
B. Limit the size of the office building to 88,847 square feet (net floor area) and the FAR to 0.8, which is the current limit in the CO Zone.
C. Increase the potential height of the office building to 10 stories or less, but less than the maximum height limit of 200 feet which is consistent with the current CO Zone.
D. Modify the truck loading requirements to be consistent with current El Segundo Municipal Code standards.
E. Retain the public benefit contribution to the City of the sum of $150,000 for the cost of landscaping, median, visual and other improvements to Sepulveda Boulevard.
F. Increase the public benefit contribution to the City by adding yearly payments of $12,000 for the first two years and $18,000 for the next three years, commencing on the effective date of the proposed Development Agreement Amendment and paid annually thereafter unless a building is constructed or the Development Agreement is further modified in the future.
G. Allow the interim airport parking use (“Park and Ride”) business to continue on an interim basis until completion of construction and issuance of a Certificate of Occupancy for the proposed office building.

The specific language of the development agreement is attached (Exhibits 2 and 3).

II. Analysis

General Plan and Zoning Consistency

The El Segundo General Plan land use designation for the subject site is currently Corporate Office and the Zoning designation is Corporate Office (CO). The proposed amendment is consistent with both designations in that the proposed use is permitted in the CO Zone and the office building would be developed in accordance with the CO Zone development standards. Furthermore, the proposed amendment and office development are consistent with the General Plan Land Use and Economic Development Goals regarding the City’s employment and tax base. These goals are discussed in more detail in Planning Commission Resolution No. 2688 (Exhibit 4).

Environmental Review

The City previously adopted a Mitigated Negative Declaration for the proposed project pursuant to the requirements of the California Environmental Quality Act (“CEQA”), California Public Resources Code §§ 21000, et seq. In accordance with CEQA Guidelines § 15162(a), a new environmental document is not required for the proposed extension of the term of the Development Agreement since the proposed project does not involve substantial changes that will require major revisions to the previous Mitigated Negative Declaration, and will not result in a significant impact to the environment or require new mitigation measures.
The proposed amendment is consistent with the certified Mitigated Negative Declaration (Exhibit 4) in that the proposed development will remain the same as in the original development agreement. The Mitigated Negative Declaration proposed mitigation in the areas of Air Quality, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Public Services, and Utilities and Service Systems, which would reduce the impacts to less than significant. None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines § 15162 exist since the proposed changes would not result in a new significant impact to the environment or require new mitigation measures. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the draft Ordinance approving the proposed amendment.

Planning Commission Action

At its February 24, 2011 meeting, the Planning Commission reviewed the matter, considered the public testimony, and recommended to the City Council approval of Environmental Assessment No. EA-911 and Development Agreement No. 11-01. The applicant indicated agreement with Staff’s report and that he was available to respond to questions from the Commission. No other members of the public spoke at the Planning Commission meeting or submitted any written correspondence regarding this matter.

III. Recommendation

Planning Division Staff recommends that the City Council introduce and waive first reading of the attached draft Ordinance to approve Development Agreement No. 11-01 (First Amendment to Development Agreement No. 00-02). Second reading and adoption of the Ordinance would occur on April 5, 2011.
ORDINANCE NO. ___

AN ORDINANCE AMENDING DEVELOPMENT AGREEMENT NO. 00-02 BETWEEN REALTY ASSOCIATES ADVISORS, LLC, AND THE CITY OF EL SEGUNDO AFFECTING A PROPERTY LOCATED AT 888-898 NORTH SEPULEDILLA BOULEVARD.

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

SECTION 1: The City Council finds and declares that:

A. On March 20, 2001, the City Council of the City of El Segundo approved Environmental Assessment No. 535, Development Agreement No. 00-02, and General Plan Amendment to allow the development of an office building at 888 North Sepulveda Boulevard;

B. On February 8, 2011, the applicant, filed an application for an amendment ("First Amendment") to Development Agreement No. 00-02;

C. The application from Realty Associates Advisors, LLC was reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City's Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

E. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for February 24, 2011;

F. The Planning Commission held a public hearing regarding the application on February 24, 2011. Thereafter the Planning Commission adopted Resolution No 2688 recommending that the City Council amend Development Agreement No. 00-02; and

G. On March 15, 2011, the Council held a public hearing and considered the information provided by the Planning Commission, City Staff, public testimony, and representatives of the applicant Realty Associates Advisors, LLC; and

H. This Ordinance and its findings are made based upon the testimony and evidence presented to the Council at its March 15, 2011, public hearing.
including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Environmental Assessment. The City Council previously certified a Mitigated Negative Declaration for the proposed project pursuant to the requirements of CEQA. In accordance with CEQA Guidelines § 15162(a), a new environmental document is not required for the proposed extension of the term of the Development Agreement since the proposed project does not involve substantial changes that will require major revisions to the previous Mitigated Negative Declaration, and will not result in a significant impact to the environment or require new mitigation measures.

SECTION 3: Amendments to the Development Agreement. Development Agreement No. 00-02 is amended in its entirety as set forth in attached Exhibit "A," which is incorporated into this Ordinance by reference.

SECTION 4: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end; the provisions of this Ordinance are severable.

SECTION 5: This Ordinance will remain effective until superseded by a subsequent ordinance.

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

PASSED, APPROVED AND ADOPTED this ____ day of April 2011.

________________________________________
Eric Busch, Mayor

ATTEST:

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

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. was duly introduced by said City Council at a regular meeting held on the ____ day of March 2011, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ____ day of April 2011, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

________________________________________
Mark D. Hensley, City Attorney
EXEMPT FROM RECORDER’S FEES
Pursuant to Government
Code §§ 6103, 27383
Recording Requested By
and When Recorded Return to:

CITY CLERK
CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND
REALTY ADVISORS ASSOCIATES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

THIS AGREEMENT MUST BE RECORDED WITHIN TEN DAYS
OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE
REQUIREMENTS OF GOVERNMENT CODE §65868.5
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made this 20TH day of March 2011, by and between the CITY OF EL SEGUNDO, a City in the State of California ("City"), and REALTY ADVISORS ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"). In consideration of the mutual covenants and agreements contained in this Agreement, the City and Developer agree as follows:

1. **Recitals.** This Agreement is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:

   A. The City is authorized pursuant to Government Code §§ 65864 through 65869.5 to enter into binding agreements with persons or entities having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process.

   B. The Developer is the owner of certain real property, located at the southeast corner of Sepulveda Boulevard and Walnut Avenue (the "Site"), commonly known as 888 N. Sepulveda Boulevard, 892 N. Sepulveda Boulevard, and 898 N. Sepulveda Boulevard (collectively, the "Site"). Currently, 898 N Sepulveda Boulevard is improved with an eight (8) - story, eighty-five thousand (85,000) square foot office building, which Developer recently caused to be remodeled and retrofitted. 898 N Sepulveda Boulevard is hereinafter referred to as "Parcel 1" and is legally described on Exhibit "A-1" attached hereto. Currently, 888 N. Sepulveda Boulevard is vacant. The property was formerly improved with a twelve (12) -story, one hundred forty thousand (140,000) square foot office building, which had been vacant for approximately ten (10) years, that contained asbestos and required extensive retrofitting. The building was demolished in 2002. Located on 892 N. Sepulveda Boulevard is a six (6) -story parking structure, providing required parking for the buildings located on Parcel 1 and Parcel 2, and for a separate airport parking business operated by a Developer known as "Airport 105 Parking." 888 N. Sepulveda Boulevard and 892 N. Sepulveda are collectively referred to and herein as "Parcel 2", and are legally described on Exhibit "A-2" attached hereto.

   C. The Parties desire to enter into this Agreement in conformance with the Government Code and the El Segundo Municipal Code in order to achieve the development of the Site as expressly provided under the terms of this Agreement.

   D. The Developer proposes to construct an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of one eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR") of 0.8. Parking for the new office building would be provided by the existing parking structure located on Parcel 2, with an additional seventeen (17) surface parking stalls (the "Development Project.") The Development Project is
hereinafter sometimes referred to as the "Project." All parking required for Parcel 1 must be provided on Parcel 2.

E. The City desires to obtain the binding agreement of the Developer for the development of the Site in accordance with the provisions of this Agreement.

F. The Developer desires to obtain the binding agreement of the City to permit the Developer to develop the Project in accordance with the "Applicable Rules" (as hereinafter defined), as modified by this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and restrictions imposed upon the development of the Property pursuant to the Project approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.

G. Developer has applied to the City in accordance with applicable procedures for approval of this mutually binding Agreement. The Planning Commission and City Council of the City have given notice of intention to consider this Agreement and, have conducted public hearings thereon pursuant to the Government Code.

H. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of El Segundo and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the welfare of the region.

I. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to delay, postpone, preclude or regulate development of the Project on the Site except as provided for herein.

J. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project, and generally serves the public interest within the City of El Segundo and the surrounding region.

K. The City is entering into this Agreement in part because it anticipates that the Project, once completed, will replace vacant property with an attractive structure acting as a gateway and landmark for the northern portion of the City.

2. Definitions. In this Agreement, unless the context otherwise requires:

   (a) "Applicable Rules" means: (i) statutes, ordinances, the rules, regulations, and official policies of the City in force as of the "Effective Date" (as hereinafter defined) governing zoning, development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project as modified by Section 6(f) of this Agreement; and (ii) the mitigation measures adopted
by the City and the conditions imposed by this Agreement and the Project's Discretionary Approvals.

(b) "Discretionary Actions; Discretionary Approvals" are actions which require the exercise of judgment or a decision, and which contemplate and authorize the imposition of revisions or conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

(c) "Effective Date" means the date the applications for Discretionary Approvals were approved by City Council.

(d) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted, operative after the Effective Date of this Agreement which, other than as provided for in this Agreement, would govern the zoning, development, density, permitted uses, growth management, environmental considerations, and design criteria applicable to the Project and Site. The parties intend the development of the Project and the Site to be subject to Subsequent Applicable Rules only to the extent specified in paragraph (a) of Section 8 of this Agreement.

(e) "Zoning Ordinance" means the zoning regulations set forth in in the El Segundo Municipal Code, as it exists on the Effective Date.

3. Interest of Developer. The Developer represents to the City that, as of the Effective Date, it owns the Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

4. Binding Effect. This Agreement, and all of the terms and conditions of this Agreement, run with the land comprising the Site and are binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest.

5. Negation of Agency. The Parties acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith is construed as making the City and Developer joint venturers, partners or employer/employee.

6. Development of the Property. The following specific restrictions govern the use and development of the Project as described herein and in Exhibit "B," and without the need for any additional Discretionary Actions:
(a) **Permitted Uses of the Property.** Nothing set forth in this Agreement may be deemed to require Developer to complete the Project; however, the City and the Developer agree that the permitted, conditional and permitted uses of the Property are provided in the Applicable Rules, as modified by subsection (f) herein below;

(b) **Density and Intensity of Use.** The City and Developer agree that the maximum densities and intensities for the permitted use of the Project are set forth in this Agreement and the Discretionary Approvals.

(c) **Maximum Height and Size of Proposed Building.** The City and Developer agree that the maximum height and size of the building proposed for the Project are set forth in this Agreement.

(d) **Development Standards.** All design and development standards applicable to the development of the Project must comply with the Applicable Rules, as modified by subsection (f) herein below, the conditions of the Discretionary Approvals as adopted, amended or modified in the future by mutual consent. The sole exactions, conditions, and mitigation measures to be required for the Project are those contained in the Applicable Rules, the conditions imposed by the Project's Discretionary Approvals, and this Agreement.

(e) **Adherence to Building Code.** All construction on the Property must adhere to the model codes adopted by reference in the ESMC in accordance with California law in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "**the Building Codes**").

(f) **Extension of Interim Approval for Airport Park and Ride.** The Developer may design and construct the Project with the following exceptions to the current Zoning Ordinance Development Standards, as may reasonably be required to carry out the Project, including, without limitation, the following:

(i) In connection with Development Project, the existing "**Administrative Use Permit**" (EA No.356, and AUP No. 94-6), for Developer's currently existing "**Park and Ride**" business is permanently revoked and the use must be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding occupancy of a building management/leasing office which does not trigger such revocation.

7. **Acknowledgements, Agreements and Assurances on the Part of the Developer.** The parties acknowledge and agree that Developer's faithful performance in developing the Project on the Site, pursuant to the terms of this Agreement and in constructing and installing public improvements, making payments and complying with the Applicable Rules will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from
Developer's assurances and faithful performance thereof and that same is in balance with the benefits conferred by the City on the Project and the Developer by this Agreement. In consideration of the foregoing and the City's assurances set out in Section 8 below, Developer makes the covenants set forth in this Agreement.

8. Acknowledgments, Agreements and Assurances on the Part of the City. In order to effectuate the provisions of this Agreement and in consideration for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 7 of this Agreement, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project within the Site, subject to the terms and conditions of this Agreement, the conditions of the Project Approvals and the Applicable Rules, as modified by this Agreement. Therefore, the City hereby agrees and acknowledges that:

(a) Entitlement to Develop. The Developer is granted the vested right to develop the Project on the Site to the extent and in the manner provided in this Agreement, subject to the Applicable Rules, as modified by this Agreement, and, should the City make the findings set forth below in this subparagraph (a), any "Subsequent Applicable Rules." Any change in the Applicable Rules, including, without limitation, any change in the General Plan, any applicable Specific Plan, Zoning Ordinance, growth management regulations, design standards or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, cannot be applied by the City to the Project on the Site. Subsequent Applicable Rules can be applied to the Site by the City only if, after public hearing, (1) the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) it is applied consistently and evenly to all other similar developments in the City. Subsequent Applicable Rules with regard to increases in existing permit fees imposed by the City (i.e., fees intended to cover the City's processing costs) and not otherwise restricted by the terms of this Agreement, may, notwithstanding the above, be imposed on Developer.

In the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement must be modified or suspended as may be necessary to comply with such state or federal law or regulation.

(b) Subsequent Discretionary Actions. With respect to any Discretionary Action or Discretionary Approval that is, or may be required subsequent to the execution of this Agreement, the City agrees that it will not unreasonably withhold from Developer or unreasonably condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed unless the City determines that (1) the failure to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner.
and (2) such condition is applied consistently and evenly to all other similar developments in the City. Moreover, in the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

9. **Vesting of Development Rights.** In Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a after-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer shall have the right, without obligation, except as otherwise specifically set forth herein, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the term of this Agreement. In furtherance of the City's and Developer's intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Site. However, nothing in this section shall be construed to limit City's right to enforce Developer's obligations pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

10. **Benefits to the City.** The Developer agrees to contribute to the City an additional sum as an enhanced community benefit to be paid to the City annually for a period of five (5) years beginning upon the effective date of this Development Agreement. The Developer will be permitted to use any excess parking spaces for an off-site airport parking use located in the parking structure at 892 North Sepulveda Boulevard. The number of excess parking spaces is determined by the number of spaces that are not required by the El Segundo Municipal Code for use by the existing office building at 898 North Sepulveda Boulevard. The airport parking use is permitted on an interim basis in a manner consistent with Administrative Use Permit No. 94-6, until a Certificate of Occupancy is issued for the proposed office building. This payment will cease after five (5) years or on the date that a Certificate of Occupancy is issued for the proposed building, whichever occurs first. The payment schedule is as follows:

Year 1: $12,000 (to be paid upon the effective date of this Development Agreement)
Year 2: $12,000 (due 12 months after the proceeding payment)
Year 3: $18,000 (due 12 months after the proceeding payment)
Year 4: $18,000 (due 12 months after the proceeding payment)
Year 5: $18,000 (due 12 months after the proceeding payment)

The City will benefit from increased sales taxes derived from retail sales to occupants of the Project. Further, the Developer agrees to contribute to the City the sum of One-
Hundred Fifty Thousand Dollars ($150,000) for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. The City shall, at its sole discretion determine which improvements the Developer's contribution shall be used for. The payment shall be made before the City's issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding a building/management and leasing office which shall not trigger the contribution obligation. Any such work shall be performed by the City.

11. **Cooperation and Implementation.** The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory performance by Developer of all required preliminary conditions, actions and payments, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project or Site in accordance with the terms of this Agreement. Developer must, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this agreement.

12. **Review of Compliance.**

(a) **Periodic Review.** The City Manager of the City will review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedure and standards set forth in this Agreement and the El Segundo Municipal Code in order to ascertain compliance by the Developer with the terms of this Agreement.

(b) **Special Review.** The City Council of the City may order a special review of compliance with this Agreement at any time but not to exceed twice per year. The Director of Planning and Building Safety or the City Council, as determined by the City Council, must conduct such special reviews.

(c) **Procedure.** During either a periodic review or a special review, the Developer is required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The parties acknowledge that failure by the Developer to demonstrate good faith compliance constitutes grounds for termination or modification of this Agreement in accordance with Government Code § 65865.1.

13. **Default Provisions.**

(a) **Default.** Either party to this Agreement is deemed to have breached this Agreement if it materially breaches any of the provisions of the Agreement and the same is not cured within the time set forth in a written notice of violation from the non-breaching party to the breaching party, which period of time cannot be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching party cannot
reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching party cannot be in default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines to proceed with termination of this Agreement, the City must give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code §§ 65867 and 65868. At the time and place set forth in the hearing on termination, the Developer must be given an opportunity to be heard. If the City Council finds based upon the evidence that the Developer is in breach of the Agreement, the Council may modify or terminate this Agreement.

(b) Content of Notice of Violation. Every notice of violation must state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. The notice is deemed given on the date that it is personally delivered or on the date that is three (3) business days after it is deposited in the United States mail, in accordance with Section 21 hereof.

(c) Remedies for Breach. The Parties agree that remedies for breach of the Agreement is limited to the remedies expressly set forth in this subsection. The remedies for breach of the Agreement by City or Developer are limited to injunctive relief and/or specific performance except in the event of a monetary default by Developer the City is entitled to seek any remedy available to it at law or in equity.

14. Mortgagee Protection: At the same time that City gives notice to the Developer of a breach, City must send a copy of the notice to each holder of record of any deed of trust on the portion of the Site in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section 14. The copies must be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and are deemed received upon the third (3rd) day after deposit. Each Financier that has given prior notice to City pursuant to this Section has the right, at its option and insofar as the rights of City are concerned, to cure any such breach within sixty (60) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier may have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within sixty (60) days after receipt of the notice for City and thereafter diligently prosecutes the same to completion. City cannot commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein. Notwithstanding any cure by Financier, this Agreement is binding and effective against the Financier and every owner of the Site, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

15. Estoppel Certificate. At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such party certify in writing that, to the knowledge of the certified party (i)
this Agreement is in full force and effect and a binding obligation of the parties, (ii) this 
Agreement has not been amended, or if amended, the identity of each amendment, an 
(iii) the requesting party is not in breach of this Agreement, or if in breach, a description 
of each such breach. The party receiving such a request must execute and return the 
certificate within thirty (30) days following receipt of the notice. City acknowledges that a 
certificate may be relied upon by successors in interest to the Developer who requested 
the certificate and by holders of record of deeds of trust on the portion of the Site in 
which that Developer has a legal interest.

16. Operating Memoranda and Amendments of Development Agreement.

(a) Operating Memoranda. The Parties acknowledge that the 
provisions of the Agreement require a close degree of cooperation and that new 
information and future events may demonstrate that changes are appropriate with 
respect to the details of performance of the Parties under this Agreement. The Parties 
desire, therefore, to retain a certain degree of flexibility with respect to the details of 
performance for those items covered in general terms under this Agreement. If and 
when, from time to time, the Parties find that refinements or adjustments are desirable, 
such refinements or adjustments will be accomplished through operating memoranda or 
implementation agreements approved by the Parties which, after execution, will be 
attached to this Agreement as addenda and become a part hereof.

Operating memoranda or implementation agreements may be executed 
on behalf of the City by the City Manager and the City Attorney. In the event a 
particular subject requires notice or hearing, such notice or hearing will be appropriately 
given. Any significant modification to the terms of performance under this Agreement 
will be processed as an amendment of this Agreement in accordance with applicable 
rules and must be approved by the City Council.

(b) Amendments. This Agreement may be amended from time to time 
only upon the mutual written consent of City and Developer; provided, however, that in 
connection with the transfer of any portion of Developer's rights or obligations under this 
Agreement to another developer, Developer (or any assignee of Developer's rights), 
such other developer and City may agree that the signature of such other developer 
may be required to amend this Agreement insofar as such amendment would materially 
alter the rights or obligations of such developer hereunder. In no event will the 
signature or consent of any "Non-Assuming Transferee" (defined below) be required to 
amend this Agreement.

(c) Minor Changes. Any change to this Agreement which does not 
substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, 
(iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restriction 
or requirements for subsequent discretionary actions, (v) the density or intensity of use 
of the Project Site or the maximum height or size of proposed buildings or (vi) monetary 
contributions by Developer, will, with Developer's consent, be subject to the review and

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approval of the City's city manager (the "City Manager") and not require notice or public hearing, except to the extent otherwise required by law.

(d) **Future Development Agreements.** Except as otherwise consented to by Developer, any future development agreement that may be entered into between City and a successor or assign of Developer with respect to any portion of the Project Site must be consistent with the terms and provisions of this Agreement.

(e) **Future Approvals Do Not Require Amendments to Development Agreement.** Except as may be otherwise agreed to by the parties, no amendment of this Agreement is required in connection with the issuance of any Discretionary Approval. Any Discretionary Approval issued after the Effective Date will automatically be incorporated into this Agreement and vested hereby. City will not issue any Discretionary Approval for any portion of the Project Site unless Developer requests such Discretionary Approval from City.

17. **Term of Agreement.** This Agreement becomes operative and begins upon the Effective Date and remains in effect for a term of five (5) years, unless said term is terminated, modified, or extended by circumstance set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement is deemed terminated and of no further force and effect; provided, such termination does not automatically affect any right of the City or Developer arising from City approvals on the Project before the expiration of the term or arising from the duties of the parties as prescribed in this Agreement.

18. **Administration of Agreement and Resolution of Disputes.** All decisions by the City staff concerning the interpretation and, administration of this Agreement and the Project which is the subject hereof are appealable to the City Council and all like decisions by the City Council are final. However, decisions of the City Council shall also be subject to judicial review pursuant to Code of Civil Procedure § 1094.5. so long as such action is filed in a court of competent jurisdiction not later than ninety (90) days following the date on which the City's decision becomes final pursuant to Code of Civil Procedure § 1094.6.

19. **Notices.** All notices under this Agreement must be in writing and are effective when personally delivered or upon the third (3rd) day after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to the City: City of El Segundo  
350 Main Street  
E1 Segundo, California 90245  
Attn: Director of Planning and Building Safety

With a copy to: Jenkins & Hogin, LLP
20. **Severability and Termination.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

21. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

22. **Force Majeure.** In the event of changed conditions, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, or other circumstances which substantially interfere with carrying out the Project, as approved by the City, or with the ability of either party to perform its obligations under this Agreement, and which are not due to actions of Developer and are beyond its reasonable control, the parties agree to bargain in good faith to modify such obligations to achieve the goals and preserve the original intent of this Agreement.

23. **Waiver.** No waiver of any provision of this Agreement constitutes a waiver of any other provision, whether or not similar; nor does any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver is binding, unless it is executed in writing by a duly authorized representative of the party against whom enforcement of the waiver is sought.

24. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement cannot be amended, except as expressly provided herein.
25. **Relationship of the Parties.** Each party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Party in any respect. Nothing contained herein or in any document executed in connection herewith may be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

26. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they do not constitute a pact of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Project Approvals or the Subsequent Approvals, the provisions of this Agreement shall prevail over the Project Approvals.

27. **Constructive Notice and Acceptance.** Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest in the Project Site.

28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person has any right of action based upon any provision of this Agreement.

29. **Incorporation of Exhibits.** The following Exhibits are part of this Agreement and each of which are incorporated herein by this reference:

   - Exhibit A -1 Legal Description of Parcel 1
   - Exhibit A -2 Legal Description of Parcel 2
   - Exhibit B Description of the Projects
   - Exhibit C Form of Assignment and Assumption

30. **Entire Agreement Conflicts.** This Agreement represents the entire agreement of the parties. Should any or all of the provisions of this Agreement be found to be in conflict with any provision or provisions found in the Project Approvals, Applicable Rules, or Subsequent Applicable Rules, then the provision(s) of this Agreement prevail.

31. **Release Upon Transfer.** Upon the sale or transfer of the Developer's interest in any portion of the Property, except as otherwise provided herein, Developer is released from its obligations with respect to the portion so sold or transferred subsequent to the effective date of the sale or transfer and the City's sole remedy is against the assignee or its successor or assign, provided that (i) Developer is not in breach of this Agreement at the time of the sale or transfer and (ii) before the sale or transfer, Developer delivers to City a written assignment and assumption agreement in
the four attached hereto as Exhibit "C," duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement with respect to the sold or transferred portion of the Property. Failure to provide a written assumption agreement hereunder does not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement. Nothing contained herein may be deemed to grant to City discretion to approve or deny any such sale or transfer.

32. **Hold Harmless.** The Developer hereby agrees to and must defend, protect, save and hold the City and its elected and appointed boards, commissions, officers, agents and employees harmless from any and all claims, costs, losses, fines, penalties, demands, injuries, judgments and/or liabilities for any damages arising out of, or resulting from, the City's approval of this Agreement or either party's performance pursuant to this Agreement; provided, however, that the Developer is not required to indemnify the City from its negligence or willful misconduct; and further provided that the Developer may elect to legally challenge the City's implementation or interpretation of this Agreement.

33. **Joint Preparation.** This Agreement is deemed to have been prepared jointly and equally by the Parties, and it cannot be construed against any party on the ground that the Party prepared the Agreement or caused it to be prepared.

34. **Governing Law and Venue.** This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement must be filed in the appropriate court having jurisdiction in the County of Los Angeles.

35. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have each executed this Agreement of the date first written above

CITY OF EL SEGUNDO

By: ____________________________

Mayor

ATTEST:

______________________________

Cindy Mortesen, City Clerk
Approved as to form:

Mark D. Hensley, City Attorney

REALTY ASSOCIATES ADVISORS, LLC, a Delaware limited liability company

By: ____________________________
Name: __________________________
Its" President
EXHIBIT A-1

Legal Description of Parcel 1 (898 North Sepulveda Boulevard)

Parcel 1 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Map in the Office of the County Recorder of said County.
EXHIBIT A-2

Legal Description of Parcel 2
(888 North Sepulveda Boulevard and 892 North Sepulveda Boulevard)

Parcel 2 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Maps, in the Office of the County Recorder of said County.
EXHIBIT "B"

Description of Project

The Project consists of the development of an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR ") of 0.8., with parking provided by the existing parking structure located on Parcel 2, with an additional 17 surface parking stalls. The existing "Park and Ride" business would be permanently revoked and the use would be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Project, provided that the occupancy of a building management/leasing office will not trigger such revocation.
EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is entered into as of this ___ day of ______, 2011, by and between Realty Advisors Associates, LLC, A Delaware Limited Liability Company ("Assignor") and ________________ ("Assignee") with respect to the following facts:

RECITALS:

A. Assignor is the "Developer" with respect to that certain Development Agreement dated ____________, (the "Development Agreement") by and between Assignor and the City of El Segundo, a city in the State of California ("City").

B. The Development Agreement pertains to that certain real property located in the City consisting of 888, 892 and 898 North Sepulveda Boulevard (collectively, the "Site").

C. By this Assignment and Assumption, Assignor desires to assign all its right, title and interest in and to the Development Agreement to Assignee and Assignee desires to assume all of Developer's interest and obligations with respect to the Development Agreement.

NOW, THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Development Agreement. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Development Agreement and Assignee hereby accepts such assignment.

2. As-Is; Non-Recourse. Assignee hereby acknowledges and represents that Assignee has had a full and complete opportunity to evaluate the Development Agreement and the Site. Assignee acknowledges and represents that Assignee accepts the assignment of Assignor's interest in the Development Agreement on an "AS IS" basis, without any recourse to Assignor, and without any representation or warranty of any kind with respect to the terms and conditions of the Development Agreement and/or the obligations of "Developer" under the Development Agreement.

3. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all the terms, conditions, covenants and obligations imposed upon or assumed by Assignor under the Development Agreement.

EXHIBIT "C"
4. Miscellaneous.

(a) Notices. All notices or other communications provided for or permitted hereunder shall be made in writing by hand-delivery, or pre-paid first-class mail:

If to Assignor: Realty Advisors Associates, LLC,
A Delaware Limited Liability Company

If to Assignee:

ALL SUCH NOTICES AND COMMUNICATIONS SHALL BE DEEMED TO HAVE BEEN DULY GIVEN: WHEN DELIVERED BY HAND, IF PERSONALLY DELIVERED; AND TWO BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PRE-PAID, IF MAILED AS AFORESAID. ANY PARTY MAY FROM TIME TO TIME, BY WRITTEN NOTICE TO THE OTHER, DESIGNATE A DIFFERENT ADDRESS WHICH SHALL BE SUBSTITUTED FOR THAT SPECIFIED ABOVE.

(b) Captions and Headings. The captions and headings in this Assignment for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(c) Time of Essence. Except as otherwise provided herein, time is of the essence with respect to all provisions of this Assignment in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period provided for in this Assignment.

(d) Interpretation and Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed within the state. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the purpose of the parties and this Assignment. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Assignment against the party that has drafted it is not applicable and is waived.

(e) Waiver of Jury Trial. The parties hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by a party hereto or its successors and assigns on any matter whatsoever arising out of, or in any way connected with, this Assignment, the relationship of the parties hereto, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

(f) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of

EXHIBIT “C”
any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all other rights and privileges shall be enforceable to the fullest extent permitted by law.

(g) Attorneys' Fees. In any action or proceeding brought to enforce or interpret any provision of this Assignment, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover actual attorneys' fees and all other litigation costs including without limitation costs awardable pursuant to California Code of Civil Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover actual attorneys' fees and Costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

(h) Entire Agreement. This Assignment is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Assignment supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to such subject matter and there are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

(i) Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(j) Amendments. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally or in writing, except that any term of this Assignment may be amended by a writing signed by the parties, and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted.

(k) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(l) No Third Party Beneficiaries. Nothing expressed or mentioned in this Assignment is intended or shall be construed to give any person, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Assignment or any provisions herein contained, this Assignment and any conditions and provisions hereof being intended to be
and being for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and for the benefit of no other person.

(m) Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Facsimile. This Assignment may be executed by a party’s signature transmitted by facsimile ("fax"), and copies of this Assignment executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed signatures as if such signatures were originals. Any party executing and delivering this Assignment by fax shall promptly thereafter deliver a counterpart signature page of this Assignment containing said party’s original signature. All parties hereto agree that a faxed signature page may be introduced into evidence in any proceeding arising out of or related to this Assignment as if it were an original signature page.

"ASSIGNOR"  Realty Advisors Associates, LLC, A Delaware Limited Liability Company

By:

Name: ____________________________

Its: ______________________________

"ASSIGNEE"
EXEMPT FROM RECORDER’S FEES
Pursuant to Government
Code §§ 6103, 27383
Recording Requested By
and When Recorded Return to:

CITY CLERK
CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND
REALTY ADVISORS ASSOCIATES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

THIS AGREEMENT MUST BE RECORDED WITHIN TEN DAYS
OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE
REQUIREMENTS OF GOVERNMENT CODE §65868.5
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made this 20TH day of March 2011, by and between the CITY OF EL SEGUNDO, a City in the State of California ("City"), and REALTY ADVISORS ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"). In consideration of the mutual covenants and agreements contained in this Agreement, the City and Developer agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:

   A. The City is authorized pursuant to Government Code §§ 65864 through 65869.5 to enter into binding agreements with persons or entities having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process.

   B. The Developer is the owner of certain real property, located at the southeast corner of Sepulveda Boulevard and Walnut Avenue (the "Site"), commonly known as 888 N. Sepulveda Boulevard, 892 N. Sepulveda Boulevard, and 898 N. Sepulveda Boulevard (collectively, the "Site"). Currently, 898 N Sepulveda Boulevard is improved with an eight (8) - story, eighty -five thousand (85,000) square foot office building, which Developer recently caused to be remodeled and retrofitted. 898 N Sepulveda Boulevard is hereinafter referred to as "Parcel 1" and is legally described on Exhibit "A-1" attached hereto. Currently, 888 N. Sepulveda Boulevard is vacant. The property was formerly improved with a twelve (12) -story, one hundred forty thousand (140,000) square foot office building, which had been vacant for approximately ten (10) years, that contained asbestos and required extensive retrofitting. The building was demolished in 2002. Located on 892 N. Sepulveda Boulevard is a six (6) -story parking structure, providing required parking for the buildings located on Parcel 1 and Parcel 2, and for a separate airport parking business operated by a Developer known as "Airport 105 Parking." 888 N. Sepulveda Boulevard and 892 N. Sepulveda are collectively referred to and herein as "Parcel 2", and are legally described on Exhibit "A-2" attached hereto.

   C. The Parties desire to enter into this Agreement in conformance with the Government Code and the El Segundo Municipal Code in order to achieve the development of the Site as expressly provided under the terms of this Agreement.

   D. The Developer proposes to construct an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of one eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR"). Parking for the new office building would be provided by the existing parking structure located on Parcel 2, with an additional seventeen (17) surface parking stalls (the "Development Project.") The Development Project is
hereinafter sometimes referred to as the "Project." All parking required for Parcel 1 must be provided on Parcel 2.

E. The City desires to obtain the binding agreement of the Developer for the development of the Site in accordance with the provisions of this Agreement.

F. The Developer desires to obtain the binding agreement of the City to permit the Developer to develop the Project in accordance with the "Applicable Rules" (as hereinafter defined), as modified by this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and restrictions imposed upon the development of the Property pursuant to the Project approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.

G. Developer has applied to the City in accordance with applicable procedures for approval of this mutually binding Agreement. The Planning Commission and City Council of the City have given notice of intention to consider this Agreement and, have conducted public hearings thereon pursuant to the Government Code.

H. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of El Segundo and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the welfare of the region.

I. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to delay, postpone, preclude or regulate development of the Project on the Site except as provided for herein.

J. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project, and generally serves the public interest within the City of El Segundo and the surrounding region.

K. The City is entering into this Agreement in part because it anticipates that the Project, once completed, will replace vacant property with an attractive structure acting as a gateway and landmark for the northern portion of the City.

2. Definitions. In this Agreement, unless the context otherwise requires:

(a) "Applicable Rules" means: (i) statutes, ordinances, the rules, regulations, and official policies of the City in force as of the "Effective Date" (as hereinafter defined) governing zoning, development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project as modified by Section 6(f) of this Agreement; and (ii) the mitigation measures adopted
by the City and the conditions imposed by this Agreement and the Project's Discretionary Approvals.

(b) "Discretionary Actions; Discretionary Approvals" are actions which require the exercise of judgment or a decision, and which contemplate and authorize the imposition of revisions or conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

(c) "Effective Date" means the date the applications for Discretionary Approvals were approved by City Council.

(d) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted, operative after the Effective Date of this Agreement which, other than as provided for in this Agreement, would govern the zoning, development, density, permitted uses, growth management, environmental considerations, and design criteria applicable to the Project and Site. The parties intend the development of the Project and the Site to be subject to Subsequent Applicable Rules only to the extent specified in paragraph (a) of Section 8 of this Agreement.

(e) "Zoning Ordinance" means the zoning regulations set forth in in the El Segundo Municipal Code, as it exists on the Effective Date.

3. Interest of Developer. The Developer represents to the City that, as of the Effective Date, it owns the Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

4. Binding Effect. This Agreement, and all of the terms and conditions of this Agreement, run with the land comprising the Site and are binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest.

5. Negation of Agency. The Parties acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith is construed as making the City and Developer joint venturers, partners or employer/employee.

6. Development of the Property. The following specific restrictions govern the use and development of the Project as described herein and in Exhibit "B," and without the need for any additional Discretionary Actions:
(a) **Permitted Uses of the Property.** Nothing set forth in this Agreement may be deemed to require Developer to complete the Project; however, the City and the Developer agree that the permitted, conditional and permitted uses of the Property are provided in the Applicable Rules, as modified by subsection (f) herein below;

(b) **Density and Intensity of Use.** The City and Developer agree that the maximum densities and intensities for the permitted use of the Project are set forth in this Agreement and the Discretionary Approvals.

(c) **Maximum Height and Size of Proposed Building.** The City and Developer agree that the maximum height and size of the building proposed for the Project are set forth in this Agreement.

(d) **Development Standards.** All design and development standards applicable to the development of the Project must comply with the Applicable Rules, as modified by subsection (f) herein below, the conditions of the Discretionary Approvals as adopted, amended or modified in the future by mutual consent. The sole exactions, conditions, and mitigation measures to be required for the Project are those contained in the Applicable Rules, the conditions imposed by the Project's Discretionary Approvals, and this Agreement.

(e) **Adherence to Building Code.** All construction on the Property must adhere to the model codes adopted by reference in the ESMC in accordance with California law in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "the Building Codes").

(f) **Extension of Interim Approval for Airport Park and Ride.** The Developer may design and construct the Project with the following exceptions to the current Zoning Ordinance Development Standards, as may reasonably be required to carry out the Project, including, without limitation, the following:

(i) In connection with Development Project, the existing "Administrative Use Permit" (EA No.356, and AUP No. 94 -6), for Developer's currently existing "Park and Ride" business is permanently revoked and the use must be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding occupancy of a building management/leasing office which does not trigger such revocation.

7. **Acknowledgements, Agreements and Assurances on the Part of the Developer.** The parties acknowledge and agree that Developer's faithful performance in developing the Project on the Site, pursuant to the terms of this Agreement and in constructing and installing public improvements, making payments and complying with the Applicable Rules will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from
Developer's assurances and faithful performance thereof and that same is in balance with the benefits conferred by the City on the Project and the Developer by this Agreement. In consideration of the foregoing and the City's assurances set out in Section 8 below, Developer makes the covenants set forth in this Agreement.

8. **Acknowledgments, Agreements and Assurances on the Part of the City.** In order to effectuate the provisions of this Agreement and in consideration for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 7 of this Agreement, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project within the Site, subject to the terms and conditions of this Agreement, the conditions of the Project Approvals and the Applicable Rules, as modified by this Agreement. Therefore, the City hereby agrees and acknowledges that:

(a) **Entitlement to Develop.** The Developer is granted the vested right to develop the Project on the Site to the extent and in the manner provided in this Agreement, subject to the Applicable Rules, as modified by this Agreement, and, should the City make the findings set forth below in this subparagraph (a), any "**Subsequent Applicable Rules.**" Any change in the Applicable Rules, including, without limitation, any change in the General Plan, any applicable Specific Plan, Zoning Ordinance, growth management regulations, design standards or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, cannot be applied by the City to the Project on the Site. Subsequent Applicable Rules can be applied to the Site by the City only if, after public hearing, (1) the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) it is applied consistently and evenly to all other similar developments in the City. Subsequent Applicable Rules with regard to increases in existing permit fees imposed by the City (i.e., fees intended to cover the City's processing costs) and not otherwise restricted by the terms of this Agreement, may, notwithstanding the above, be imposed on Developer.

In the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement must be modified or suspended as may be necessary to comply with such state or federal law or regulation.

(b) **Subsequent Discretionary Actions.** With respect to any Discretionary Action or Discretionary Approval that is, or may be required subsequent to the execution of this Agreement, the City agrees that it will not unreasonably withhold from Developer or unreasonably condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed unless the City determines that (1) the failure to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner.
and (2) such condition is applied consistently and evenly to all other similar developments in the City. Moreover, in the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

9. **Vesting of Development Rights.** In Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a after-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer shall have the right, without obligation, except as otherwise specifically set forth herein, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the term of this Agreement. In furtherance of the City's and Developer's intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Site. However, nothing in this section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

10. **Benefits to the City.** The Developer agrees to contribute to the City an additional sum as an enhanced community benefit to be paid to the City annually for a period of five (5) years beginning upon the effective date of this Development Agreement. The Developer will be permitted to use any excess parking spaces for an off-site airport parking use located in the parking structure at 892 North Sepulveda Boulevard. The number of excess parking spaces is determined by the number of spaces that are not required by the El Segundo Municipal Code for use by the existing office building at 898 North Sepulveda Boulevard. The airport parking use is permitted on an interim basis in a manner consistent with Administrative Use Permit No. 94-6, until a Certificate of Occupancy is issued for the proposed office building. This payment will cease after five (5) years or on the date that a Certificate of Occupancy is issued for the proposed building, whichever occurs first. The payment schedule is as follows:

Year 1: $12,000 (to be paid upon the effective date of this Development Agreement)
Year 2: $12,000 (due 12 months after the proceeding payment)
Year 3: $18,000 (due 12 months after the proceeding payment)
Year 4: $18,000 (due 12 months after the proceeding payment)
Year 5: $18,000 (due 12 months after the proceeding payment)

The City will benefit from increased sales taxes derived from retail sales to occupants of the Project. Further, the Developer agrees to contribute to the City the sum of One-
Hundred Fifty Thousand Dollars ($150,000) for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. The City shall, at its sole discretion determine which improvements the Developer's contribution shall be used for. The payment shall be made before the City's issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding a building/management and leasing office which shall not trigger the contribution obligation. Any such work shall be performed by the City.

11. **Cooperation and Implementation.** The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory performance by Developer of all required preliminary conditions, actions and payments, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project or Site in accordance with the terms of this Agreement. Developer must, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this agreement.

12. **Review of Compliance.**

(a) **Periodic Review.** The City Manager of the City will review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedure and standards set forth in this Agreement and the El Segundo Municipal Code in order to ascertain compliance by the Developer with the terms of this Agreement.

(b) **Special Review.** The City Council of the City may order a special review of compliance with this Agreement at any time but not to exceed twice per year. The Director of Planning and Building Safety or the City Council, as determined by the City Council, must conduct such special reviews.

(c) **Procedure.** During either a periodic review or a special review, the Developer is required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The parties acknowledge that failure by the Developer to demonstrate good faith compliance constitutes grounds for termination or modification of this Agreement in accordance with Government Code § 65865.1.

13. **Default Provisions.**

(a) **Default.** Either party to this Agreement is deemed to have breached this Agreement if it materially breaches any of the provisions of the Agreement and the same is not cured within the time set forth in a written notice of violation from the non-breaching party to the breaching party, which period of time cannot be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching party cannot
reasonably cure a non—monetary breach within the time set forth in the notice, then the breaching party cannot be in default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines to proceed with termination of this Agreement, the City must give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code §§ 65867 and 65868. At the time and place set forth in the hearing on termination, the Developer must be given an opportunity to be heard. If the City Council finds based upon the evidence that the Developer is in breach of the Agreement, the Council may modify or terminate this Agreement.

(b) **Content of Notice of Violation.** Every notice of violation must state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. The notice is deemed given on the date that it is personally delivered or on the date that is three (3) business days after it is deposited in the United States mail, in accordance with Section 21 hereof.

(c) **Remedies for Breach.** The Parties agree that remedies for breach of the Agreement is limited to the remedies expressly set forth in this subsection. The remedies for breach of the Agreement by City or Developer are limited to injunctive relief and/or specific performance except in the event of a monetary default by Developer the City is entitled to seek any remedy available to it at law or in equity.

14. **Mortgagee Protection:** At the same time that City gives notice to the Developer of a breach, City must send a copy of the notice to each holder of record of any deed of trust on the portion of the Site in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section 14. The copies must be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and are deemed received upon the third (3rd) day after deposit. Each Financier that has given prior notice to City pursuant to this Section has the right, at its option and insofar as the rights of City are concerned, to cure any such breach within sixty (60) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier may have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within sixty (60) days after receipt of the notice for City and thereafter diligently prosecutes the same to completion. City cannot commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein. Notwithstanding any cure by Financier, this Agreement is binding and effective against the Financier and every owner of the Site, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

15. **Estoppel Certificate.** At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such party certify in writing that, to the knowledge of the certified party (i)
this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting party is not in breach of this Agreement, or if in breach, a description of each such breach. The party receiving such a request must execute and return the certificate within thirty (30) days following receipt of the notice. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Site in which that Developer has a legal interest.

16. Operating Memoranda and Amendments of Development Agreement.

(a) Operating Memoranda. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

Operating memoranda or implementation agreements may be executed on behalf of the City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this Agreement will be processed as an amendment of this Agreement in accordance with applicable rules and must be approved by the City Council.

(b) Amendments. This Agreement may be amended from time to time only upon the mutual written consent of City and Developer; provided, however, that in connection with the transfer of any portion of Developer's rights or obligations under this Agreement to another developer, Developer (or any assignee of Developer's rights), such other developer and City may agree that the signature of such other developer may be required to amend this Agreement insofar as such amendment would materially alter the rights or obligations of such developer hereunder. In no event will the signature or consent of any "Non-Assuming Transferee" (defined below) be required to amend this Agreement.

(c) Minor Changes. Any change to this Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer, will, with Developer's consent, be subject to the review and
approval of the City’s city manager (the “City Manager”) and not require notice or public hearing, except to the extent otherwise required by law.

(d) **Future Development Agreements.** Except as otherwise consented to by Developer, any future development agreement that may be entered into between City and a successor or assign of Developer with respect to any portion of the Project Site must be consistent with the terms and provisions of this Agreement.

(e) **Future Approvals Do Not Require Amendments to Development Agreement.** Except as may be otherwise agreed to by the parties, no amendment of this Agreement is required in connection with the issuance of any Discretionary Approval. Any Discretionary Approval issued after the Effective Date will automatically be incorporated into this Agreement and vested hereby. City will not issue any Discretionary Approval for any portion of the Project Site unless Developer requests such Discretionary Approval from City.

17. **Term of Agreement.** This Agreement becomes operative and begins upon the Effective Date and remains in effect for a term of five (5) years, unless said term is terminated, modified, or extended by circumstance set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement is deemed terminated and of no further force and effect; provided, such termination does not automatically affect any right of the City or Developer arising from City approvals on the Project before the expiration of the term or arising from the duties of the parties as prescribed in this Agreement.

18. **Administration of Agreement and Resolution of Disputes.** All decisions by the City staff concerning the interpretation and, administration of this Agreement and the Project which is the subject hereof are appealable to the City Council and all like decisions by the City Council are final. However, decisions of the City Council shall also be subject to judicial review pursuant to Code of Civil Procedure § 1094.5. so long as such action is filed in a court of competent jurisdiction not later than ninety (90) days following the date on which the City’s decision becomes final pursuant to Code of Civil Procedure § 1094.6.

19. **Notices.** All notices under this Agreement must be in writing and are effective when personally delivered or upon the third (3rd) day after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to the City:  City of El Segundo  
350 Main Street  
E1 Segundo, California 90245  
Attn: Director of Planning and Building Safety

With a copy to: Jenkins & Hogin, LLP

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Any party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above.

20. **Severability and Termination.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

21. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

22. **Force Majeure.** In the event of changed conditions, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, or other circumstances which substantially interfere with carrying out the Project, as approved by the City, or with the ability of either party to perform its obligations under this Agreement, and which are not due to actions of Developer and are beyond its reasonable control, the parties agree to bargain in good faith to modify such obligations to achieve the goals and preserve the original intent of this Agreement.

23. **Waiver.** No waiver of any provision of this Agreement constitutes a waiver of any other provision, whether or not similar; nor does any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver is binding, unless it is executed in writing by a duly authorized representative of the party against whom enforcement of the waiver is sought.

24. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement cannot be amended, except as expressly provided herein.
25. **Relationship of the Parties.** Each party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Party in any respect. Nothing contained herein or in any document executed in connection herewith may be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

26. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they do not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Project Approvals or the Subsequent Approvals, the provisions of this Agreement shall prevail over the Project Approvals.

27. **Constructive Notice and Acceptance.** Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest in the Project Site.

28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person has any right of action based upon any provision of this Agreement.

29. **Incorporation of Exhibits.** The following Exhibits are part of this Agreement and each of which are incorporated herein by this reference:

   - Exhibit A-1 Legal Description of Parcel 1
   - Exhibit A-2 Legal Description of Parcel 2
   - Exhibit B Description of the Projects
   - Exhibit C Form of Assignment and Assumption

30. **Entire Agreement Conflicts.** This Agreement represents the entire agreement of the parties. Should any or all of the provisions of this Agreement be found to be in conflict with any provision or provisions found in the Project Approvals, Applicable Rules, or Subsequent Applicable Rules, then the provision(s) of this Agreement prevail.

31. **Release Upon Transfer.** Upon the sale or transfer of the Developer's interest in any portion of the Property, except as otherwise provided herein, Developer is released from its obligations with respect to the portion so sold or transferred subsequent to the effective date of the sale or transfer and the City's sole remedy is against the assignee or its successor or assign, provided that (i) Developer is not in breach of this Agreement at the time of the sale or transfer and (ii) before the sale or transfer, Developer delivers to City a written assignment and assumption agreement in
the four attached hereto as Exhibit "C," duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement with respect to the sold or transferred portion of the Property. Failure to provide a written assumption agreement hereunder does not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement. Nothing contained herein may be deemed to grant to City discretion to approve or deny any such sale or transfer.

32. **Hold Harmless.** The Developer hereby agrees to and must defend, protect, save and hold the City and its elected and appointed boards, commissions, officers, agents and employees harmless from any and all claims, costs, losses, fines, penalties, demands, injuries, judgments and/or liabilities for any damages arising out of, or resulting from, the City's approval of this Agreement or either party's performance pursuant to this Agreement; provided, however, that the Developer is not required to indemnify the City from its negligence or willful misconduct; and further provided that the Developer may elect to legally challenge the City's implementation or interpretation of this Agreement.

33. **Joint Preparation.** This Agreement is deemed to have been prepared jointly and equally by the Parties, and it cannot be construed against any party on the ground that the Party prepared the Agreement or caused it to be prepared.

34. **Governing Law and Venue.** This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement must be filed in the appropriate court having jurisdiction in the County of Los Angeles.

35. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have each executed this Agreement of the date first written above

**CITY OF EL SEGUNDO**

By: _________________________ Mayor

ATTEST:

___________________________ Cindy Mortensen, City Clerk
Approved as to form:

Mark D. Hensley, City Attorney

REALTY ASSOCIATES ADVISORS, LLC,
a Delaware limited liability company

By: _________________________________
Name: ______________________________
 Its' President
EXHIBIT A-1

Legal Description of Parcel 1 (898 North Sepulveda Boulevard)

Parcel 1 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Map in the Office of the County Recorder of said County.
EXHIBIT A-2

Legal Description of Parcel 2
(888 North Sepulveda Boulevard and 892 North Sepulveda Boulevard)

Parcel 2 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Maps, in the Office of the County Recorder of said County.
EXHIBIT "B"

Description of Project

The Project consists of the development of an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR ") of 0.8., with parking provided by the existing parking structure located on Parcel 2, with an additional 17 surface parking stalls. The existing "Park and Ride" business would be permanently revoked and the use would be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Project, provided that the occupancy of a building management/leasing office will not trigger such revocation.
EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is entered into as of this ___ day of ________, 2011, by and between Realty Advisors Associates, LLC, A Delaware Limited Liability Company ("Assignor") and ________________ ("Assignee") with respect to the following facts:

RECATALS:

A. Assignor is the "Developer" with respect to that certain Development Agreement dated ________, (the "Development Agreement") by and between Assignor and the City of El Segundo, a city in the State of California ("City").

B. The Development Agreement pertains to that certain real property located in the City consisting of 888, 892 and 898 North Sepulveda Boulevard (collectively, the "Site").

C. By this Assignment and Assumption, Assignor desires to assign all its right, title and interest in and to the Development Agreement to Assignee and Assignee desires to assume all of Developer's interest and obligations with respect to the Development Agreement.

NOW, THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Development Agreement. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Development Agreement and Assignee hereby accepts such assignment.

2. As-Is; Non-Recourse. Assignee hereby acknowledges and represents that Assignee has had a full and complete opportunity to evaluate the Development Agreement and the Site. Assignee acknowledges and represents that Assignee accepts the assignment of Assignor's interest in the Development Agreement on an "AS IS" basis, without any recourse to Assignor, and without any representation or warranty of any kind with respect to the terms and conditions of the Development Agreement and/or the obligations of "Developer" under the Development Agreement.

3. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all the terms, conditions, covenants and obligations imposed upon or assumed by Assignor under the Development Agreement.

EXHIBIT "C"
4. **Miscellaneous.**

   (a) **Notices.** All notices or other communications provided for or permitted hereunder shall be made in writing by hand-delivery, or pre-paid first-class mail:

   **If to Assignor:**
   Realty Advisors Associates, LLC,  
   A Delaware Limited Liability  
   Company

   **If to Assignee:**

   ALL SUCH NOTICES AND COMMUNICATIONS SHALL BE DEEMED TO HAVE BEEN DULY GIVEN: WHEN DELIVERED BY HAND, IF PERSONALLY DELIVERED; AND TWO BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PRE-PAID, IF MAILED AS AFORESAID. ANY PARTY MAY FROM TIME TO TIME, BY WRITTEN NOTICE TO THE OTHER, DESIGNATE A DIFFERENT ADDRESS WHICH SHALL BE SUBSTITUTED FOR THAT SPECIFIED ABOVE.

   (b) **Captions and Headings.** The captions and headings in this Assignment for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

   (c) **Time of Essence.** Except as otherwise provided herein, time is of the essence with respect to all provisions of this Assignment in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period provided for in this Assignment.

   (d) **Interpretation and Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed within the state. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the purpose of the parties and this Assignment. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Assignment against the party that has drafted it is not applicable and is waived.

   (e) **Waiver of Jury Trial.** The parties hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by a party hereto or its successors and assigns on any matter whatsoever arising out of, or in any way connected with, this Assignment, the relationship of the parties hereto, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

   (f) **Severability.** In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of
any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all other rights and privileges shall be enforceable to the fullest extent permitted by law.

(g) Attorneys' Fees. In any action or proceeding brought to enforce or interpret any provision of this Assignment, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover actual attorneys' fees and all other litigation costs including without limitation costs awardable pursuant to California Code of Civil Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover actual attorneys' fees and Costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

(h) Entire Agreement. This Assignment is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Assignment supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to such subject matter and there are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

(i) Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(j) Amendments. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally or in writing, except that any term of this Assignment may be amended by a writing signed by the parties, and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted.

(k) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(l) No Third Party Beneficiaries. Nothing expressed or mentioned in this Assignment is intended or shall be construed to give any person, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Assignment or any provisions herein contained, this Assignment and any conditions and provisions hereof being intended to be
and being for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and for the benefit of no other person.

(m) Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Facsimile. This Assignment may be executed by a party's signature transmitted by facsimile ("fax"), and copies of this Assignment executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed signatures as if such signatures were originals. Any party executing and delivering this Assignment by fax shall promptly thereafter deliver a counterpart signature page of this Assignment containing said party's original signature. All parties hereto agree that a faxed signature page may be introduced into evidence in any proceeding arising out of or related to this Assignment as if it were an original signature page.

"ASSIGNOR"

Realty Advisors Associates, LLC, A Delaware Limited Liability Company

By:

Name: ________________________

Its: ________________________

"ASSIGNEE"
EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code §§ 6103, 27383
Recording Requested By and When Recorded Return to:

CITY CLERK
CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND
WOSEP REAL ESTATE LIMITED PARTNERSHIP REALTY ADVISORS ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made this 20TH day of March 20042011, by and between the CITY OF EL SEGUNDO, a City in the State of California ("City"), and W9/SEP-REAL ESTATE LIMITED PARTNERSHIPREALTY ADVISORS ASSOCIATES, LLC, a Delaware limited partnership/liability company (the "Developer"). In consideration of the mutual covenants and agreements contained in this Agreement, the City and Developer agree as follows:

1. **Recitals.** This Agreement is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:
   
   A. The City is authorized pursuant to Government Code Sections §§ 65864 through 65869.5 to enter into binding agreements with persons or entities having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process.
   
   B. The Developer is the owner of certain real property, located at the southeast corner of Sepulveda Boulevard and Walnut Avenue (the "Site"), commonly known as 888 N. Sepulveda Boulevard, 892 N. Sepulveda Boulevard, and 898 N. Sepulveda Boulevard (collectively, the "Site"). Currently, 898 N Sepulveda Boulevard is improved with an eight (8) -story, eighty -five thousand (85,000) square foot office building, which Developer recently caused to be remodeled and retrofitted. 898 N Sepulveda Boulevard is hereinafter referred to as "Parcel 1" and is legally described on Exhibit "A-1" attached hereto. Currently, 888 N. Sepulveda Boulevard is vacant. The property was formerly improved with a twelve (12) -story, one hundred forty thousand (140,000) square foot office building, which had been vacant for approximately ten (10) years, contain(that contained) asbestos and requires required extensive retrofitting. The building was demolished in 2002. Located on 892 N. Sepulveda Boulevard is a six (6) -story parking structure, providing required parking for the buildings located on Parcel 1 and Parcel 2, and for a separate airport parking business operated by a Developer known as "Airport 105 Parking." 888 N. Sepulveda Boulevard and 892 N. Sepulveda are collectively referred to as "Parcel 2", and are legally described on Exhibit "A-2" attached hereto.

   C. The Parties desire to enter into this Agreement in conformance with the Government Code and the City of El Segundo Municipal Code in order to achieve the development of the Site as expressly provided under the terms of this Agreement.

   D. The Developer proposes to demolish the existing twelve (12) -story office building, and construct a six (6) -story office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of one hundred twenty thousand six hundred and ten eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR") of 1.086 0.8. Parking for the new six (6) -story office building would be provided by the existing parking structure.
located on Parcel 2, with an additional seventeen (17) surface parking stalls (the "Development Project.") The Development Project is hereinafter sometimes referred to as the "Project." All parking required for Parcel 1 shall must be provided on Parcel 2.

E. The City desires to obtain the binding agreement of the Developer for the development of the Site in accordance with the provisions of this Agreement.

F. The Developer desires to obtain the binding agreement of the City to permit the Developer to develop the Project in accordance with the "Applicable Rules" (as hereinafter defined), as modified by this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and restrictions imposed upon the development of the Property pursuant to the Project approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.

G. Developer has applied to the City in accordance with applicable procedures for approval of this mutually binding Agreement. The Planning Commission and City Council of the City have given notice of intention to consider this Agreement and, have conducted public hearings thereon pursuant to the Government Code.

H. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of El Segundo and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the welfare of the region.

I. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to delay, postpone, preclude or regulate development of the Project on the Site except as provided for herein.

J. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project, and generally serves the public interest within the City of El Segundo and the surrounding region.

K. The City is entering into this Agreement in part because it anticipates that the Project, once completed, will replace an obsolete structure which has been vacant for approximately ten (10) years vacant property with an attractive structure acting as a gateway and landmark for the northern portion of the City. The development of the Project will eliminate an obsolete building in the City in the form of the currently vacant twelve (12)-story structure, and the removal of asbestos from the vacant twelve (12)-story structure.

2. **Definitions.** In this Agreement, unless the context otherwise requires:

   (a) "**Applicable Rules**" means: (i) statutes, ordinances, the rules, regulations, and official policies of the City in force as of the "Effective Date" (as
hereinafter defined) governing zoning, development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project as modified by Section 6(f) of this Agreement; and (ii) the mitigation measures adopted by the City and the conditions imposed by this Agreement and the Project's Discretionary Approvals.

(b) "Discretionary Actions; Discretionary Approvals" are actions which require the exercise of judgment or a decision, and which contemplate and authorize the imposition of revisions or conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

(c) "Effective Date" shall mean the date the applications for Discretionary Approvals were approved by City Council.

(d) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted, operative after the Effective Date of this Agreement which, other than as provided for in this Agreement, would govern the zoning, development, density, permitted uses, growth management, environmental considerations, and design criteria applicable to the Project and Site. The parties intend the development of the Project and the Site to be subject to Subsequent Applicable Rules only to the extent specified in paragraph (a) of Section 8 of this Agreement.

(e) "Zoning Ordinance" is the Zoning Ordinance for the City of El Segundo contained means the zoning regulations set forth in the El Segundo Municipal Code, as it exists on the Effective Date.

3. Interest of Developer. The Developer represents to the City that, as of the Effective Date, it owns the Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

4. Binding Effect. This Agreement, and all of the terms and conditions of this Agreement, shall run with the land comprising the Site and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest.

5. Negation of Agency. The Parties acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers, partners or employer/employee.
6. **Development of the Property.** The following specific restrictions shall govern the use and development of the Project as described herein and in **Exhibit "B."**, and without the need for any additional Discretionary Actions:

(a) **Permitted Uses of the Property.** Nothing set forth in this Agreement shall be deemed to require Developer to complete the Project; however, the City and the Developer agree that the permitted, conditional and permitted uses of the Property shall be as are provided in the Applicable Rules, as modified by subsection (f) herein below;

(b) **Density and Intensity of Use.** The City and Developer agree that the maximum densities and intensities for the permitted use of the Project shall be as set forth in this Agreement and the Discretionary Approvals.

(c) **Maximum Height and Size of Proposed Building.** The City and Developer agree that the maximum height and size of the building proposed for the Project shall be as are set forth in this Agreement.

(d) **Development Standards.** All design and development standards applicable to the development of the Project shall be in accordance with the Applicable Rules, as modified by subsection (f) herein below, the conditions of the Discretionary Approvals as adopted, amended or modified in the future by mutual consent. The sole exactions, conditions, and mitigation measures to be required for the Project shall be the same as those contained in the Applicable Rules, the conditions imposed by the Project's Discretionary Approvals, and this Agreement.

(e) **Adherence to Building Code.** All construction on the Property shall adhere to the California Building Code, including the Fire Resistive Design Manual, the National Electrical Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Code for Building Conservation and the Uniform Administrative Code model codes adopted by reference in the ESMC in accordance with California law in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "the Building Codes ").

(f) **Extension of Interim Approval for Airport Park and Ride.** The Developer shall be permitted to design and construct the Project with the following exceptions to the current Zoning Ordinance Development Standards, as may reasonably be required to carry out the Project, including, without limitation, the following:

(i) In connection with Development Project, the existing "Administrative Use Permit" (EA No.356, and AUP No. 94-6), for Developer's currently existing "Park and Ride" business shall be is permanently revoked and
the use shall be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding occupancy of a building management/leasing office which shall not trigger such revocation;

   (ii) Two (2) loading spaces with a width of thirteen (13) feet and a depth of thirty (30) feet shall be required to serve Parcel 2 instead of the three (3) loading spaces with a width of thirteen (13) feet and depth of fifty (50) feet as required by Section 20.54.060 of the City's Zoning Ordinance.

7. **Acknowledgements, Agreements, and Assurances on the Part of the Developer.** The parties acknowledge and agree that Developer's faithful performance in developing the Project on the Site, pursuant to the terms of this Agreement and in constructing and installing public improvements, making payments and complying with the Applicable Rules will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from Developer's assurances and faithful performance thereof and that same is in balance with the benefits conferred by the City on the Project and the Developer by this Agreement. In consideration of the foregoing and the City's assurances set out in Section 8 below, Developer makes the covenants set forth in this Agreement.

8. **Acknowledgements, Agreements, and Assurances on the Part of the City.** In order to effectuate the provisions of this Agreement and in consideration for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 7 of this Agreement, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project within the Site, subject to the terms and conditions of this Agreement, the conditions of the Project Approvals and the Applicable Rules, as modified by this Agreement. Therefore, the City hereby agrees and acknowledges that:

   (a) **Entitlement to Develop.** The Developer is hereby granted the vested right to develop the Project on the Site to the extent and in the manner provided in this Agreement, subject to the Applicable Rules, as modified by this Agreement, and, should the City make the findings set forth below in this subparagraph (a), any "Subsequent Applicable Rules," Any change in the Applicable Rules, including, without limitation, any change in the General Plan, any applicable Specific Plan, Zoning Ordinance, growth management regulations, design standards or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, shall not be applied by the City to the Project on the Site. Subsequent Applicable Rules can be applied to the Site by the City only if, after public hearing, (1) the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) it is applied consistently and evenly to all other similar developments in the City. Subsequent Applicable Rules with regard to increases in existing permit fees imposed by the City (i.e., fees intended to cover the City's processing costs) and not otherwise
restricted by the terms of this Agreement, may, notwithstanding the above, be imposed on Developer.

In the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

(b) Subsequent Discretionary Actions. With respect to any Discretionary Action or Discretionary Approval that is, or may be required subsequent to the execution of this Agreement, the City agrees that it will not unreasonably withhold from Developer or unreasonably condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed unless the City determines that (1) the failure to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) such condition is applied consistently and evenly to all other similar developments in the City. Moreover, in the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

9. Vesting of Development Rights. In Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in an after-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer shall have the right, without obligation, except as otherwise specifically set forth herein, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the term of this Agreement. In furtherance of the City's and Developer's intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Site. However, nothing in this section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

10. Benefits to the City. The Developer agrees to contribute to the City an additional sum as an enhanced community benefit to be paid to the City annually for a period of five (5) years beginning upon the effective date of this Development Agreement. The Developer will be permitted to use any excess parking spaces for an
off-site airport parking use located in the parking structure at 892 North Sepulveda Boulevard. The number of excess parking spaces is determined by the number of spaces that are not required by the El Segundo Municipal Code for use by the existing office building at 898 North Sepulveda Boulevard. The airport parking use is permitted on an interim basis in a manner consistent with Administrative Use Permit No. 94-6, until a Certificate of Occupancy is issued for the proposed office building. This payment will cease after five (5) years or on the date that a Certificate of Occupancy is issued for the proposed building, whichever occurs first. The payment schedule is as follows:

Year 1: $12,000 (to be paid upon the effective date of this Development Agreement)
Year 2: $12,000 (due 12 months after the proceeding payment)
Year 3: $18,000 (due 12 months after the proceeding payment)
Year 4: $18,000 (due 12 months after the proceeding payment)
Year 5: $18,000 (due 12 months after the proceeding payment)

The City will benefit from the elimination of the existing obsolete building as a result of the demolition of the existing, vacant twelve (12)-story building located on the Site, the abatement of asbestos located in such vacant building, and the development of a new, image-enhancing development project within the northern portion of the City. The City will benefit from increased sales taxes derived from retail sales to occupants of the Project. Further, the Developer agrees to contribute to the City the sum of One-Hundred Fifty Thousand Dollars ($150,000) for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. The City shall, at its sole discretion determine which improvements the Developer's contribution shall be used for. The payment shall be made prior to the City's issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding a building/management and leasing office which shall not trigger the contribution obligation. Any such work shall be performed by the City.

11. Cooperation and Implementation. The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory performance by Developer of all required preliminary conditions, actions and payments, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project or Site in accordance with the terms of this Agreement. Developer must, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this agreement.

12. Review of Compliance.

(a) Periodic Review. The City Manager of the City shall review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedure and standards set forth in this Agreement and the El Segundo Municipal Code in order to ascertain compliance by the Developer with the terms of this Agreement.
(b) **Special Review.** The City Council of the City may order a special review of compliance with this Agreement at any time but not to exceed twice per year. The Director of Planning and Building Safety or the City Council, as determined by the City Council, shall *must* conduct such special reviews.

(c) **Procedure.** During either a periodic review or a special review, the Developer shall *beis* required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The parties acknowledge that failure by the Developer to demonstrate good faith compliance shall constitutes grounds for termination or modification of this Agreement in accordance with Government Code § 65865.1.

13. **Default Provisions.**

(a) **Default.** Either party to this Agreement shall beis deemed to have breached this Agreement if it materially breaches any of the provisions of the Agreement and the same is not cured within the time set forth in a written notice of violation from the non-breaching party to the breaching party, which period of time shall-net cannot be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching party cannot reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching party shall-net cannot be in default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines to proceed with termination of this Agreement, the City shall *must* give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code Sections 65867 and 65868. At the time and place set forth in the hearing on termination, the Developer shall be given an opportunity to be heard. If the City Council finds based upon the evidence that the Developer is in breach of the Agreement, the Council may modify or terminate this Agreement.

(b) **Content of Notice of Violation.** Every notice of violation shall *must* state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. The notice shall beis deemed given on the date that it is personally delivered or on the date that is three (3) business days after it is deposited in the United States mail, in accordance with Section 21 hereof.

(c) **Remedies for Breach.** The Parties agree that remedies for breach of the Agreement shall beis limited to the remedies expressly set forth in this subsection. The remedies for breach of the Agreement by City or Developer shall beare limited to injunctive relief and/or specific performance except in the event of a monetary default by Developer the City shall beis entitled to seek any remedy available to it at law or in equity.
14. **Mortgagee Protection**: At the same time that City gives notice to the Developer of a breach, City shall send a copy of the notice to each holder of record of any deed of trust on the portion of the Site in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section 14. The copies shall be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and shall be deemed received upon the third (3rd) day after deposit. Each Financier that has given prior notice to City pursuant to this Section shall have the right, at its option and insofar as the rights of City are concerned, to cure any such breach within sixty (60) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier may have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within sixty (60) days after receipt of the notice for City and thereafter diligently prosecutes the same to completion. City shall not commence legal action against Developer by reason of Developer’s breach without allowing the Financier to cure the same as specified herein. Notwithstanding any cure by Financier, this Agreement shall binding and effective against the Financier and every owner of the Site, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

15. **Estoppel Certificate**. At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such party certify in writing that, to the knowledge of the certified party (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting party is not in breach of this Agreement, or if in breach, a description of each such breach. The party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Site in which that Developer has a legal interest.

16. **Modification Amendment or Cancellation**. Subject to the notice and hearing requirements of Section 65867 of the Government Code, this Agreement may be modified or amended from time to time by mutual consent of the parties or their successors in interest in accordance with the provisions of the El Segundo Code and Section 65868 of the Government Code.

16. **Operating Memoranda and Amendments of Development Agreement**.

(a) **Operating Memoranda**. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and
when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

Operating memoranda or implementation agreements may be executed on behalf of the City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this Agreement will be processed as an amendment of this Agreement in accordance with applicable rules and must be approved by the City Council.

(b) Amendments. This Agreement may be amended from time to time only upon the mutual written consent of City and Developer; provided, however, that in connection with the transfer of any portion of Developer’s rights or obligations under this Agreement to another developer, Developer (or any assignee of Developer’s rights), such other developer and City may agree that the signature of such other developer may be required to amend this Agreement insofar as such amendment would materially alter the rights or obligations of such developer hereunder. In no event will the signature or consent of any “Non-Assuming Transferee” (defined below) be required to amend this Agreement.

(c) Minor Changes. Any change to this Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer, will, with Developer’s consent, be subject to the review and approval of the City’s city manager (the “City Manager”) and not require notice or public hearing, except to the extent otherwise required by law.

(d) Future Development Agreements. Except as otherwise consented to by Developer, any future development agreement that may be entered into between City and a successor or assign of Developer with respect to any portion of the Project Site must be consistent with the terms and provisions of this Agreement.

(e) Future Approvals Do Not Require Amendments to Development Agreement. Except as may be otherwise agreed to by the parties, no amendment of this Agreement is required in connection with the issuance of any Discretionary Approval. Any Discretionary Approval issued after the Effective Date will automatically be incorporated into this Agreement and vested hereby. City will not issue any Discretionary Approval for any portion of the Project Site unless Developer requests such Discretionary Approval from City.
17. **Term of Agreement.** This Agreement shall becomeoperative and commence upon the Effective Date and shall remain in effect for a term of ten (10) years, unless said term is terminated, modified, or extended by circumstance set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, such termination does not automatically affect any right of the City or Developer arising from City approvals on the Project prior to the expiration of the term or arising from the duties of the parties as prescribed in this Agreement.

18. **Administration of Agreement and Resolution of Disputes.** All decisions by the City staff concerning the interpretation and, administration of this Agreement and the Project which is the subject hereof are appealable to the City Council and all like decisions by the City Council shall be final. However, decisions of the City Council shall also be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5, so long as such action is filed in a court of competent jurisdiction not later than ninety (90) days following the date on which the City's decision becomes final pursuant to Code of Civil Procedure Section 1094.6.

19. **Notices.** All notices under this Agreement shall be in writing and shall be effective when personally delivered or upon the third (3rd) day after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to the City:       City of El Segundo  
                    350 Main Street  
                    El Segundo, California 90245  
                    Attn: Director of Community, Economic and Development Services of Planning and Building Safety

With a copy to:     Burke, Williams & Serensen  
                    611 West Sixth Street, 26th Floor  
                    Los Angeles, California 90017  
                    Jenkins & Hogin, LLP  
                    1230 Rosecrans Avenue, Suite 110  
                    Manhattan Beach, CA 90266  
                    Attn: Mark Hensley

If to Developer:    Legacy Partners Commercial, Inc.  
                    30 Executive Park, Suite 100  
                    Irvine, California 92614-8741  
                    Attention: Mr. Michael Morris Realty Associates Advisors, LLC  
                    1301 Dove Street, Suite 860  
                    Newport Beach, CA 92660
With a copy to: Allen Matkins Leck, Gamble & Mallory LLP
1900 Main Street, 6th Floor
Irvine, California 92614-7321
Attention: R. Michael Joyce, Esq
898 Sepulveda Associates, LLC
4 Park Plaza, Suite 700
Irvine, CA 92614
Attn: David Drake

Any party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above.

20. **Severability and Termination.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

21. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

22. **Force Majeure.** In the event of changed conditions, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which substantially interfere with carrying out the Project, as approved by the City, or with the ability of either party to perform its obligations under this Agreement, and which are not due to actions of Developer and are beyond its reasonable control, the parties agree to bargain in good faith to modify such obligations to achieve the goals and preserve the original intent of this Agreement.

23. **Waiver.** No waiver of any provision of this Agreement shall constitutes a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the party against whom enforcement of the waiver is sought.

24. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein.

25. **Relationship of the Parties.** Each party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Party in any respect. Nothing contained herein or in any
document executed in connection herewith shall may be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

26. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall do not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Project Approvals or the Subsequent Approvals, the provisions of this Agreement shall prevail over the Project Approvals.

27. **Constructive Notice and Acceptance.** Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest in the Project Site.

28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have has any right of action based upon any provision of this Agreement.

29. **Attorney's Fees.** In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorney's fees under this section shall include attorneys' fees on any appeal and any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

3029. **Incorporation of Exhibits.** The following Exhibits are part of this Agreement and each of which are incorporated herein by this reference:

- Exhibit A -1 Legal Description of Parcel 1
- Exhibit A -2 Legal Description of Parcel 2
- Exhibit B Description of the Projects
- Exhibit C Form of Assignment and Assumption

3430. **Entire Agreement Conflicts.** This Agreement represents the entire agreement of the parties. Should any or all of the provisions of this Agreement be found to be in conflict with any provision or provisions found in the Project Approvals,
Applicable Rules, or Subsequent Applicable Rules, then the provision(s) of this Agreement shall prevail.

3231. Release Upon Transfer. Upon the sale or transfer of the Developer's interest in any portion of the Property, except as otherwise provided herein, Developer shall be released from its obligations with respect to the portion so sold or transferred subsequent to the effective date of the sale or transfer and the City's sole remedy shall be against the assignee or its successor or assign, provided that (i) Developer is not in breach of this Agreement at the time of the sale or transfer and (ii) prior to the sale or transfer, Developer delivers to City a written assignment and assumption agreement in the form attached hereto as Exhibit "C," duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement with respect to the sold or transferred portion of the Property. Failure to provide a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement. Nothing contained herein shall be deemed to grant to City discretion to approve or deny any such sale or transfer.

3332. Hold Harmless. The Developer hereby agrees to and shall defend, protect, save and hold the City and its elected and appointed boards, commissions, officers, agents and employees harmless from and against all claims, costs, losses, fines, penalties, demands, injuries, judgments and/or liabilities for any damages arising out of, or resulting from, the City's approval of this Agreement or either party's performance pursuant to this Agreement; provided, however, that the Developer shall not be required to indemnify the City from its negligence or willful misconduct; and further provided that the Developer may elect to legally challenge the City's implementation or interpretation of this Agreement.

3433. Joint Preparation. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any party on the ground that the Party prepared the Agreement or caused it to be prepared.

3534. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Los Angeles.

3635. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Instrument.
IN WITNESS WHEREOF, the Parties have each executed this Agreement of the date first written above.

CITY OF EL SEGUNDO

By: Mayor

ATTEST:

Cindy Mortensen, City Clerk

Approved as to form:

Mark D. Hensley

W0/SEP-REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership REALTY ASSOCIATES ADVISORS, LLC, a Delaware limited liability company

By: W0/SEP-Gen-Par, Inc., a Delaware corporation, General Partner

By: Name:

Its" President
EXHIBIT A-1

Legal Description of Parcel 1 (898 North Sepulveda Boulevard)

Parcel 1 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Map in the Office of the County Recorder of said County.
EXHIBIT A-2

Legal Description of Parcel 2
(888 North Sepulveda Boulevard and 892 North Sepulveda Boulevard)

Parcel 2 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Maps, in the Office of the County Recorder of said County.
EXHIBIT "B"

Description of Project

The Project consists of the development of an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR") of 0.8., with parking provided by the existing parking structure located on Parcel 2, with an additional 17 surface parking stalls. The existing "Park and Ride" business would be permanently revoked and the use would be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Project, provided that the occupancy of a building management/leasing office will not trigger such revocation.
EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is entered into as of the day of , 2011, by and between Realty Advisors Associates, LLC, A Delaware Limited Liability Company ("Assignor") and ("Assignee") with respect to the following facts:

RECITALS:

A. Assignor is the "Developer" with respect to that certain Development Agreement dated , (the "Development Agreement") by and between Assignor and the City of El Segundo, a city in the State of California ("City").

B. The Development Agreement pertains to that certain real property located in the City consisting of 888, 892 and 898 North Sepulveda Boulevard (collectively, the "Site").

C. By this Assignment and Assumption, Assignor desires to assign all its right, title and interest in and to the Development Agreement to Assignee and Assignee desires to assume all of Developer's interest and obligations with respect to the Development Agreement.

NOW, THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Development Agreement. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Development Agreement and Assignee hereby accepts such assignment.

2. As-Is; Non-Recourse. Assignee hereby acknowledges and represents that Assignee has had a full and complete opportunity to evaluate the Development Agreement and the Site. Assignee acknowledges and represents that Assignee accepts the assignment of Assignor's interest in the Development Agreement on an "AS IS" basis, without any recourse to Assignor, and without any representation or warranty of any kind with respect to the terms and conditions of the Development Agreement and/or the obligations of "Developer" under the Development Agreement.

3. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all the terms, conditions, covenants and obligations imposed upon or assumed by Assignor under the Development Agreement.
4. Miscellaneous.

(a) Notices. All notices or other communications provided for or permitted hereunder shall be made in writing by hand-delivery, or pre-paid first-class mail:

If to Assignor: Realty Advisors Associates, LLC,
A Delaware Limited Liability
Company

If to Assignee:

ALL SUCH NOTICES AND COMMUNICATIONS SHALL BE DEEMED TO HAVE BEEN DULY GIVEN: WHEN DELIVERED BY HAND, IF PERSONALLY DELIVERED; AND TWO BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PRE-PAID, IF MAILED AS AFORESAID. ANY PARTY MAY FROM TIME TO TIME, BY WRITTEN NOTICE TO THE OTHER, DESIGNATE A DIFFERENT ADDRESS WHICH SHALL BE SUBSTITUTED FOR THAT SPECIFIED ABOVE.

(b) Captions and Headings. The captions and headings in this Assignment for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(c) Time of Essence. Except as otherwise provided herein, time is of the essence with respect to all provisions of this Assignment in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period provided for in this Assignment.

(d) Interpretation and Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed within the state. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the purpose of the parties and this Assignment. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Assignment against the party that has drafted it is not applicable and is waived.

(e) Waiver of Jury Trial. The parties hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by a party hereto or its successors and assigns on any matter whatsoever arising out of, or in any way connected with, this Assignment, the relationship of the parties hereto, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

(f) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of
any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all other rights and privileges shall be enforceable to the fullest extent permitted by law.

(g) Attorneys' Fees. In any action or proceeding brought to enforce or interpret any provision of this Assignment, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover actual attorneys' fees and all other litigation costs including without limitation costs awardable pursuant to California Code of Civil Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover actual attorneys' fees and Costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

(h) Entire Agreement. This Assignment is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Assignment supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to such subject matter and there are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

(i) Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(j) Amendments. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally or in writing, except that any term of this Assignment may be amended by a writing signed by the parties, and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted.

(k) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(l) No Third Party Beneficiaries. Nothing expressed or mentioned in this Assignment is intended or shall be construed to give any person, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Assignment or any provisions herein contained, this Assignment and any conditions and provisions hereof being intended to be

EXHIBIT "C"
and being for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and for the benefit of no other person.

(m) Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Facsimile. This Assignment may be executed by a party's signature transmitted by facsimile ("fax"), and copies of this Assignment executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed signatures as if such signatures were originals. Any party executing and delivering this Assignment by fax shall promptly thereafter deliver a counterpart signature page of this Assignment containing said party's original signature. All parties hereto agree that a faxed signature page may be introduced into evidence in any proceeding arising out of or related to this Assignment as if it were an original signature page.

"ASSIGNOR"

Realty Advisors Associates, LLC, A Delaware Limited Liability Company

By:

Name: __________________________

Its: __________________________

"ASSIGNEE"
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: February 24, 2011

SUBJECT: Environmental Assessment No. 911 for a Development Agreement Extension No. 11-01 (First Amendment to Development Agreement No. 00-02)

APPLICANT: Realty Associates Advisors, LLC c/o Cliff Chandler

PROPERTY OWNER: 898 Sepulveda Associates, LLC c/o David Drake

REQUEST: Amend Development Agreement No. 00-02 to:
1) Extend its duration by five years;
2) Limit the size of the proposed office building to 88,847 square feet (net floor area);
3) Increase the potential height of the proposed office building to 10 stories or less not to exceed 200 feet in height;
4) Require the proposed office building to provide loading spaces in compliance with the El Segundo Municipal Code (two small truck loading spaces measuring 12 feet by 25 feet);
5) Retain the public benefit contribution to the City of $150,000 for the cost of landscaping, median, visual and other improvements to Sepulveda Boulevard;
6) Increase the public benefit contribution to the City by adding yearly payments of $12,000 for the first two years and $18,000 for the next three years; and
7) Allow the interim airport parking use (“Park and Ride”) business to continue until completion of construction and issuance of a Certificate of Occupancy for the proposed office building.

PROPERTY INVOLVED: 888, 892, and 898 North Sepulveda Boulevard

I. Introduction & Background Discussion

On March 20, 2001, the City Council approved Development Agreement 00-02 and General Plan Amendment GPA No. 00-02 to allow for construction of a new office building at 888 North Sepulveda Boulevard (affecting 888, 892, and 898 North Sepulveda). The agreement has a duration of ten years and is due to expire on April 19, 2011. The applicant has requested an amendment to the development agreement to extend its duration by five years and to modify certain of its provisions related to development of the site and the benefits to the City. The subject site is located at the
southeast corner of North Sepulveda Boulevard and East Maple Avenue within the Corporate Office (CO) Zone. It is L-shaped and has frontage on both Sepulveda Boulevard and Maple Avenue. It is approximately 2.55 acres and is currently developed with an 840-space parking structure, which provides required parking for an office building on the adjacent parcel at 898 North Sepulveda Boulevard. The parking structure also provides parking spaces for an interim airport parking use, which was permitted by the original development agreement and an administrative use permit.

Specifically, the original development agreement (Exhibit 5) consists of the following main provisions:

A. The Development Project description. The project would involve construction of a six-story office building consisting of a maximum of 120,610 square-feet with a Floor Area Ratio ("FAR") of 1.086. Parking for the office building would be provided in the existing parking structure, with an additional 17 surface parking spaces.

B. Exceptions to Development Standards.
   i. The existing "Park and Ride" business approved on an interim basis (EA No. 356, and AUP No. 94-6) would be discontinued after construction of the office building and issuance of a Certificate of Occupancy for the first tenant improvement.
   ii. The project would be allowed to provide only two loading spaces measuring 13 feet by 30 feet, instead of the required three spaces measuring 13 feet by 50 feet.

C. Benefits to the City. The Developer agreed to contribute to the City the sum of $150,000 for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site.

The proposed amendment to the Development Agreement (Exhibits 3 and 4) would:

A. Extend the duration of the agreement by five years until March 20, 2016;
B. Limit the size of the office building to 88,847 square feet (net floor area) and the FAR to 0.8, which is the current limit in the CO Zone.
C. Increase the potential height of the office building to 10 stories or less, but less than the maximum height limit of 200 feet which is consistent with the current CO Zone.
D. Modify the truck loading requirements to be consistent with current El Segundo Municipal Code standards.
E. Retain the public benefit contribution to the City of the sum of $150,000 for the cost of landscaping, median, visual and other improvements to Sepulveda Boulevard.
F. Increase the public benefit contribution to the City by adding yearly payments of $12,000 for the first two years and $18,000 for the next three years, commencing on the effective date of the proposed Development Agreement Amendment and paid annually thereafter.
G. Allow the interim airport parking use ("Park and Ride") business to continue on an interim basis until completion of construction and issuance of a Certificate of Occupancy for the proposed office building.
The applicant has been unable to complete the development project agreed to in the original development agreement due to changes in the market demand for office space and the overall economic conditions in the last few years. The applicant has requested the proposed amendments to allow more time to pursue development of the property. In addition, the proposed amendments will ensure that development of the site will be consistent with the City's current development standards and the City will gain a larger financial benefit. As an alternative to the proposed office building, the property owner has expressed interest in seeking approval of a hotel development on this site, including a permanent airport-parking component. The approval of this DA Amendment will allow the interim airport parking use to continue while the owner seeks development approval of a hotel project.

The specific language of the proposed amendment is incorporated in the attached draft ordinance.

II. **Zoning and General Plan Consistency**

The El Segundo General Plan land use designation for the subject site is currently Corporate Office and the Zoning designation is CO (Corporate Office). The proposed amendment is consistent with its Zoning designation in that the proposed use is permitted in the CO Zone. In addition, the proposed development project will be reduced in area to meet the maximum FAR requirements currently permitted in the El Segundo Municipal Code, and will otherwise be consistent with the CO Zone development standards.

The proposed project is also consistent with relevant City of El Segundo General Plan Element Goals, Objectives, and Policies summarized below.

The General Plan Land Use Element Goal LU4 seeks to provide a stable tax base for the City through development of new commercial uses, primarily within a mixed-use environment, without adversely affecting the viability of Downtown. The proposed development agreement will encourage development of a new office building, which will be consistent with the uses in the area that consist of a mixture of office and retail uses. The proposed office building will also help maintain and improve the employment and tax base in the City.

In addition, the Economic Development Element Goal ED1 aims to create a strong healthy economic community and improve the City's tax base. The proposed development agreement will encourage development of a new office building, which will help improve the City's economic community and tax base. Therefore, the proposed amendments to the existing development agreement are consistent with the City of El Segundo General Plan as specified in the attached resolution.

III. **Environmental Review**

The City previously adopted a Mitigated Negative Declaration for the proposed project pursuant to the requirements of the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq. In accordance with CEQA Guidelines § 15162(a), a new environmental document is not required for the proposed extension of the term of the Development Agreement since the proposed
project does not involve substantial changes that will require major revisions to the previous Mitigated Negative Declaration, and will not result in a significant impact to the environment or require new mitigation measures.

The proposed amendment is consistent with the certified Mitigated Negative Declaration (Exhibit 6) in that the proposed development will remain the same as in the original development agreement. The Mitigated Negative Declaration proposed mitigation in the areas of Air Quality, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Public Services, and Utilities and Service Systems, which would reduce the impacts to less than significant. None of the elements set forth in Public Resources Code § 21166 or CEQA Guidelines § 15162 exist since the proposed changes would not result in a new significant impact to the environment or require new mitigation measures. Accordingly, no subsequent or supplemental Environmental Impact Report, Mitigated Negative Declaration or Addendum is required to be prepared before adopting the draft Ordinance approving the proposed amendment.

IV. Conclusion and Recommendation

Staff believes that the proposed Development Agreement Amendment will improve an undeveloped property along Sepulveda Boulevard; it will improve the City's employment and tax base; it will be consistent with the development standards of the Corporate Office (CO) Zone; and it is not anticipated to have significant negative environmental impacts.

Therefore, staff recommends that the Planning Commission review the facts as contained within this report, conduct a public hearing, and adopt Resolution No. 2688 (Exhibit 1), which recommends that the City Council approve the draft DA amendment.

V. Exhibits

1. Draft Planning Commission Resolution No. 2688
2. Draft Ordinance
3. First Amendment to Development Agreement No. 00-02
4. First Amendment to Development Agreement No. 00-02 (strike-out/underline format)
5. Development Agreement No. 00-02
6. Mitigated Negative Declaration
7. Applications

Kimberly Christensen, AICP, Planning Manager
Planning and Building Safety Department

Greg Carpenter, Director
Planning and Building Safety Department
RESOLUTION NO. 2688

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. 00-02 FOR THE DEVELOPMENT OF AN OFFICE BUILDING AT 888-898 NORTH SEPULVEDA BOULEVARD WITHIN THE CORPORATE OFFICE (CO) ZONE.

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On March 20, 2001, the City Council of the City of El Segundo approved Environmental Assessment No. 535, Development Agreement No. 00-02, and General Plan Amendment to allow the development of an office building at 888-898 North Sepulveda Boulevard;

B. On February 8, 2011, the applicant, filed an application for an amendment ("First Amendment") to Development Agreement No. 00-02;

C. The application from Realty Associates Advisors, LLC was reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City's Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

E. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for February 24, 2011;

F. On February 24, 2011, the Commission opened the public hearing to receive public testimony and other evidence regarding the application including, without limitation, information provided to the Commission by City Staff, public testimony, and representatives of the applicant; and

G. This Resolution and its findings are made based upon the testimony and evidence presented to the Commission at its February 24, 2011, public hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.
SECTION 2: Factual Findings and Conclusions. The Commission finds that the following facts exist:

A. The proposed Development Agreement Amendment would extend the duration of the agreement by five years until April 19, 2016;

B. The proposed Development Agreement Amendment would limit the size of the proposed office building to 88,847 square feet (net floor area) and the FAR to 0.8, which is the current limit in the Corporate Office (CO) Zone;

C. The proposed Development Agreement Amendment would increase the potential height of the proposed office building to 10 stories or less, but less than the maximum height limit of 200 feet in the Corporate Office (CO) Zone;

D. The proposed Development Agreement Amendment would eliminate Development Agreement 00-02 Section 6(f)(ii) and thus require that loading spaces be provided in compliance with existing ESMC requirements for a new office building;

E. Retain the public benefit contribution to the City of the sum of $150,000 for the cost of landscaping, median, visual and other improvements to Sepulveda Boulevard;

F. Increase the public benefit contribution to the City by adding yearly payments of $12,000 for the first two years and $18,000 for the next three years commencing on the effective date of the proposed Development Agreement Amendment and paid annually thereafter; and

G. Allow the interim airport parking use ("Park and Ride") business to continue on an interim basis until completion of construction and issuance of a Certificate of Occupancy for the proposed office building.

SECTION 3: Environmental Assessment. The City Council previously certified a Mitigated Negative Declaration for the proposed project pursuant to CEQA requirements. In accordance with CEQA Guidelines § 15162(a), a new environmental document is not required for the proposed extension of the term of the Development Agreement since the proposed project does not involve substantial changes that will require major revisions to the previous Mitigated Negative Declaration, and will not result in a significant impact to the environment or require new mitigation measures.

SECTION 4: General Plan. The proposed project conforms with the City’s General Plan as follows:

A. The General Plan contains relevant Goals, Objectives, and Policies in the Land Use Element. The goal stated in Goal LU4 is to “provide a stable tax
base for the City through development of new commercial uses, primarily within a mixed-use environment, without adversely affecting the viability of Downtown.” The proposed development agreement will encourage development of a new office building, which will be consistent with the uses in the area that consist of mixture of office and retail uses. The proposed office building will also help maintain and improve the tax base in the City.

B. The General Plan contains a number of relevant Goals, Objectives, and Policies in the Economic Development Element. Goal ED1 aims “to create in El Segundo a strong, healthy economic community in which all diverse stakeholders may benefit.” The proposed development agreement will encourage development of a new office building, which will help improve the City’s employment and tax base. Therefore, the proposed amendments to the existing development agreement are consistent with the City of El Segundo General Plan as specified in the attached resolution.

C. Goal ED2 aims “to provide a supportive and economically profitable environment as the foundation of a strong local business community.” Approving the proposed agreement for development of an office building would be consistent with this goal.

D. Objective ED2-1 is “to strengthen the partnerships between local government, the residential community, and El Segundo’s business community.” Allowing the proposed use would be consistent with this objective, in that it would help strengthen the partnership between the City of El Segundo and a major business center in the City.

SECTION 5: Development Agreement Findings. Pursuant to City Council Resolution No. 3268, adopted June 26, 1984, the Planning Commission finds that:

A. The project is consistent with the objectives, policies, general land uses, and programs specified in the general plan and any applicable specific plan. The First Amendment to Development Agreement No. 00-02 would provide the following public benefits in exchange for valuable development rights (five-year entitlement):

1. Increase and further stabilize the City’s tax base through development of new commercial businesses.
2. Provide fiscal benefit to the City by generating additional business license and sales tax revenue for the City’s General Fund.
3. Increase the diversity of uses and services in the City.
4. Increase City revenues through the generation of taxes that outweigh the City cost of services.
5. Development of a project that is consistent with the Elements of the General Plan.

B. The project is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located. The proposed office building would be located in the Corporate Office (CO) Zone. Offices are consistent with the existing uses in the immediate vicinity and those permitted in the CO Zone. In addition, the proposed development would comply with all the development standards of the CO Zone, including the building height, building area, and the parking and loading requirements.

C. The project is in conformity with the public convenience, general welfare and good land use practice. The proposed development would be consistent with the permitted uses and the development standards of the CO Zone. In addition, the development would be consistent with current Fire and Building Codes and all other applicable regulations, thereby protecting the general welfare.

D. The project will not be detrimental to the health, safety and general welfare. The proposed development would be consistent with the permitted uses and the development standards of the CO Zone. In addition, the development would be consistent with the current Fire and Building Codes and other applicable regulations, thereby protecting the general welfare. Furthermore, a Mitigated Negative Declaration adopted for the proposed project determined that with mitigation the project would not result in significant environmental impacts.

E. The project will not adversely affect the orderly development of property or the preservation of property values. The proposed project would be consistent with the City’s development standards and would improve the value of the subject site, which has been vacant for approximately eight years.

SECTION 6: Recommendation. The Planning Commission recommends that the City Council adopt the draft ordinance, attached as Exhibit “B,” and incorporated by reference, which would amend Development Agreement No. 00-02.

SECTION 7: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 8: The Commission Secretary is directed to mail a copy of this Resolution to TA Associates and to any other person requesting a copy.

SECTION 9: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time.
period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

SECTION 10. Except as provided in Section 10, this Resolution is the Planning Commission's final decision and will become effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED this 24th day of February 2011.

David Wagner, Chairperson
City of El Segundo Planning Commission

ATTEST:

Greg Carpenter, Secretary

Wagner -
Fellhauer -
Baldino -
Barbee -
Newman -

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

By: Karl H. Berger, Assistant City Attorney
ORDINANCE NO. __________

AN ORDINANCE AMENDING DEVELOPMENT AGREEMENT NO. 00-02 BETWEEN REALTY ASSOCIATES ADVISORS, LLC, AND THE CITY OF EL SEGUNDO AFFECTING A PROPERTY LOCATED AT 888-898 NORTH SEPULVEDA BOULEVARD.

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

SECTION 1: The City Council finds and declares that:

A. On March 20, 2001, the City Council of the City of El Segundo approved Environmental Assessment No. 535, Development Agreement No. 00-02, and General Plan Amendment to allow the development of an office building at 888 North Sepulveda Boulevard;

B. On February 8, 2011, the applicant, filed an application for an amendment ("First Amendment") to Development Agreement No. 00-02;

C. The application from Realty Associates Advisors, LLC was reviewed by the City’s Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code ("ESMC");

D. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City’s Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

E. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for February 24, 2011;

F. The Planning Commission held a public hearing regarding the application on February 24, 2011. Thereafter the Planning Commission adopted Resolution No 2688 recommending that the City Council amend Development Agreement No. 00-02; and

G. On March 15, 2011, the Council held a public hearing and considered the information provided by the Planning Commission, City Staff, public testimony, and representatives of the applicant Realty Associates Advisors, LLC; and

H. This Ordinance and its findings are made based upon the testimony and evidence presented to the Council at its March 15, 2011, public hearing
including, without limitation, the staff report submitted by the Planning and Building Safety Department.

SECTION 2: Environmental Assessment. The City Council previously certified a Mitigated Negative Declaration for the proposed project pursuant to the requirements of CEQA. In accordance with CEQA Guidelines § 15162(a), a new environmental document is not required for the proposed extension of the term of the Development Agreement since the proposed project does not involve substantial changes that will require major revisions to the previous Mitigated Negative Declaration, and will not result in a significant impact to the environment or require new mitigation measures.

SECTION 3: Amendments to the Development Agreement. Development Agreement No. 00-02 is amended in its entirety as set forth in attached Exhibit “A,” which is incorporated into this Ordinance by reference.

SECTION 4: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end; the provisions of this Ordinance are severable.

SECTION 5: This Ordinance will remain effective until superseded by a subsequent ordinance.

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

PASSED, APPROVED AND ADOPTED this ____ day of April 2011.

______________________________
Eric Busch, Mayor

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF EL SEGUNDO

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. was duly introduced by said City Council at a regular meeting held on the ____ day of March 2011, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ____ day of April 2011, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley, City Attorney
EXEMPT FROM RECORDER'S FEES
Pursuant to Government
Code §§ 6103, 27383
Recording Requested By
and When Recorded Return to:

CITY CLERK
CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND
REALTY ADVISORS ASSOCIATES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

THIS AGREEMENT MUST BE RECORDED WITHIN TEN DAYS
OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE
REQUIREMENTS OF GOVERNMENT CODE §65868.5
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made this 20\textsuperscript{TH} day of March 2011, by and between the CITY OF EL SEGUNDO, a City in the State of California ("City"), and REALTY ADVISORS ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"). In consideration of the mutual covenants and agreements contained in this Agreement, the City and Developer agree as follows:

1. **Recitals.** This Agreement is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:

   A. The City is authorized pursuant to Government Code §§ 65864 through 65869.5 to enter into binding agreements with persons or entities having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process.

   B. The Developer is the owner of certain real property, located at the southeast corner of Sepulveda Boulevard and Walnut Avenue (the "Site"), commonly known as 888 N. Sepulveda Boulevard, 892 N. Sepulveda Boulevard, and 898 N. Sepulveda Boulevard (collectively, the "Site"). Currently, 898 N Sepulveda Boulevard is improved with an eight (8) - story, eighty-five thousand (85,000) square foot office building, which Developer recently caused to be remodeled and retrofitted. 898 N Sepulveda Boulevard is hereinafter referred to as "Parcel 1" and is legally described on Exhibit "A-1" attached hereto. Currently, 888 N. Sepulveda Boulevard is vacant. The property was formerly improved with a twelve (12) -story, one hundred forty thousand (140,000) square foot office building, which had been vacant for approximately ten (10) years, that contained asbestos and required extensive retrofitting. The building was demolished in 2002. Located on 892 N. Sepulveda Boulevard is a six (6) -story parking structure, providing required parking for the buildings located on Parcel 1 and Parcel 2, and for a separate airport parking business operated by a Developer known as "Airport 105 Parking." 888 N. Sepulveda Boulevard and 892 N. Sepulveda are collectively referred to and herein as "Parcel 2", and are legally described on Exhibit "A-2" attached hereto.

   C. The Parties desire to enter into this Agreement in conformance with the Government Code and the El Segundo Municipal Code in order to achieve the development of the Site as expressly provided under the terms of this Agreement.

   D. The Developer proposes to construct an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of one eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR") of 0.8. Parking for the new office building would be provided by the existing parking structure located on Parcel 2, with an additional seventeen (17) surface parking stalls (the "Development Project.") The Development Project is
hereinafter sometimes referred to as the "Project." All parking required for Parcel 1 must be provided on Parcel 2.

E. The City desires to obtain the binding agreement of the Developer for the development of the Site in accordance with the provisions of this Agreement.

F. The Developer desires to obtain the binding agreement of the City to permit the Developer to develop the Project in accordance with the "Applicable Rules" (as hereinafter defined), as modified by this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and restrictions imposed upon the development of the Property pursuant to the Project approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.

G. Developer has applied to the City in accordance with applicable procedures for approval of this mutually binding Agreement. The Planning Commission and City Council of the City have given notice of intention to consider this Agreement and, have conducted public hearings thereon pursuant to the Government Code.

H. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of El Segundo and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the welfare of the region.

I. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to delay, postpone, preclude or regulate development of the Project on the Site except as provided for herein.

J. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project, and generally serves the public interest within the City of El Segundo and the surrounding region.

K. The City is entering into this Agreement in part because it anticipates that the Project, once completed, will replace vacant property with an attractive structure acting as a gateway and landmark for the northern portion of the City.

2. Definitions. In this Agreement, unless the context otherwise requires:

(a) "Applicable Rules" means: (i) statutes, ordinances, the rules, regulations, and official policies of the City in force as of the "Effective Date" (as hereinafter defined) governing zoning, development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project as modified by Section 6(f) of this Agreement; and (ii) the mitigation measures adopted
by the City and the conditions imposed by this Agreement and the Project's Discretionary Approvals.

(b) "Discretionary Actions; Discretionary Approvals" are actions which require the exercise of judgment or a decision, and which contemplate and authorize the imposition of revisions or conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

(c) "Effective Date" means the date the applications for Discretionary Approvals were approved by City Council.

(d) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted, operative after the Effective Date of this Agreement which, other than as provided for in this Agreement, would govern the zoning, development, density, permitted uses, growth management, environmental considerations, and design criteria applicable to the Project and Site. The parties intend the development of the Project and the Site to be subject to Subsequent Applicable Rules only to the extent specified in paragraph (a) of Section 8 of this Agreement.

(e) "Zoning Ordinance" means the zoning regulations set forth in in the El Segundo Municipal Code, as it exists on the Effective Date.

3. Interest of Developer. The Developer represents to the City that, as of the Effective Date, it owns the Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

4. Binding Effect. This Agreement, and all of the terms and conditions of this Agreement, run with the land comprising the Site and are binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest.

5. Negation of Agency. The Parties acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith is construed as making the City and Developer joint venturers, partners or employer/employee.

6. Development of the Property. The following specific restrictions govern the use and development of the Project as described herein and in Exhibit "B," and without the need for any additional Discretionary Actions:
(a) **Permitted Uses of the Property.** Nothing set forth in this Agreement may be deemed to require Developer to complete the Project; however, the City and the Developer agree that the permitted, conditional and permitted uses of the Property are provided in the Applicable Rules, as modified by subsection (f) herein below;

(b) **Density and Intensity of Use.** The City and Developer agree that the maximum densities and intensities for the permitted use of the Project are set forth in this Agreement and the Discretionary Approvals.

(c) **Maximum Height and Size of Proposed Building.** The City and Developer agree that the maximum height and size of the building proposed for the Project are set forth in this Agreement.

(d) **Development Standards.** All design and development standards applicable to the development of the Project must comply with the Applicable Rules, as modified by subsection (f) herein below, the conditions of the Discretionary Approvals as adopted, amended or modified in the future by mutual consent. The sole exactions, conditions, and mitigation measures to be required for the Project are those contained in the Applicable Rules, the conditions imposed by the Project's Discretionary Approvals, and this Agreement.

(e) **Adherence to Building Code.** All construction on the Property must adhere to the model codes adopted by reference in the ESMC in accordance with California law in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "the Building Codes").

(f) **Exceptions to Development Standards.** The Developer may design and construct the Project with the following exceptions to the current Zoning Ordinance Development Standards, as may reasonably be required to carry out the Project, including, without limitation, the following:

(i) In connection with Development Project, the existing "Administrative Use Permit" (EA No.356, and AUP No. 94 -6), for Developer's currently existing "Park and Ride" business is permanently revoked and the use must be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding occupancy of a building management/leasing office which does not trigger such revocation.

7. **Acknowledgements, Agreements and Assurances on the Part of the Developer.** The parties acknowledge and agree that Developer's faithful performance in developing the Project on the Site, pursuant to the terms of this Agreement and in constructing and installing public improvements, making payments and complying with the Applicable Rules will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from
Developer's assurances and faithful performance thereof and that same is in balance with the benefits conferred by the City on the Project and the Developer by this Agreement. In consideration of the foregoing and the City's assurances set out in Section 8 below, Developer makes the covenants set forth in this Agreement.

8. **Acknowledgments, Agreements and Assurances on the Part of the City.**
In order to effectuate the provisions of this Agreement and in consideration for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 7 of this Agreement, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project within the Site, subject to the terms and conditions of this Agreement, the conditions of the Project Approvals and the Applicable Rules, as modified by this Agreement. Therefore, the City hereby agrees and acknowledges that:

(a) **Entitlement to Develop.** The Developer is granted the vested right to develop the Project on the Site to the extent and in the manner provided in this Agreement, subject to the Applicable Rules, as modified by this Agreement, and, should the City make the findings set forth below in this subparagraph (a), any "**Subsequent Applicable Rules.**" Any change in the Applicable Rules, including, without limitation, any change in the General Plan, any applicable Specific Plan, Zoning Ordinance, growth management regulations, design standards or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, cannot be applied by the City to the Project on the Site. Subsequent Applicable Rules can be applied to the Site by the City only if, after public hearing, (1) the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) it is applied consistently and evenly to all other similar developments in the City. Subsequent Applicable Rules with regard to increases in existing permit fees imposed by the City (i.e., fees intended to cover the City's processing costs) and not otherwise restricted by the terms of this Agreement, may, notwithstanding the above, be imposed on Developer.

In the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement must be modified or suspended as may be necessary to comply with such state or federal law or regulation.

(b) **Subsequent Discretionary Actions.** With respect to any Discretionary Action or Discretionary Approval that is, or may be required subsequent to the execution of this Agreement, the City agrees that it will not unreasonably withhold from Developer or unreasonably condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed unless the City determines that (1) the failure to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner
and (2) such condition is applied consistently and evenly to all other similar developments in the City. Moreover, in the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

9. Vesting of Development Rights. In Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in an after-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer shall have the right, without obligation, except as otherwise specifically set forth herein, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the term of this Agreement. In furtherance of the City's and Developer's intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Site. However, nothing in this section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

10. Benefits to the City. The Developer agrees to contribute to the City an additional sum as an enhanced community benefit to be paid to the City annually for a period of five (5) years beginning upon the effective date of this Development Agreement. The Developer will be permitted to use any excess parking spaces for an off-site airport parking use located in the parking structure at 892 North Sepulveda Boulevard. The number of excess parking spaces is determined by the number of spaces that are not required by the El Segundo Municipal Code for use by the existing office building at 898 North Sepulveda Boulevard. The airport parking use is permitted on an interim basis in a manner consistent with Administrative Use Permit No. 94-6, until a Certificate of Occupancy is issued for the proposed office building. This payment will cease after five (5) years or on the date that a Certificate of Occupancy is issued for the proposed building, whichever occurs first. The payment schedule is as follows:

Year 1: $12,000 (to be paid upon the effective date of this Development Agreement)
Year 2: $12,000 (due 12 months after the proceeding payment)
Year 3: $18,000 (due 12 months after the proceeding payment)
Year 4: $18,000 (due 12 months after the proceeding payment)
Year 5: $18,000 (due 12 months after the proceeding payment)

The City will benefit from increased sales taxes derived from retail sales to occupants of the Project. Further, the Developer agrees to contribute to the City the sum of One-
Hundred Fifty Thousand Dollars ($150,000) for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. The City shall, at its sole discretion determine which improvements the Developer's contribution shall be used for. The payment shall be made before the City's issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding a building/management and leasing office which shall not trigger the contribution obligation. Any such work shall be performed by the City.

11. **Cooperation and Implementation.** The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory performance by Developer of all required preliminary conditions, actions and payments, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project or Site in accordance with the terms of this Agreement. Developer must, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this agreement.

12. **Review of Compliance.**

   (a) **Periodic Review.** The City Manager of the City will review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedure and standards set forth in this Agreement and the El Segundo Municipal Code in order to ascertain compliance by the Developer with the terms of this Agreement.

   (b) **Special Review.** The City Council of the City may order a special review of compliance with this Agreement at any time but not to exceed twice per year. The Director of Planning and Building Safety or the City Council, as determined by the City Council, must conduct such special reviews.

   (c) **Procedure.** During either a periodic review or a special review, the Developer is required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The parties acknowledge that failure by the Developer to demonstrate good faith compliance constitutes grounds for termination or modification of this Agreement in accordance with Government Code § 65865.1.

13. **Default Provisions.**

   (a) **Default.** Either party to this Agreement is deemed to have breached this Agreement if it materially breaches any of the provisions of the Agreement and the same is not cured within the time set forth in a written notice of violation from the non-breaching party to the breaching party, which period of time cannot be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching party cannot
reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching party cannot be in default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines to proceed with termination of this Agreement, the City must give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code §§ 65867 and 65868. At the time and place set forth in the hearing on termination, the Developer must be given an opportunity to be heard. If the City Council finds based upon the evidence that the Developer is in breach of the Agreement, the Council may modify or terminate this Agreement.

(b) **Content of Notice of Violation.** Every notice of violation must state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. The notice is deemed given on the date that it is personally delivered or on the date that is three (3) business days after it is deposited in the United States mail, in accordance with Section 21 hereof.

(c) **Remedies for Breach.** The Parties agree that remedies for breach of the Agreement is limited to the remedies expressly set forth in this subsection. The remedies for breach of the Agreement by City or Developer are limited to injunctive relief and/or specific performance except in the event of a monetary default by Developer the City is entitled to seek any remedy available to it at law or in equity.

14. **Mortgagee Protection.** At the same time that City gives notice to the Developer of a breach, City must send a copy of the notice to each holder of record of any deed of trust on the portion of the Site in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section 14. The copies must be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and are deemed received upon the third (3rd) day after deposit. Each Financier that has given prior notice to City pursuant to this Section has the right, at its option and insofar as the rights of City are concerned, to cure any such breach within sixty (60) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier may have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within sixty (60) days after receipt of the notice for City and thereafter diligently prosecutes the same to completion. City cannot commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein. Notwithstanding any cure by Financier, this Agreement is binding and effective against the Financier and every owner of the Site, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

15. **Estoppel Certificate.** At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such party certify in writing that, to the knowledge of the certified party (i)
this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting party is not in breach of this Agreement, or if in breach, a description of each such breach. The party receiving such a request must execute and return the certificate within thirty (30) days following receipt of the notice. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Site in which that Developer has a legal interest.

16. Operating Memoranda and Amendments of Development Agreement.

(a) Operating Memoranda. The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

Operating memoranda or implementation agreements may be executed on behalf of the City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this Agreement will be processed as an amendment of this Agreement in accordance with applicable rules and must be approved by the City Council.

(b) Amendments. This Agreement may be amended from time to time only upon the mutual written consent of City and Developer; provided, however, that in connection with the transfer of any portion of Developer’s rights or obligations under this Agreement to another developer, Developer (or any assignee of Developer’s rights), such other developer and City may agree that the signature of such other developer may be required to amend this Agreement insofar as such amendment would materially alter the rights or obligations of such developer hereunder. In no event will the signature or consent of any “Non-Assuming Transferee” (defined below) be required to amend this Agreement.

(c) Minor Changes. Any change to this Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer, will, with Developer’s consent, be subject to the review and
approval of the City's city manager (the "City Manager") and not require notice or public hearing, except to the extent otherwise required by law.

(d) **Future Development Agreements.** Except as otherwise consented to by Developer, any future development agreement that may be entered into between City and a successor or assign of Developer with respect to any portion of the Project Site must be consistent with the terms and provisions of this Agreement.

(e) **Future Approvals Do Not Require Amendments to Development Agreement.** Except as may be otherwise agreed to by the parties, no amendment of this Agreement is required in connection with the issuance of any Discretionary Approval. Any Discretionary Approval issued after the Effective Date will automatically be incorporated into this Agreement and vested hereby. City will not issue any Discretionary Approval for any portion of the Project Site unless Developer requests such Discretionary Approval from City.

17. **Term of Agreement.** This Agreement becomes operative and begins upon the Effective Date and remains in effect for a term of five (5) years, unless said term is terminated, modified, or extended by circumstance set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement is deemed terminated and of no further force and effect; provided, such termination does not automatically affect any right of the City or Developer arising from City approvals on the Project before the expiration of the term or arising from the duties of the parties as prescribed in this Agreement.

18. **Administration of Agreement and Resolution of Disputes.** All decisions by the City staff concerning the interpretation and, administration of this Agreement and the Project which is the subject hereof are appealable to the City Council and all like decisions by the City Council are final. However, decisions of the City Council shall also be subject to judicial review pursuant to Code of Civil Procedure § 1094.5. so long as such action is filed in a court of competent jurisdiction not later than ninety (90) days following the date on which the City's decision becomes final pursuant to Code of Civil Procedure § 1094.6.

19. **Notices.** All notices under this Agreement must be in writing and are effective when personally delivered or upon the third (3rd) day after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to the City: City of El Segundo
350 Main Street
E1 Segundo, California 90245
Attn: Director of Planning and Building Safety

With a copy to: Jenkins & Hogin, LLP
20. **Severability and Termination.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

21. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

22. **Force Majeure.** In the event of changed conditions, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, or other circumstances which substantially interfere with carrying out the Project, as approved by the City, or with the ability of either party to perform its obligations under this Agreement, and which are not due to actions of Developer and are beyond its reasonable control, the parties agree to bargain in good faith to modify such obligations to achieve the goals and preserve the original intent of this Agreement.

23. **Waiver.** No waiver of any provision of this Agreement constitutes a waiver of any other provision, whether or not similar; nor does any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver is binding, unless it is executed in writing by a duly authorized representative of the party against whom enforcement of the waiver is sought.

24. ** Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement cannot be amended, except as expressly provided herein.
25. **Relationship of the Parties.** Each party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Party in any respect. Nothing contained herein or in any document executed in connection herewith may be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

26. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they do not constitute a pact of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Project Approvals or the Subsequent Approvals, the provisions of this Agreement shall prevail over the Project Approvals.

27. **Constructive Notice and Acceptance.** Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest in the Project Site.

28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person has any right of action based upon any provision of this Agreement.

29. **Incorporation of Exhibits.** The following Exhibits are part of this Agreement and each of which are incorporated herein by this reference:

   - Exhibit A -1 Legal Description of Parcel 1
   - Exhibit A -2 Legal Description of Parcel 2
   - Exhibit B Description of the Projects
   - Exhibit C Form of Assignment and Assumption

30. **Entire Agreement Conflicts.** This Agreement represents the entire agreement of the parties. Should any or all of the provisions of this Agreement be found to be in conflict with any provision or provisions found in the Project Approvals, Applicable Rules, or Subsequent Applicable Rules, then the provision(s) of this Agreement prevail.

31. **Release Upon Transfer.** Upon the sale or transfer of the Developer's interest in any portion of the Property, except as otherwise provided herein, Developer is released from its obligations with respect to the portion so sold or transferred subsequent to the effective date of the sale or transfer and the City's sole remedy is against the assignee or its successor or assign, provided that (i) Developer is not in breach of this Agreement at the time of the sale or transfer and (ii) before the sale or transfer, Developer delivers to City a written assignment and assumption agreement in
the four attached hereto as Exhibit "C," duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement with respect to the sold or transferred portion of the Property. Failure to provide a written assumption agreement hereunder does not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement. Nothing contained herein may be deemed to grant to City discretion to approve or deny any such sale or transfer.

32. **Hold Harmless.** The Developer hereby agrees to and must defend, protect, save and hold the City and its elected and appointed boards, commissions, officers, agents and employees harmless from any and all claims, costs, losses, fines, penalties, demands, injuries, judgments and/or liabilities for any damages arising out of, or resulting from, the City's approval of this Agreement or either party's performance pursuant to this Agreement; provided, however, that the Developer is not required to indemnify the City from its negligence or willful misconduct; and further provided that the Developer may elect to legally challenge the City's implementation or interpretation of this Agreement.

33. **Joint Preparation.** This Agreement is deemed to have been prepared jointly and equally by the Parties, and it cannot be construed against any party on the ground that the Party prepared the Agreement or caused it to be prepared.

34. **Governing Law and Venue.** This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement must be filed in the appropriate court having jurisdiction in the County of Los Angeles.

35. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have each executed this Agreement of the date first written above

CITY OF EL SEGUNDO

By: Mayor

ATTEST:

Cindy Mortesen, City Clerk
Approved as to form:

Mark D. Hensley, City Attorney

REALTY ASSOCIATES ADVISORS, LLC,
a Delaware limited liability company

By:
Name: Cliff Chandler
Its’ President
Approved as to form:

Mark D. Hensley, City Attorney

REALTY ASSOCIATES ADVISORS, LLC,
a Delaware limited liability company

By: ________________________________

Name: ________________________________

Its' President
EXHIBIT A-1

Legal Description of Parcel 1 (898 North Sepulveda Boulevard)

Parcel 1 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Map in the Office of the County Recorder of said County.
EXHIBIT A-2

Legal Description of Parcel 2
(888 North Sepulveda Boulevard and 892 North Sepulveda Boulevard)

Parcel 2 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Maps, in the Office of the County Recorder of said County.
EXHIBIT "B"

Description of Project

The Project consists of the development of an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR ") of 0.8., with parking provided by the existing parking structure located on Parcel 2, with an additional 17 surface parking stalls. The existing "Park and Ride" business would be permanently revoked and the use would be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Project, provided that the occupancy of a building management/leasing office will not trigger such revocation.
EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is entered into as of this ___ day of ______, 2011, by and between Realty Advisors Associates, LLC, A Delaware Limited Liability Company ("Assignor") and _____________ ("Assignee") with respect to the following facts:

RECITALS:

A. Assignor is the "Developer" with respect to that certain Development Agreement dated __________, (the "Development Agreement") by and between Assignor and the City of El Segundo, a city in the State of California ("City").

B. The Development Agreement pertains to that certain real property located in the City consisting of 888, 892 and 898 North Sepulveda Boulevard (collectively, the "Site").

C. By this Assignment and Assumption, Assignor desires to assign all its right, title and interest in and to the Development Agreement to Assignee and Assignee desires to assume all of Developer's interest and obligations with respect to the Development Agreement.

NOW, THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Development Agreement. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Development Agreement and Assignee hereby accepts such assignment.

2. As-Is; Non-Recourse. Assignee hereby acknowledges and represents that Assignee has had a full and complete opportunity to evaluate the Development Agreement and the Site. Assignee acknowledges and represents that Assignee accepts the assignment of Assignor's interest in the Development Agreement on an "AS IS" basis, without any recourse to Assignor, and without any representation or warranty of any kind with respect to the terms and conditions of the Development Agreement and/or the obligations of "Developer" under the Development Agreement.

3. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all the terms, conditions, covenants and obligations imposed upon or assumed by Assignor under the Development Agreement.
4. Miscellaneous.

(a) Notices. All notices or other communications provided for or permitted hereunder shall be made in writing by hand-delivery, or pre-paid first-class mail:

If to Assignor: Realty Advisors Associates, LLC,
A Delaware Limited Liability Company

If to Assignee:

ALL SUCH NOTICES AND COMMUNICATIONS SHALL BE DEEMED TO HAVE BEEN DULY GIVEN: WHEN DELIVERED BY HAND, IF PERSONALLY DELIVERED; AND TWO BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PRE-PAID, IF MAILED AS AFORESAID. ANY PARTY MAY FROM TIME TO TIME, BY WRITTEN NOTICE TO THE OTHER, DESIGNATE A DIFFERENT ADDRESS WHICH SHALL BE SUBSTITUTED FOR THAT SPECIFIED ABOVE.

(b) Captions and Headings. The captions and headings in this Assignment for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(c) Time of Essence. Except as otherwise provided herein, time is of the essence with respect to all provisions of this Assignment in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period provided for in this Assignment.

(d) Interpretation and Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed within the state. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the purpose of the parties and this Assignment. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Assignment against the party that has drafted it is not applicable and is waived.

(e) Waiver of Jury Trial. The parties hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by a party hereto or its successors and assigns on any matter whatsoever arising out of, or in any way connected with, this Assignment, the relationship of the parties hereto, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

(f) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of
any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all other rights and privileges shall be enforceable to the fullest extent permitted by law.

(g) Attorneys' Fees. In any action or proceeding brought to enforce or interpret any provision of this Assignment, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover actual attorneys' fees and all other litigation costs including without limitation costs awardable pursuant to California Code of Civil Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover actual attorneys' fees and Costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

(h) Entire Agreement. This Assignment is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Assignment supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to such subject matter and there are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

(i) Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(j) Amendments. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally or in writing, except that any term of this Assignment may be amended by a writing signed by the parties, and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted.

(k) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(l) No Third Party Beneficiaries. Nothing expressed or mentioned in this Assignment is intended or shall be construed to give any person, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Assignment or any provisions herein contained, this Assignment and any conditions and provisions hereof being intended to be
and being for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and for the benefit of no other person.

(m) Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Facsimile. This Assignment may be executed by a party's signature transmitted by facsimile ("fax"), and copies of this Assignment executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed signatures as if such signatures were originals. Any party executing and delivering this Assignment by fax shall promptly thereafter deliver a counterpart signature page of this Assignment containing said party's original signature. All parties hereto agree that a faxed signature page may be introduced into evidence in any proceeding arising out of or related to this Assignment as if it were an original signature page.

"ASSIGNOR"

Realty Advisors Associates, LLC, A Delaware Limited Liability Company

By:

Name: ___________________________

Its: ___________________________

"ASSIGNEE"
EXEMPT FROM RECORDER'S FEES
Pursuant to Government
Code §§ 6103, 27383
Recording Requested By
and When Recorded Return to:

CITY CLERK
CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND
WESEP REAL ESTATE LIMITED PARTNERSHIP REALTY ADVISORS ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS
OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE
REQUIREMENTS OF GOVERNMENT CODE §65868.5
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made this 20th day of March 2001, by and between the CITY OF EL SEGUNDO, a City in the State of California ("City"), and W/S/SEP REAL ESTATE LIMITED PARTNERSHIP REALTY ADVISORS ASSOCIATES, LLC, a Delaware limited partnership liability company (the "Developer"). In consideration of the mutual covenants and agreements contained in this Agreement, the City and Developer agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:

   A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 to enter into binding agreements with persons or entities having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process.

   B. The Developer is the owner of certain real property, located at the southeast corner of Sepulveda Boulevard and Walnut Avenue (the "Site"), commonly known as 888 N. Sepulveda Boulevard, 892 N. Sepulveda Boulevard, and 898 N. Sepulveda Boulevard (collectively, the "Site"). Currently, 898 N Sepulveda Boulevard is improved with an eight (8) -story, eighty-five thousand (85,000) square foot office building, which Developer recently caused to be remodeled and retrofitted. 898 N Sepulveda Boulevard is hereinafter referred to as "Parcel 1" and is legally described on Exhibit "A-1" attached hereto. Currently, 888 N. Sepulveda Boulevard is vacant. The property was formerly improved with a twelve (12) -story, one hundred forty thousand (140,000) square foot office building, which had been vacant for approximately ten (10) years, contained asbestos and required extensive retrofitting. The building was demolished in 2002. Located on 892 N. Sepulveda Boulevard is a six (6) -story parking structure, providing required parking for the buildings located on Parcel 1 and Parcel 2, and for a separate airport parking business operated by a Developer known as "Airport 105 Parking." 888 N. Sepulveda Boulevard and 892 N. Sepulveda are collectively referred to and herein as "Parcel 2", and are legally described on Exhibit "A-2" attached hereto.

   C. The Parties desire to enter into this Agreement in conformance with the Government Code and the City of El Segundo Municipal Code in order to achieve the development of the Site as expressly provided under the terms of this Agreement.

   D. The Developer proposes to demolish the existing twelve (12) -story office building, and construct a six (6) -story office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of one hundred twenty thousand six hundred and ten eighty-eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR") of 1.096 0.8. Parking for the new six (6) -story office building would be provided by the existing parking structure
located on Parcel 2, with an additional seventeen (17) surface parking stalls (the "Development Project.") The Development Project is hereinafter sometimes referred to as the "Project." All parking required for Parcel 1 shall must be provided on Parcel 2.

E. The City desires to obtain the binding agreement of the Developer for the development of the Site in accordance with the provisions of this Agreement.

F. The Developer desires to obtain the binding agreement of the City to permit the Developer to develop the Project in accordance with the "Applicable Rules" (as hereinafter defined), as modified by this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and restrictions imposed upon the development of the Property pursuant to the Project approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.

G. Developer has applied to the City in accordance with applicable procedures for approval of this mutually binding Agreement. The Planning Commission and City Council of the City have given notice of intention to consider this Agreement and, have conducted public hearings thereon pursuant to the Government Code.

H. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of El Segundo and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the welfare of the region.

I. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under State law, the future exercise of the City’s ability to delay, postpone, preclude or regulate development of the Project on the Site except as provided for herein.

J. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project, and generally serves the public interest within the City of El Segundo and the surrounding region.

K. The City is entering into this Agreement in part because it anticipates that the Project, once completed, will replace an obsolete structure which has been vacant for approximately ten (10) years with an attractive structure acting as a gateway and landmark for the northern portion of the City. The development of the Project will eliminate an obsolete building in the City in the form of the currently vacant twelve (12)–story structure, and the removal of asbestos from the vacant twelve (12)–story structure.

2. **Definitions.** In this Agreement, unless the context otherwise requires:

   (a) "**Applicable Rules**" means: (i) statutes, ordinances, the rules, regulations, and official policies of the City in force as of the "Effective Date" (as
hereinafter defined) governing zoning, development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project as modified by Section 6(f) of this Agreement; and (ii) the mitigation measures adopted by the City and the conditions imposed by this Agreement and the Project's Discretionary Approvals.

(b) "Discretionary Actions; Discretionary Approvals" are actions which require the exercise of judgment or a decision, and which contemplate and authorize the imposition of revisions or conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

(c) "Effective Date" shall mean the date the applications for Discretionary Approvals were approved by City Council.

(d) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted, operative after the Effective Date of this Agreement which, other than as provided for in this Agreement, would govern the zoning, development, density, permitted uses, growth management, environmental considerations, and design criteria applicable to the Project and Site. The parties intend the development of the Project and the Site to be subject to Subsequent Applicable Rules only to the extent specified in paragraph (a) of Section 8 of this Agreement.

(e) "Zoning Ordinance" is the Zoning Ordinance for the City of El Segundo contained means the zoning regulations set forth in the El Segundo Municipal Code, as it exists on the Effective Date.

3. Interest of Developer. The Developer represents to the City that, as of the Effective Date, it owns the Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

4. Binding Effect. This Agreement, and all of the terms and conditions of this Agreement, shall run with the land comprising the Site and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest.

5. Negation of Agency. The Parties acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers, partners or employer/employee.
6. **Development of the Property.** The following specific restrictions shall govern the use and development of the Project as described herein and in Exhibit "B," and without the need for any additional Discretionary Actions:

(a) **Permitted Uses of the Property.** Nothing set forth in this Agreement shall may be deemed to require Developer to complete the Project; however, the City and the Developer agree that the permitted, conditional and permitted uses of the Property shall be as are provided in the Applicable Rules, as modified by subsection (f) herein below;

(b) **Density and Intensity of Use.** The City and Developer agree that the maximum densities and intensities for the permitted use of the Project shall be as set forth in this Agreement and the Discretionary Approvals.

(c) **Maximum Height and Size of Proposed Building.** The City and Developer agree that the maximum height and size of the building proposed for the Project shall be as are set forth in this Agreement.

(d) **Development Standards.** All design and development standards applicable to the development of the Project shall be in accordance must comply with the Applicable Rules, as modified by subsection (f) herein below, the conditions of the Discretionary Approvals as adopted, amended or modified in the future by mutual consent. The sole exactions, conditions, and mitigation measures to be required for the Project shall be are those contained in the Applicable Rules, the conditions imposed by the Project's Discretionary Approvals, and this Agreement.

(e) **Adherence to Building Code.** All construction on the Property shall must adhere to the California Building Code, including the Fire Resistive Design Manual, the National Electrical Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Code for Building Conservation and the Uniform Administrative Codesmodel codes adopted by reference in the ESMC in accordance with California law in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "the Building Codes").

(f) **Exceptions to Development Standards.** The Developer shall be permitted may design and construct the Project with the following exceptions to the current Zoning Ordinance Development Standards, as may reasonably be required to carry out the Project, including, without limitation, the following:

(i) **In connection with Development Project, the existing** "Administrative Use Permit" (EA No.356, and AUP No. 94 -6), for Developer's currently existing "Park and Ride" business shall be is permanently revoked and the use shall be is discontinued upon the issuance of a Certificate of
Occupancy for the first tenant improvement associated with the Development Project, excluding occupancy of a building management/leasing office which shall not trigger such revocation;

(ii) Two (2) loading spaces with a width of thirteen (13) feet and a depth of thirty (30) feet shall be required to serve Parcel 2 instead of the three (3) loading spaces with a width of thirteen (13) feet and depth of fifty (50) feet as required by Section 20.64.060 of the City's Zoning Ordinance.

7. **Acknowledgements, Agreements and Assurances on the Part of the Developer.** The parties acknowledge and agree that Developer's faithful performance in developing the Project on the Site, pursuant to the terms of this Agreement and in constructing and installing public improvements, making payments and complying with the Applicable Rules will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from Developer's assurances and faithful performance thereof and that same is in balance with the benefits conferred by the City on the Project and the Developer by this Agreement. In consideration of the foregoing and the City's assurances set out in Section 8 below, Developer makes the covenants set forth in this Agreement.

8. **Acknowledgements, Agreements and Assurances on the Part of the City.** In order to effectuate the provisions of this Agreement and in consideration for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 7 of this Agreement, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project within the Site, subject to the terms and conditions of this Agreement, the conditions of the Project Approvals and the Applicable Rules, as modified by this Agreement. Therefore, the City hereby agrees and acknowledges that:

(a) **Entitlement to Develop.** The Developer is hereby granted the vested right to develop the Project on the Site to the extent and in the manner provided in this Agreement, subject to the Applicable Rules, as modified by this Agreement, and, should the City make the findings set forth below in this subparagraph (a), any "Subsequent Applicable Rules," Any change in the Applicable Rules, including, without limitation, any change in the General Plan, any applicable Specific Plan, Zoning Ordinance, growth management regulations, design standards or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, shall not be applied by the City to the Project on the Site. Subsequent Applicable Rules can be applied to the Site by the City only if, after public hearing, (1) the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) it is applied consistently and evenly to all other similar developments in the City. Subsequent Applicable Rules with regard to increases in existing permit fees imposed by the City (i.e., fees intended to cover the City's processing costs) and not otherwise
restricted by the terms of this Agreement, may, notwithstanding the above, be imposed on Developer.

In the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

(b) **Subsequent Discretionary Actions.** With respect to any Discretionary Action or Discretionary Approval that is, or may be required subsequent to the execution of this Agreement, the City agrees that it will not unreasonably withhold from Developer or unreasonably condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed unless the City determines that (1) the failure to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) such condition is applied consistently and evenly to all other similar developments in the City. Moreover, in the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

9. **Vesting of Development Rights.** In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a after-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in *Pardee* by acknowledging and providing that Developer shall have the right, without obligation, except as otherwise specifically set forth herein, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the terms of this Agreement. In furtherance of the City's and Developer's intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Site. However, nothing in this section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

10. **Benefits to the City.** The Developer agrees to contribute to the City an additional sum as an enhanced community benefit to be paid to the City annually for a period of five (5) years beginning upon the effective date of this Development Agreement. The Developer will be permitted to use any excess parking spaces for an
off-site airport parking use located in the parking structure at 892 North Sepulveda Boulevard. The number of excess parking spaces is determined by the number of spaces that are not required by the El Segundo Municipal Code for use by the existing office building at 898 North Sepulveda Boulevard. The airport parking use is permitted on an interim basis in a manner consistent with Administrative Use Permit No. 94-6, until a Certificate of Occupancy is issued for the proposed office building. This payment will cease after five (5) years or on the date that a Certificate of Occupancy is issued for the proposed building, whichever occurs first. The payment schedule is as follows:

Year 1: $12,000 (to be paid upon the effective date of this Development Agreement)
Year 2: $12,000 (due 12 months after the proceeding payment)
Year 3: $18,000 (due 12 months after the proceeding payment)
Year 4: $18,000 (due 12 months after the proceeding payment)
Year 5: $18,000 (due 12 months after the proceeding payment)

The City will benefit from the elimination of the existing obsolete building as a result of the demolition of the existing, vacant twelve (12)-story building located on the Site, the abatement of asbestos located in such vacant building, and the development of a new, image-enhancing development project within the northern portion of the City. The City will benefit from increased sales taxes derived from retail sales to occupants of the Project. Further, the Developer agrees to contribute to the City the sum of One-Hundred Fifty Thousand Dollars ($150,000) for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. The City shall, at its sole discretion determine which improvements the Developer's contribution shall be used for. The payment shall be made prior to the City's issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding a building/management and leasing office which shall not trigger the contribution obligation. Any such work shall be performed by the City.

11. **Cooperation and Implementation.** The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory performance by Developer of all required preliminary conditions, actions and payments, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project or Site in accordance with the terms of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this agreement.

12. **Review of Compliance.**

   (a) **Periodic Review.** The City will review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedure and standards set forth in this Agreement and the El Segundo Municipal Code in order to ascertain compliance by the Developer with the terms of this Agreement.
(b) Special Review. The City Council of the City may order a special review of compliance with this Agreement at any time but not to exceed twice per year. The Director of Planning and Building Safety or the City Council, as determined by the City Council, shall must conduct such special reviews.

(c) Procedure. During either a periodic review or a special review, the Developer shall be is required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The parties acknowledge that failure by the Developer to demonstrate good faith compliance shall constitutes grounds for termination or modification of this Agreement in accordance with Government Code § 65865.1.


(a) Default. Either party to this Agreement shall be is deemed to have breached this Agreement if it materially breaches any of the provisions of the Agreement and the same is not cured within the time set forth in a written notice of violation from the non-breaching party to the breaching party, which period of time shall not cannot be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching party cannot reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching party shall not cannot be in default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines to proceed with termination of this Agreement, the City shall must give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code Sections 65867 and 65868. At the time and place set forth in the hearing on termination, the Developer shall be given an opportunity to be heard. If the City Council finds based upon the evidence that the Developer is in breach of the Agreement, the Council may modify or terminate this Agreement.

(b) Content of Notice of Violation. Every notice of violation shall must state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. The notice shall be is deemed given on the date that it is personally delivered or on the date that is three (3) business days after it is deposited in the United States mail, in accordance with Section 21 hereof.

(c) Remedies for Breach. The Parties agree that remedies for breach of the Agreement shall be is limited to the remedies expressly set forth in this subsection. The remedies for breach of the Agreement by City or Developer shall be are limited to injunctive relief and/or specific performance except in the event of a monetary default by Developer the City shall be is entitled to seek any remedy available to it at law or in equity.
14. **Mortgagee Protection**: At the same time that City gives notice to the Developer of a breach, City shall send a copy of the notice to each holder of record of any deed of trust on the portion of the Site in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section 14. The copies shall be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and shall be deemed received upon the third (3rd) day after deposit. Each Financier that has given prior notice to City pursuant to this Section shall have the right, at its option and insofar as the rights of City are concerned, to cure any such breach within sixty (60) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier may have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within sixty (60) days after receipt of the notice for City and thereafter diligently prosecutes the same to completion. City shall not commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein. Notwithstanding any cure by Financier, this Agreement shall be binding and effective against the Financier and every owner of the Site, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

15. **Estoppel Certificate**: At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such party certify in writing that, to the knowledge of the certified party (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting party is not in breach of this Agreement, or if in breach, a description of each such breach. The party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Site in which that Developer has a legal interest.

16. **Modification Amendment or Cancellation**: Subject to the notice and hearing requirements of Section 65867 of the Government Code, this Agreement may be modified or amended from time to time by mutual consent of the parties or their successors in interest in accordance with the provisions of the El Segundo Code and Section 65868 of the Government Code.

16. **Operating Memoranda and Amendments of Development Agreement**

(a) **Operating Memoranda**: The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance for those items covered in general terms under this Agreement. If and
when, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation agreements approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof.

Operating memoranda or implementation agreements may be executed on behalf of the City by the City Manager and the City Attorney. In the event a particular subject requires notice or hearing, such notice or hearing will be appropriately given. Any significant modification to the terms of performance under this Agreement will be processed as an amendment of this Agreement in accordance with applicable rules and must be approved by the City Council.

(b) Amendments. This Agreement may be amended from time to time only upon the mutual written consent of City and Developer; provided, however, that in connection with the transfer of any portion of Developer's rights or obligations under this Agreement to another developer, Developer (or any assignee of Developer's rights), such other developer and City may agree that the signature of such other developer may be required to amend this Agreement insofar as such amendment would materially alter the rights or obligations of such developer hereunder. In no event will the signature or consent of any “Non-Assuming Transferee” (defined below) be required to amend this Agreement.

(c) Minor Changes. Any change to this Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer, will, with Developer's consent, be subject to the review and approval of the City's city manager (the "City Manager") and not require notice or public hearing, except to the extent otherwise required by law.

(d) Future Development Agreements. Except as otherwise consented to by Developer, any future development agreement that may be entered into between City and a successor or assign of Developer with respect to any portion of the Project Site must be consistent with the terms and provisions of this Agreement.

(e) Future Approvals Do Not Require Amendments to Development Agreement. Except as may be otherwise agreed to by the parties, no amendment of this Agreement is required in connection with the issuance of any Discretionary Approval. Any Discretionary Approval issued after the Effective Date will automatically be incorporated into this Agreement and vested hereby. City will not issue any Discretionary Approval for any portion of the Project Site unless Developer requests such Discretionary Approval from City.
17. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of ten (10) five (5) years, unless said term is terminated, modified, or extended by circumstance set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, such termination shall not automatically affect any right of the City or Developer arising from City approvals on the Project prior to the expiration of the term or arising from the duties of the parties as prescribed in this Agreement.

18. **Administration of Agreement and Resolution of Disputes.** All decisions by the City staff concerning the interpretation and, administration of this Agreement and the Project which is the subject hereof are appealable to the City Council and all like decisions by the City Council shall be final. However, decisions of the City Council shall also be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5. so long as such action is filed in a court of competent jurisdiction not later than ninety (90) days following the date on which the City's decision becomes final pursuant to Code of Civil Procedure Section 1094.6.

19. **Notices.** All notices under this Agreement shall be in writing and shall be effective when personally delivered or upon the third (3rd) day after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

**If to the City:**
City of El Segundo
350 Main Street
El Segundo, California 90245
Attn: Director of Community, Economic and Development Services of Planning and Building Safety

With a copy to:
Burke, Williams & Sorensen
611 West Sixth Street, 26th Floor
Los Angeles, California 90017
Jenkins & Hogan, LLP
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Attn: Mark Hensley

**If to Developer:**
Legacy Partners Commercial, Inc.
30 Executive Park, Suite 100
Irvine, California 92614-6741
Attention: Mr. Michael Morris
Realty Associates Advisors, LLC
1301 Dove Street, Suite 860
Newport Beach, CA 92660
With a copy to: Allen Matkins Leck Gamble & Mallory LLP
1900 Main Street, 6th Floor
Irvine, California 92614-7324
Attention: R. Michael Joyce, Esq., 898 Sepulveda Associates, LLC
4 Park Plaza, Suite 700
Irvine, CA 92614
Attn: David Drake

Any party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above.

20. **Severability and Termination.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

21. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

22. **Force Majeure.** In the event of changed conditions, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which substantially interfere with carrying out the Project, as approved by the City, or with the ability of either party to perform its obligations under this Agreement, and which are not due to actions of Developer and are beyond its reasonable control, the parties agree to bargain in good faith to modify such obligations to achieve the goals and preserve the original intent of this Agreement.

23. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall does any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the party against whom enforcement of the waiver is sought.

24. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein.

25. **Relationship of the Parties.** Each party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Party in any respect. Nothing contained herein or in any
document executed in connection herewith may be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

26. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Project Approvals or the Subsequent Approvals, the provisions of this Agreement shall prevail over the Project Approvals.

27. **Constructive Notice and Acceptance.** Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest in the Project Site.

28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

29. **Attorney’s Fees.** In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing party shall be entitled to its reasonable attorneys’ fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys’ fees under this section shall include attorneys’ fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

30. **Incorporation of Exhibits.** The following Exhibits are part of this Agreement and each of which are incorporated herein by this reference:

   - Exhibit A -1  Legal Description of Parcel 1
   - Exhibit A -2  Legal Description of Parcel 2
   - Exhibit B      Description of the Projects
   - Exhibit C      Form of Assignment and Assumption

31. **Entire Agreement Conflicts.** This Agreement represents the entire agreement of the parties. Should any or all of the provisions of this Agreement be found to be in conflict with any provision or provisions found in the Project Approvals,
Applicable Rules, or Subsequent Applicable Rules, then the provision(s) of this Agreement shall prevail.

3231. Release Upon Transfer. Upon the sale or transfer of the Developer's interest in any portion of the Property, except as otherwise provided herein, Developer shall be released from its obligations with respect to the portion so sold or transferred subsequent to the effective date of the sale or transfer and the City's sole remedy shall be against the assignee or its successor or assign, provided that (i) Developer is not in breach of this Agreement at the time of the sale or transfer and (ii) prior to the sale or transfer, Developer delivers to City a written assignment and assumption agreement in the four attached hereto as Exhibit "C," duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement with respect to the sold or transferred portion of the Property. Failure to provide a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement. Nothing contained herein may be deemed to grant to City discretion to approve or deny any such sale or transfer.

3332. Hold Harmless. The Developer hereby agrees to and shall defend, protect, save and hold the City and its elected and appointed boards, commissions, officers, agents and employees harmless from any and all claims, costs, losses, fines, penalties, demands, injuries, judgments and/or liabilities for any damages arising out of, or resulting from, the City's approval of this Agreement or either party's performance pursuant to this Agreement; provided, however, that the Developer shall not be required to indemnify the City from its negligence or willful misconduct; and further provided that the Developer may elect to legally challenge the City's implementation or interpretation of this Agreement.

3433. Joint Preparation. This Agreement is deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any party on the ground that the Party prepared the Agreement or caused it to be prepared.

3634. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Los Angeles.

3635. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
IN WITNESS WHEREOF, the Parties have each executed this Agreement of the date first written above.

CITY OF EL SEGUNDO

By: Mayor

ATTEST:

Cindy Mortensen, City Clerk

Approved as to form:

Mark D. Hensley

W9/SEP REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership
REALTY ASSOCIATES ADVISORS, LLC, a Delaware limited liability company

By: W9/SEP Gen-Par, Inc., a Delaware corporation, General Partner

By:
Name:
Its” President
EXHIBIT A-1

Legal Description of Parcel 1 (898 North Sepulveda Boulevard)

Parcel 1 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Map in the Office of the County Recorder of said County.
EXHIBIT A-2

Legal Description of Parcel 2
(888 North Sepulveda Boulevard and 892 North Sepulveda Boulevard)

Parcel 2 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Maps, in the Office of the County Recorder of said County.
EXHIBIT "B"

Description of Project

The Project consists of the development of an office building ten (10) stories or less, but not to exceed 200 feet in height, consisting of a maximum of eighty eight thousand eight hundred and forty seven (88,847) square feet with a Floor Area Ratio ("FAR") of 0.8., with parking provided by the existing parking structure located on Parcel 2, with an additional 17 surface parking stalls. The existing "Park and Ride" business would be permanently revoked and the use would be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Project, provided that the occupancy of a building management/leasing office will not trigger such revocation.
EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is entered into as of this ___ day of _______, 2011, by and between Realty Advisors Associates, LLC, A Delaware Limited Liability Company ("Assignor") and ________________ ("Assignee") with respect to the following facts:

RECATALS:

A. Assignor is the "Developer" with respect to that certain Development Agreement dated _______, (the "Development Agreement") by and between Assignor and the City of El Segundo, a city in the State of California ("City").

B. The Development Agreement pertains to that certain real property located in the City consisting of 888, 892 and 898 North Sepulveda Boulevard (collectively, the "Site").

C. By this Assignment and Assumption, Assignor desires to assign all its right, title and interest in and to the Development Agreement to Assignee and Assignee desires to assume all of Developer's interest and obligations with respect to the Development Agreement.

NOW, THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Development Agreement. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Development Agreement and Assignee hereby accepts such assignment.

2. As-Is; Non-Recourse. Assignee hereby acknowledges and represents that Assignee has had a full and complete opportunity to evaluate the Development Agreement and the Site. Assignee acknowledges and represents that Assignee accepts the assignment of Assignor's interest in the Development Agreement on an "AS IS" basis, without any recourse to Assignor, and without any representation or warranty of any kind with respect to the terms and conditions of the Development Agreement and/or the obligations of "Developer" under the Development Agreement.

3. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all the terms, conditions, covenants and obligations imposed upon or assumed by Assignor under the Development Agreement.
4. Miscellaneous.

(a) Notices. All notices or other communications provided for or permitted hereunder shall be made in writing by hand-delivery, or pre-paid first-class mail:

If to Assignor: Realty Advisors Associates, LLC,
A Delaware Limited Liability
Company

If to Assignee:

ALL SUCH NOTICES AND COMMUNICATIONS SHALL BE DEEMED TO HAVE BEEN DULY GIVEN: WHEN DELIVERED BY HAND, IF PERSONALLY DELIVERED; AND TWO BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PRE-PAID, IF MAILED AS AFORESAID. ANY PARTY MAY FROM TIME TO TIME, BY WRITTEN NOTICE TO THE OTHER, DESIGNATE A DIFFERENT ADDRESS WHICH SHALL BE SUBSTITUTED FOR THAT SPECIFIED ABOVE.

(b) Captions and Headings. The captions and headings in this Assignment for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(c) Time of Essence. Except as otherwise provided herein, time is of the essence with respect to all provisions of this Assignment in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period provided for in this Assignment.

(d) Interpretation and Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed within the state. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the purpose of the parties and this Assignment. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Assignment against the party that has drafted it is not applicable and is waived.

(e) Waiver of Jury Trial. The parties hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by a party hereto or its successors and assigns on any matter whatsoever arising out of, or in any way connected with, this Assignment, the relationship of the parties hereto, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

(f) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of
any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all other rights and privileges shall be enforceable to the fullest extent permitted by law.

(g) Attorneys’ Fees. In any action or proceeding brought to enforce or interpret any provision of this Assignment, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover actual attorneys’ fees and all other litigation costs including without limitation costs awardable pursuant to California Code of Civil Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover actual attorneys’ fees and Costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

(h) Entire Agreement. This Assignment is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Assignment supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to such subject matter and there are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

(i) Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(j) Amendments. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally or in writing, except that any term of this Assignment may be amended by a writing signed by the parties, and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted.

(k) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(l) No Third Party Beneficiaries. Nothing expressed or mentioned in this Assignment is intended or shall be construed to give any person, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Assignment or any provisions herein contained, this Assignment and any conditions and provisions hereof being intended to be
and being for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and for the benefit of no other person.

(m) Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Facsimile. This Assignment may be executed by a party's signature transmitted by facsimile ("fax"), and copies of this Assignment executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed signatures as if such signatures were originals. Any party executing and delivering this Assignment by fax shall promptly thereafter deliver a counterpart signature page of this Assignment containing said party's original signature. All parties hereto agree that a faxed signature page may be introduced into evidence in any proceeding arising out of or related to this Assignment as if it were an original signature page.

"ASSIGNOR"

Realty Advisors Associates, LLC, A Delaware Limited Liability Company

By:

Name: ___________________________

Its: ____________________________

"ASSIGNEE"
RECORDING REQUEST BY

WHEN RECORDED MAIL TO:
City of El Segundo
City Clerk's Office
350 Mail Street
El Segundo, CA 90245

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF EL SEGUNDO AND W9/SEP REAL ESTATE LIMITED PARTNERSHIP - 888 N. SEPULVEDA BLVD., EL SEGUNDO, CA 90245
EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code §§ 6103, 27383
Recording Requested By
and When Recorded Return to:

CITY CLERK
CITY OF EL SEGUNDO
350 MAIN STREET
EL SEGUNDO, CA 90245

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND

W9/SEP REAL ESTATE LIMITED PARTNERSHIP

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made this 20th day of March, 2001, by and between the CITY OF EL SEGUNDO, a City in the State of California ("City"), and W9/SEP REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership (the "Developer"). In consideration of the mutual covenants and agreements contained in this Agreement, the City and Developer agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which are acknowledged as true and correct by the parties:

   A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 to enter into binding agreements with persons or entities having legal or equitable interests in real property for the development of such property in order to establish certainty in the development process.

   B. The Developer is the owner of certain real property, located at the southeast corner of Sepulveda Boulevard and Walnut Avenue (the "Site"), commonly known as 888 N. Sepulveda Boulevard, 892 N. Sepulveda Boulevard, and 898 N. Sepulveda Boulevard (collectively, the "Site"). Currently, 898 N. Sepulveda Boulevard is improved with an eight (8) -story, eighty-five thousand (85,000) square foot office building, which Developer recently caused to be remodeled and retrofitted. 898 N. Sepulveda Boulevard is hereinafter referred to as "Parcel 1" and is legally described on Exhibit "A-1" attached hereto. Currently, 888 N. Sepulveda Boulevard is improved with a twelve (12) -story, one hundred forty thousand (140,000) square foot office building, which has been vacant for approximately ten (10) years, contains asbestos and requires expensive retrofitting. Located on 892 N. Sepulveda Boulevard is a six (6) -story parking structure, providing required parking for the buildings located on Parcel 1 and Parcel 2, and for a separate airport parking business operated by a Developer known as "Airport 105 Parking." 888 N. Sepulveda Boulevard and 892 N. Sepulveda are collectively referred to and herein as "Parcel 2", and are legally described on Exhibit "A-2" attached hereto.

   C. The Parties desire to enter into this Agreement in conformance with the Government Code and the City of El Segundo Municipal Code in order to achieve the development of the Site as expressly provided under the terms of this Agreement.

   D. The Developer proposes to demolish the existing twelve (12)-story office building, and construct a six (6)-story office building consisting of a maximum of one hundred twenty thousand six hundred and ten square feet with a Floor Area Ratio ("FAR") of 1.086. Parking for the new six (6)-story building would be provided by the existing parking structure located on Parcel 2, with an additional seventeen (17) surface parking stalls (the "Development Project"). The Development Project is hereinafter sometimes referred to as the "Project." All parking required for Parcel 1 shall be provided on Parcel 2.

   E. The City desires to obtain the binding agreement of the Developer for the development of the Site in accordance with the provisions of this Agreement.

   F. The Developer desires to obtain the binding agreement of the City to permit the Developer to develop the Project in accordance with the "Applicable Rules" (as
hereinafter defined), as modified by this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and restrictions imposed upon the development of the Property pursuant to the Project approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.

G. Developer has applied to the City in accordance with applicable procedures for approval of this mutually binding Agreement. The Planning Commission and City Council of the City have given notice of intention to consider this Agreement and, have conducted public hearings thereon pursuant to the Government Code.

H. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of El Segundo and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the welfare of the region.

I. This Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to delay, postpone, preclude or regulate development of the Project on the Site except as provided for herein.

J. This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project, and generally serves the public interest within the City of El Segundo and the surrounding region.

K. The City is entering into this Agreement in part because it anticipates that the Project, once completed, will replace an obsolete structure which has been vacant for approximately ten (10) years with an attractive structure acting as a gateway and landmark for the northern portion of the City. The development of the Project will eliminate an obsolete building in the City in the form of the currently vacant twelve (12)-story structure, and the removal of asbestos from the vacant twelve (12)-story structure.

2. Definitions. In this Agreement, unless the context otherwise requires:

(a) "Applicable Rules" means: (i) statutes, ordinances, the rules, regulations, and official policies of the City in force as of the "Effective Date" (as hereinafter defined) governing zoning, development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project as modified by Section 6(f) of this Agreement; and (ii) the mitigation measures adopted by the City and the conditions imposed by this Agreement and the Project's Discretionary Approvals.

(b) "Discretionary Actions; Discretionary Approvals" are actions which require the exercise of judgment or a decision, and which contemplate and authorize the imposition of revisions or conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.
(c) "Effective Date" shall be the date the applications for Discretionary Approvals were approved by City Council.

(d) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted, operative after the Effective Date of this Agreement which, other than as provided for in this Agreement, would govern the zoning, development, density, permitted uses, growth management, environmental considerations, and design criteria applicable to the Project and Site. The parties intend the development of the Project and the Site to be subject to Subsequent Applicable Rules only to the extent specified in paragraph (a) of Section 8 of this Agreement.

(e) "Zoning Ordinance" is the Zoning Ordinance for the City of El Segundo contained in the El Segundo Municipal Code, as it exists on the Effective Date.

3. **Interest of Developer.** The Developer represents to the City that, as of the Effective Date, it owns the Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

4. **Binding Effect.** This Agreement, and all of the terms and conditions of this Agreement, shall run with the land comprising the Site and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest.

5. **Negation of Agency.** The Parties acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers, partners or employer/employee.

6. **Development of the Property.** The following specific restrictions shall govern the use and development of the Project as described herein and in Exhibit "B", and without the need for any additional Discretionary Actions:

   (a) **Permitted Uses of the Property.** Nothing set forth in this Agreement shall be deemed to require Developer to complete the Project; however, the City and the Developer agree that the permitted, conditional and permitted uses of the Property shall be as provided in the Applicable Rules, as modified by subsection (f) herein below;

   (b) **Density and Intensity of Use.** The City and Developer agree that the maximum densities and intensities for the permitted use of the Project shall be as set forth in this Agreement and the Discretionary Approvals.

   (c) **Maximum Height and Size of Proposed Building.** The City and Developer agree that the maximum height and size of the building proposed for the Project shall be as set forth in this Agreement.

   (d) **Development Standards.** All design and development standards applicable to the development of the Project shall be in accordance with the Applicable Rules, as modified by subsection (f) herein below, the conditions of the Discretionary Approvals as adopted,
amended or modified in the future by mutual consent. The sole exactions, conditions, and mitigation measures to be required for the Project shall be those contained in the Applicable Rules, the conditions imposed by the Project's Discretionary Approvals, and this Agreement.

(e) Adherence to Building Code. All construction on the Property shall adhere to the California Building Code, including the Fire Resistive Design Manual, the National Electrical Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Code for Building Conservation and the Uniform Administrative Code in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "the Building Codes").

(f) Exceptions to Development Standards. The Developer shall be permitted to design and construct the Project with the following exceptions to the current Zoning Ordinance Development Standards, as may reasonably be required to carry out the Project, including, without limitation, the following:

(i) In connection with Development Project, the existing "Administrative Use Permit" (EA No.356, and AUP No. 94-6), for Developer's currently existing "Park and Ride" business shall be permanently revoked and the use shall be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding occupancy of a building management/leasing office which shall not trigger such revocation;

(ii) Two (2) loading spaces with a width of thirteen (13) feet and a depth of thirty (30) feet shall be required to serve Parcel 2 instead of the three (3) loading spaces with a width of thirteen (13) feet and depth of fifty (50) feet as required by Section 20.54.060 of the City's Zoning Ordinance.

7. Acknowledgments, Agreements and Assurances on the Part of the Developer. The parties acknowledge and agree that Developer's faithful performance in developing the Project on the Site, pursuant to the terms of this Agreement and in constructing and installing public improvements, making payments and complying with the Applicable Rules will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from Developer's assurances and faithful performance thereof and that same is in balance with the benefits conferred by the City on the Project and the Developer by this Agreement. In consideration of the foregoing and the City's assurances set out in Section 8 below, Developer makes the covenants set forth in this Agreement.

8. Acknowledgments, Agreements and Assurances on the Part of the City. In order to effectuate the provisions of this Agreement, and in consideration for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 7 of this Agreement, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project within the Site, subject to the terms and conditions of this Agreement, the conditions of the Project Approvals and the Applicable Rules, as modified by this Agreement. Therefore, the City hereby agrees and acknowledges that:
(a) **Entitlement to Develop.** The Developer is hereby granted the vested right to develop the Project on the Site to the extent and in the manner provided in this Agreement, subject to the Applicable Rules, as modified by this Agreement, and, should the City make the findings set forth below in this subparagraph (a), any "Subsequent Applicable Rules". Any change in the Applicable Rules, including, without limitation, any change in the General Plan, any applicable Specific Plan, Zoning Ordinance, growth management regulations, design standards or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, shall not be applied by the City to the Project on the Site. Subsequent Applicable Rules can be applied to the Site by the City only if, after public hearing, (1) the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) it is applied consistently and evenly to all other similar developments in the City. Subsequent Applicable Rules with regard to increases in existing permit fees imposed by the City (i.e., fees intended to cover the City's processing costs) and not otherwise restricted by the terms of this Agreement, may, notwithstanding the above, be imposed on Developer.

In the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

(b) **Subsequent Discretionary Actions.** With respect to any Discretionary Action or Discretionary Approval that is, or may be required subsequent to the execution of this Agreement, the City agrees that it will not unreasonably withhold from Developer or unreasonably condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed unless the City determines that (1) the failure to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner and (2) such condition is applied consistently and evenly to all other similar developments in the City. Moreover, in the event that a state or federal law or regulation is enacted after this Agreement has been entered into, which would prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal law or regulation.

9. **Vesting of Development Rights.** In Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer shall have the right, without obligation, except as otherwise specifically set forth herein, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the term of this Agreement. In furtherance of the City's and Developer's intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of
development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Site. However, nothing in this section shall be construed to limit City's right to enforce Developer's obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

10. Benefits to the City. The City will benefit from the elimination of the existing obsolete building as a result of the demolition of the existing, vacant twelve (12) -story building located on the Site, the abatement of asbestos located in such vacant building, and the development of a new, image enhancing development project within the northern portion of the City. The City will benefit from increased sales taxes derived from retail sales to occupants of the Project. Further, the Developer agrees to contribute to the City the sum of One-Hundred Fifty Thousand Dollars ($150,000) for the cost of landscaping, median, visual, and other improvements to Sepulveda Boulevard in the vicinity of the Site. The City shall, at its sole discretion determine which improvements the Developer's contribution shall be used for. The payment shall be made prior to the City's issuance of a Certificate of Occupancy for the first tenant improvement associated with the Development Project, excluding a building/management and leasing office which shall not trigger the contribution obligation. Any such work shall be performed by the City.

11. Cooperation and Implementation. The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory performance by Developer of all required preliminary conditions, actions and payments, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project or Site in accordance with the terms of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this agreement.

12. Review of Compliance.

(a) Periodic Review. The City Manager of the City shall review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedures and standards set forth in this Agreement and the El Segundo Municipal Code in order to ascertain compliance by the Developer with the terms of this Agreement.

(b) Special Review. The City Council of the City may order a special review of compliance with this Agreement at any time but not to exceed twice per year. The Director of Planning and Building Safety or the City Council, as determined by the City Council, shall conduct such special reviews.

(c) Procedure. During either a periodic review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The parties acknowledge that failure by the Developer to demonstrate good faith compliance shall constitute grounds for termination or modification of this Agreement in accordance with Government Code § 65865.1.

(a) Default. Either party to this Agreement shall be deemed to have breached this Agreement if it materially breaches any of the provisions of the Agreement and the same is not cured within the time set forth in a written notice of violation from the non-breaching party to the breaching party, which period of time shall not be less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching party cannot reasonably cure a non-monetary breach within the time set forth in the notice, then the breaching party shall not be in default if it commences to cure the breach within such time limit and diligently effects such cure thereafter. If the City determines to proceed with termination of this Agreement, the City shall give written notice to the Developer of its intention to terminate this Agreement and comply with the notice and public hearing requirements of Government Code Sections 65867 and 65868. At the time and place set forth in the hearing on termination, the Developer shall be given an opportunity to be heard. If the City Council finds based upon the evidence that the Developer is in breach of the Agreement, the Council may modify or terminate this Agreement.

(b) Content of Notice of Violation. Every notice of violation shall state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. The notice shall be deemed given on the date that it is personally delivered or on the date that is three (3) business days after it is deposited in the United States mail, in accordance with Section 21 hereof.

(c) Remedies for Breach. The Parties agree that remedies for breach of the Agreement shall be limited to the remedies expressly set forth in this subsection. The remedies for breach of the Agreement by City or Developer shall be limited to injunctive relief and/or specific performance except in the event of a monetary default by Developer the City shall be entitled to seek any remedy available to it at law or in equity.

14. Mortgagee Protection. At the same time that City gives notice to the Developer of a breach, City shall send a copy of the notice to each holder of record of any deed of trust on the portion of the Site in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section 14. The copies shall be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and shall be deemed received upon the third (3rd) day after deposit. Each Financier that has given prior notice to City pursuant to this Section shall have the right, at its option and insofar as the rights of City are concerned, to cure any such breach within sixty (60) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier shall have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within sixty (60) days after receipt of the notice for City and thereafter diligently prosecutes the same to completion. City shall not commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein. Notwithstanding any cure by Financier, this Agreement shall be binding and effective against the Financier and every owner of the Site, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.
15. **Estoppel Certificate.** At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to the Developer requesting that such party certify in writing that, to the knowledge of the certified party (i) this Agreement is in full force and effect and a binding obligation of the parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting party is not in breach of this Agreement, or if in breach, a description of each such breach. The party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. City acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Site in which that Developer has a legal interest.

16. **Modification Amendment or Cancellation.** Subject to the notice and hearing requirements of Section 65867 of the Government Code, this Agreement may be modified or amended from time to time by mutual consent of the parties or their successors in interest in accordance with the provisions of the El Segundo Code and Section 65868 of the Government Code.

17. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date and shall remain in effect for a term of ten (10) years, unless said term is terminated, modified, or extended by circumstance set forth in this Agreement or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, such termination shall not automatically affect any right of the City or Developer arising from City approvals on the Project prior to the expiration of the term or arising from the duties of the parties as prescribed in this Agreement.

18. **Administration of Agreement and Resolution of Disputes.** All decisions by the City staff concerning the interpretation and, administration of this Agreement and the Project which is the subject hereof are appealable to the City Council and all like decisions by the City Council shall be final. However, decisions of the City Council shall also be subject to judicial review pursuant to Code of Civil Procedure Section 1094.5. so long as such action is filed in a court of competent jurisdiction not later than ninety (90) days following the date on which the City's decision becomes final pursuant to Code of Civil Procedure Section 1094.6.

19. **Notices.** All notices under this Agreement shall be in writing and shall be effective when personally delivered or upon the third (3rd) day after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to City: 
City of El Segundo  
350 Main Street  
El Segundo, California 90245  
Attn: Director of Community, Economic and Development Services

With a copy to: 
Burke, Williams & Sorensen  
611 West Sixth Street, 25th Floor
Los Angeles, California 90017  
Attn: Mark Hensley

If to Developer: Legacy Partners Commercial, Inc.  
30 Executive Park, Suite 100  
Irvine, California 92614-6741  
Attention: Mr. Michael Morris

With a copy to: Allen Matkins Leck Gamble & Mallory LLP  
1900 Main Street, 5th Floor  
Irvine, California 92614-7321  
Attention: R. Michael Joyce, Esq.

Any party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above.

20. **Severability and Termination.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

21. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

22. **Force Majeure.** In the event of changed conditions, changes in local, state or federal laws or regulations, floods, delays due to strikes, inability to obtain materials, civil commotion, fire, acts of God, or other circumstances which substantially interfere with carrying out the Project, as approved by the City, or with the ability of either party to perform its obligations under this Agreement, and which are not due to actions of Developer and are beyond its reasonable control, the parties agree to bargain in good faith to modify such obligations to achieve the goals and preserve the original intent of this Agreement.

23. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the party against whom enforcement of the waiver is sought.

24. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein.

25. **Relationship of the Parties.** Each party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Party in any respect. Nothing contained herein or in any document executed in
connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

26. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Project Approvals or the Subsequent Approvals, the provisions of this Agreement shall prevail over the Project Approvals.

27. **Constructive Notice and Acceptance.** Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest in the Project Site.

28. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

29. **Attorney's Fees.** In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

30. **Incorporation of Exhibits.** The following Exhibits are part of this Agreement and each of which are incorporated herein by this reference:

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<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>A-1</td>
<td>Legal Description of Parcel 1</td>
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<tr>
<td>A-2</td>
<td>Legal Description of Parcel 2</td>
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<tr>
<td>B</td>
<td>Description of the Projects</td>
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<tr>
<td>C</td>
<td>Form of Assignment and Assumption</td>
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31. **Entire Agreement; Conflicts.** This Agreement represents the entire agreement of the parties. Should any or all of the provisions of this Agreement be found to be in conflict with any provision or provisions found in the Project Approvals, Applicable Rules, or Subsequent Applicable Rules, then the provision(s) of this Agreement shall prevail.

32. **Release Upon Transfer.** Upon the sale or transfer of the Developer's interest in any portion of the Property, except as otherwise provided herein, Developer shall be released from its obligations with respect to the portion so sold or transferred subsequent to the effective date of the sale or transfer and the City's sole remedy shall be against the assignee or its successor or assign, provided that (i) Developer is not in breach of this Agreement at the time of
the sale or transfer and (ii) prior to the sale or transfer, Developer delivers to City a written
assignment and assumption agreement in the form attached hereto as Exhibit "C", duly
executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser
or transferee expressly assumes the obligations of Developer under this Agreement with respect
to the sold or transferred portion of the Property. Failure to provide a written assumption
agreement hereunder shall not negate, modify or otherwise affect the liability of the purchaser or
transferee pursuant to this Agreement. Nothing contained herein shall be deemed to grant to City
discretion to approve or deny any such sale or transfer.

33. Hold Harmless. The Developer hereby agrees to and shall defend, protect, save
and hold the City and its elected and appointed boards, commissions, officers, agents and
employees harmless from any and all claims, costs, losses, fines, penalties, demands, injuries,
judgments and/or liabilities for any damages arising out of, or resulting from, the City's approval
of this Agreement or either party's performance pursuant to this Agreement; provided, however,
that the Developer shall not be required to indemnify the City from its negligence or willful
misconduct; and further provided that the Developer may elect to legally challenge the City's
implementation or interpretation of this Agreement.

34. Joint Preparation. This Agreement shall be deemed to have been prepared jointly
and equally by the Parties, and it shall not be construed against any party on the ground that the
Party prepared the Agreement or caused it to be prepared.

35. Governing Law and Venue. This Agreement is made, entered into, and executed
in the County of Los Angeles, California, and the laws of the State of California shall govern its
interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this
Agreement shall be filed in the appropriate court having jurisdiction in the County of Los
Angeles.

36. Counterparts. This Agreement may be executed in multiple counterparts, each of
which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have each executed this Agreement of the date
first written above.

CITY OF EL SEGUNDO

By: [Signature]

Mike Gordon, Mayor

ATTEST

[Signature]

Cindy Mortensen, City Clerk
Approved as to form:

Mark D. Hensley, City Attorney

W9/SEP REAL ESTATE LIMITED
PARTNERSHIP, a Delaware limited partnership

By: W9/SEP Gen-Par Inc., a Delaware corporation,
General Partner

By: 
Name: Barry D. Raimondo
Its: Vice President

EXHIBITS

Exhibit A-1 - Legal Description of Parcel 1
Exhibit A-2 - Legal Description of Parcel 2
Exhibit B - Description of Project
Exhibit C - Assignment and Assumption
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On April 15, 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Mike Gordon and Cindy Mortensen known to me to be the persons who executed the within instrument as Mayor and City Clerk, respectively, of the CITY OF EL SEGUNDO, the public agency therein named, and acknowledged to me that such Commission executed the within instrument pursuant to its bylaws or a resolution of its members.

WITNESS my hand and official seal.

LINDA CATHY DOMANN
Commission #1276205
Notary Public - California
Los Angeles County
My Comm. Expires Sept 9, 2004

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On April 5, 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared known to me to be the President of and known to me to be the Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of W/L SEPA Real Estate Limited Partnership, the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

JULIE JOHNSTON
Commission # 1218890
Notary Public - California
Orange County
EXHIBIT A-1

Legal Description of Parcel 1 (898 North Sepulveda Boulevard)

Parcel 1 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Map in the Office of the County Recorder of said County.
EXHIBIT A-2

Legal Description of Parcel 2
(888 North Sepulveda Boulevard and 892 North Sepulveda Boulevard)

Parcel 2 of Parcel Map No. 11008, in the City of El Segundo, County of Los Angeles, State of California, as shown on the Map filed in Book 123, Page 1 of Parcel Maps, in the Office of the County Recorder of said County.
EXHIBIT "B"

Description of Project

The Project consists of the demolition of the existing 12-story office building, and the development of a 6-story office building consisting of a maximum of 120,610 net square feet, with a floor area ratio of 1.086, with parking provided by the existing parking structure located on Parcel 2, with an additional 17 surface parking stalls. The existing "Park and Ride" business would be permanently revoked and the use would be discontinued upon the issuance of a Certificate of Occupancy for the first tenant improvement associated with the Project, provided that the occupancy of a building management/leasing office shall not trigger such revocation.
EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption is entered into as of this ___ day of ______, 2001, by and between W9/SEP Real Estate Limited Partnership ("Assignor") and ______________ ("Assignee") with respect to the following facts:

RECITALS:

A. Assignor is the "Developer" with respect to that certain Development Agreement dated __________, (the "Development Agreement") by and between Assignor and the City of El Segundo, a city in the State of California ("City").

B. The Development Agreement pertains to that certain real property located in the City consisting of 888, 892 and 898 North Sepulveda Boulevard (collectively, the "Site").

C. By this Assignment and Assumption, Assignor desires to assign all its right, title and interest in and to the Development Agreement to Assignee and Assignee desires to assume all of Developer's interest and obligations with respect to the Development Agreement.

NOW, THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Development Agreement. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to the Development Agreement and Assignee hereby accepts such assignment.

2. As-Is; Non-Recourse. Assignee hereby acknowledges and represents that Assignee has had a full and complete opportunity to evaluate the Development Agreement and the Site. Assignee acknowledges and represents that Assignee accepts the assignment of Assignor's interest in the Development Agreement on an "AS IS" basis, without any recourse to Assignor, and without any representation or warranty of any kind with respect to the terms and conditions of the Development Agreement and/or the obligations of "Developer" under the Development Agreement.

3. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all the terms, conditions, covenants and obligations imposed upon or assumed by Assignor under the Development Agreement.

4. Miscellaneous.

(a) Notices. All notices or other communications provided for or permitted hereunder shall be made in writing by hand-delivery, or pre-paid first-class mail:
If to Assignor: W9/SEP Real Estate Limited Partnership

If to Assignee:

ALL SUCH NOTICES AND COMMUNICATIONS SHALL BE DEEMED TO HAVE BEEN DULY GIVEN: WHEN DELIVERED BY HAND, IF PERSONALLY DELIVERED; AND TWO BUSINESS DAYS AFTER BEING DEPOSITED IN THE MAIL, POSTAGE PRE-PAID, IF MAILED AS AFORESAID. ANY PARTY MAY FROM TIME TO TIME, BY WRITTEN NOTICE TO THE OTHER, DESIGNATE A DIFFERENT ADDRESS WHICH SHALL BE SUBSTITUTED FOR THAT SPECIFIED ABOVE.

(b) Captions and Headings. The captions and headings in this Assignment for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(c) Time of Essence. Except as otherwise provided herein, time is of the essence with respect to all provisions of this Assignment in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefit of any grace period provided for in this Assignment.

(d) Interpretation and Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California applicable to agreements made and to be performed within the state. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the purpose of the parties and this Assignment. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Assignment against the party that has drafted it is not applicable and is waived.

(e) Waiver of Jury Trial. The parties hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by a party hereto or its successors and assigns on any matter whatsoever arising out of, or in any way connected with, this Assignment, the relationship of the parties hereto, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

(f) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all other rights and privileges shall be enforceable to the fullest extent permitted by law.

(g) Attorneys' Fees. In any action or proceeding brought to enforce or interpret any provision of this Assignment, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover actual attorneys' fees and all other litigation costs including without limitation costs awardable pursuant to California Code of Civil
Procedure Section 1033.5 and amounts payable to expert witnesses ("Costs") in addition to any other available remedy. In addition to the fees and Costs recoverable under the preceding sentence, the parties agree that the prevailing party shall be entitled to recover actual attorneys' fees and Costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

(h) Entire Agreement. This Assignment is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Assignment supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to such subject matter and there are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein.

(i) Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(j) Amendments. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally or in writing, except that any term of this Assignment may be amended by a writing signed by the parties, and the observance of any such term may be waived (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted.

(k) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(l) No Third Party Beneficiaries. Nothing expressed or mentioned in this Assignment is intended or shall be construed to give any person, other than the parties hereto and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Assignment or any provisions herein contained, this Assignment and any conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and for the benefit of no other person.

(m) Counterparts. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Facsimile. This Assignment may be executed by a party's signature transmitted by facsimile ("fax"), and copies of this Assignment executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with
original signatures. All parties hereto may rely upon faxed signatures as if such signatures were
originals. Any party executing and delivering this Assignment by fax shall promptly thereafter
deliver a counterpart signature page of this Assignment containing said party's original signature.
All parties hereto agree that a faxed signature page may be introduced into evidence in any
proceeding arising out of or related to this Assignment as if it were an original signature page.

"ASSIGNOR"

W9/SEP Real Estate Limited Partnership

By: W9/SEP Gen-Par Inc., a Delaware
corporation, General Partner

By:
Name:
 Its:

"ASSIGNEE"
I. BACKGROUND

1. Project Title: Development Agreement No. 00-2 and General Plan Amendment No. 00-2 for replacement of building with new office building.

2. Lead Agency Name and Address: City of El Segundo, 350 Main Street, El Segundo, CA 90245

3. Contact Person and Phone Number: Paul Garry, Senior Planner, (310) 524-2342

4. Project Location: 888 North Sepulveda Boulevard

5. Project Sponsor's Name and Address: W9/SEP Real Estate Limited Partnership
   Legacy Partners Commercial, Inc.
   30 Executive Park, Suite 100
   Irvine, CA 92614-6741
   Attn: Edwin Sundareson, Project Manager

6. General Plan Designation: Corporate Office

7. Zoning: Corporate Office (CO)

8. Description of Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)

   The project applicant is proposing to demolish the existing 12-story, 140,000 square foot vacant office building and construct a 6-story, approximately 120,610 net square foot office building at 888 North Sepulveda Boulevard. The proposed office building would be a Class A office building designed to increase the employment base of the City of El Segundo, which would likely draw tenants and employees from throughout the region. The fit and finish of the building would be similar to the recently renovated 898 North Sepulveda Boulevard office building located immediately north of the proposed project site. The applicant intends to use aqua blue green glass for the new 888 North Sepulveda Boulevard building and champagne-colored canopy and mullion system, along with colored concrete and limestone composite material at the base of the building, all of which would be similar to the adjacent office building. Parking for the facility would be provided within the existing 6-story parking structure located at 892 North Sepulveda Boulevard, adjacent to the proposed office building. A total of 835 parking spaces, or approximately 4.0 spaces per 1,000 square feet, would be provided within this structure. This
total would exceed the City requirement of 576 total parking spaces for the proposed new office building as well as the recently renovated office building at 898 North Sepulveda Boulevard which is also served by this parking structure. The facility will also provide two loading dock spaces of 13 feet by 30 feet at the rear of the building which is an exception to the loading dock requirements of three loading docks with dimensions of 13 feet by 50 feet. Because the existing General Plan land use designation, which applies to the proposed project site, would only allow construction of an 88,000 square foot building, an amendment to the General Plan to permit the additional building square footage which is sought by the applicant, is also being requested. This amendment would apply to this specific project site.

9. **Surrounding Land Uses and Setting:** *(Briefly describe the project’s surroundings)*

The proposed project site is currently developed with a 140,000 square foot, 12-story vacant office building, built in 1969, commonly known as 888 North Sepulveda Boulevard. The proposed project site also includes an 817 space, 6-story parking structure adjacent to the existing 888 North Sepulveda Boulevard building (see Photo 2). An 8-story, 89,000 square foot building, commonly known as 898 North Sepulveda Boulevard is located on the adjacent parcel to the north of the 888 North Sepulveda Boulevard building. This building was built in 1979 and has recently undergone a $7.2 million dollar renovation by the proposed project applicant. As the 898 North Sepulveda Boulevard building is owned by the project applicant, it is considered an integral part of this project, as the design of the proposed 888 North Sepulveda Boulevard office building will relate and match with the recently remodeled building.

The 888 North Sepulveda Boulevard building currently contains asbestos-containing materials, requires structural reinforcement to meet current seismic building code requirements, and has obsolete building systems (plumbing, electrical, mechanical, and elevators). The existing parking structure would provide parking to serve the proposed office use at 888 North Sepulveda Boulevard, as well as the recently renovated 898 North Sepulveda Boulevard building. The proposed office site is covered virtually in its entirety with buildings and paved surfaces and generally slopes toward the southeast corner of the property. The site is sparsely landscaped, with no significant trees or other landscaping on the site. There are no items of cultural, historical or scenic significance or aspects on the site.

The proposed project site is generally surrounded by commercial and industrial uses. The areas located to the south, east and north of the proposed project site is composed of low-rise industrial buildings with minimal landscaping. Most of the buildings are from the 1950’s and 1960’s and have undergone minimal improvements visually from the outside. Directly across the street on Sepulveda Boulevard is a Bank of America, and an older brick medical office building. Farther west of the Bank of America on Walnut Avenue, is a newer 6-story, 118,532 square foot office building called E.Tech Center. Diagonally opposite from the site at the northwest corner of Walnut and Sepulveda Boulevard are two older office towers and a parking structure. One of the towers is currently occupied by Boeing Satellite Systems, while the other building was built in the 1960’s and is undergoing renovations. There are no items of cultural, historical or scenic significance in the surrounding area. There is also no evidence of animal life since all the land is either developed or paved.

9. **Other Public Agencies Whose Approval is Required** *(e.g., permits, financing approval, or participation agreement):*

None.
II. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below (X) would be potentially affected by this project, involving at least one impact that is a Potentially Significant Impact as indicated by the checklist on the following pages.

<table>
<thead>
<tr>
<th>Aesthetics</th>
<th>X</th>
<th>Hazards &amp; Hazardous Materials</th>
<th>Public Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Resources</td>
<td></td>
<td>Hydrology/Water Quality</td>
<td>Recreation</td>
</tr>
<tr>
<td>Air Quality</td>
<td></td>
<td>Land Use/Planning</td>
<td>X</td>
</tr>
<tr>
<td>Biological Resources</td>
<td></td>
<td>Mineral Resources</td>
<td>Utilities/Service Systems</td>
</tr>
<tr>
<td>Cultural Resources</td>
<td>X</td>
<td>Noise</td>
<td>Mandatory Findings of Significance</td>
</tr>
<tr>
<td>Geology/Soils</td>
<td></td>
<td>Population/Housing</td>
<td></td>
</tr>
</tbody>
</table>

III. DETERMINATION:

On the basis of this Initial Study of Environmental Impact, the Planning Commission of the City of El Segundo finds the following:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

James M. Hansen
Director of Community, Economic and Development Services; and,
Secretary of the Planning Commission
City of El Segundo

February 12, 2001
Date
IV. EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources that a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.
## Issues and Supporting Information

<table>
<thead>
<tr>
<th>Potential Significant Impact</th>
<th>Less than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

### 1. AESTHETICS. Would the project:

- **a)** Have a substantial adverse effect on a scenic vista?
- **b)** Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?
- **c)** Substantially degrade the existing visual character or quality of the site and its surroundings?
- **d)** Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

X

A project-related significant adverse effect could occur if the project were to introduce incompatible visual elements within a field of view containing a scenic vista. However, the proposed project site is located in a developed commercial area within the City of El Segundo. No scenic vistas currently exist in this area. No impacts related to scenic vistas would occur.

A project-related significant adverse effect could occur if the project were to introduce incompatible visual elements on the project site or visual elements which would be incompatible with the character of the area surrounding the project site. The proposed replace the existing 12-story vacant office building with a 6-story office building. The exterior of the existing building would be upgraded and designed to be compatible with the adjacent 898 North Sepulveda Boulevard building. The appearance of the existing parking structure would not change under the proposed project. The proposed project would be located in an area of the City of El Segundo characterized by similar, predominantly commercial, land uses, along with similar building height and mass. The proposed project would be visually compatible with the appearance of the commercial corridor located along Sepulveda Boulevard. No impacts related to visual compatibility would occur.

A project-related significant adverse effect could occur if the project were to introduce new sources of light or glare on the project site which would be incompatible with the areas surrounding the project site or which would pose a safety hazard to motorists utilizing adjacent streets. The existing vacant office building would be demolished and replaced with a 6-story building, which would include new sources of light. Thus, the proposed project could incrementally increase lighting levels within the project site. However, as a major commercial corridor in this area of El Segundo, existing ambient lighting levels along Sepulveda Boulevard are already relatively high. Thus any increase in lighting, which may occur under the proposed project, would not likely be perceptible. In addition, although traffic levels would increase somewhat under the proposed project, increased light generation from headlights would likely not be perceptible because of existing high traffic volumes on Sepulveda Boulevard. Under the proposed project, existing levels of light and glare generation would not be expected to change substantially from current conditions. No new hazards from lighting or glare would be introduced. Impacts would be less than significant.

No mitigation is required.

### 2. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?

- **a)** Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?
- **b)** Conflict with existing zoning for agricultural use, or a Williamson Act contract?

X

X
### Issues and Supporting Information

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

A significant impact may occur if the proposed project were to result in the conversion of state-designated agricultural land from agricultural use to another non-agricultural use. The California Department of Conservation, Division of Land Protection, lists Prime Farmland, Unique Farmland, and Farmland of Statewide Importance under the general category of “Important Farmland.” The Extent of Important Farmland Map Coverage maintained by the Division of Land Protection indicates that the project site is not included in the Important Farmland category.¹ The proposed project site has been developed for its current office uses since 1966. The project site is located in a developed commercial corridor in the City of El Segundo and does not include any state-designated agricultural lands. No impact on farmland or agricultural resources would occur. The proposed project is located in the Corporate Office (CO) Zone. Therefore, it will not convert any farmland or otherwise affect any farmland. There is no Williamson Act contracted land in the City of El Segundo.

### 3. AIR QUALITY:
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

| a) Conflict with or obstruct implementation of the applicable air quality plan? | X |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation. | X |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | X |
| d) Expose sensitive receptors to substantial pollutant concentrations? | X |
| e) Create objectionable odors affecting a substantial number of people? | X |

A significant impact may occur if the project is not consistent with the applicable Air Quality Management Plan (AQMP) or would in some way represent a substantial hindrance to employing the policies or obtaining the goals of that plan. The City of El Segundo is located on the western edge of the South Coast Air Basin (Basin), within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). SCAQMD has adopted criteria for consistency with regional plans and the regional AQMP in its CEQA Air Quality Handbook (Handbook). These include: 1) identifying whether the project would increase frequency or severity of existing air quality violations or cause or contribute to new air quality violations, and 2) identifying whether the project would exceed the assumptions utilized in preparing the AQMP. A significant impact may occur if a project is inconsistent with the growth assumptions upon which the regional AQMP was based. The most current version of the AQMP was adopted in 1997 and was based upon population, housing and employment growth projections adopted by the Southern California Association of Governments (SCAG).

The proposed project consists of approximately 120,610 square feet of office space. The proposed project site would result in employment growth within a plan-designated corporate office area (see Section 12). The SCAG projections for the City of El Segundo are based upon adopted City plans, and the proposed project is consistent with adopted City plans. Therefore, the project-generated employment would be within SCAG and AQMP growth projections for the area. The proposed project thus would not be in conflict with nor would it obstruct implementation of the 1997 AQMP. The project would have a less than significant impact with regard to air quality plans.

A significant effect related to air quality could occur if the proposed project were to generate air emissions during construction or operations that could affect sensitive receptors. The South Coast Air Quality Management District (SCAQMD), in its CEQA Air Quality Handbook (SCAQMD Handbook), has established screening thresholds for determining whether a project has the potential to result in significant air quality impacts. According to Table 6-2 of the SCAQMD Handbook, a potentially significant air quality impact may occur if an office project is larger than 139,222 square feet. Since the proposed project would include an office building which would total approximately 120,610 square feet, no significant air quality impacts related to operation of the proposed project would occur. According to Table 6-3 of the SCAQMD Handbook, a potentially significant construction air quality impact could occur if an office project is larger than 559,000 square feet or if demolition exceeded 23,214,000 cubic feet. Demolition volume associated with removal of the existing building would total approximately 1,750,000 cubic feet. Since the proposed project would be smaller than these thresholds, no significant impacts related to construction air quality would occur. Air quality impacts of the proposed project would be below SCAQMD significance thresholds and would be less than significant.

A significant impact related to air movement, moisture, or temperature, or climatic change would occur only if the proposed project were of sufficient size, and included activities or processes that resulted in temperature or humidity changes, that could potentially result in the creation of a "micro-climate" that would have the potential to result in larger scale climatic changes. The proposed project consists of urban development that does not include activities or processes that would have the potential to produce such effects. No impact would occur.

A project-related significant adverse effect could occur if construction or operation of the project would result in generation of odors, which would be perceptible in adjacent sensitive areas. The proposed project would consist of urban development that does not include activities or processes that would generate substantial odors. Moreover, no sensitive uses are presently located adjacent to the existing use. No impact would occur.

The following mitigation measures would minimize the effects of air emissions which could be associated with the proposed project:

MM-1 The applicant shall implement Transportation Demand Management (TDM) programs and adopt Transportation System Management (TSM) plans and provide incentives for the provision of transit support facilities in accordance with SCAQMD and City regulations.

4. BIOLOGICAL RESOURCES. Would the project:
### Issues and Supporting Information

<table>
<thead>
<tr>
<th>a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?</th>
<th></th>
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<tr>
<td>b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?</td>
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<tr>
<td>c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</td>
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<tr>
<td>d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?</td>
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<tr>
<td>e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</td>
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<tr>
<td>f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?</td>
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</table>

A significant impact would occur where the proposed project would remove or modify habitat for any species identified or designated as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the state or federal regulatory agencies cited. The proposed project site is located in an area, which has been previously disturbed through its construction as a parking structure and as an office building, and is also within the urbanized area of El Segundo. No riparian or other sensitive habitat areas are presently located on or adjacent to the project site. Implementation of the proposed project would not result in any adverse impacts to endangered, threatened, or rare species or their habitats. No impact would occur.

A significant impact would occur where the proposed project would remove or modify habitat for any species identified or designated as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the state or federal regulatory agencies cited. The proposed project site is located in an area, which has been previously disturbed through its construction as a parking structure and as an office building, and is also within the urbanized area of El Segundo. No riparian or other sensitive habitat areas are presently located on or adjacent to the project site. No locally designated species are found on the proposed project site. Implementation of the proposed project would not result in any adverse impacts to locally designated species. No impact would occur.

A significant impact would occur where riparian habitat or any other sensitive natural community identified locally, regionally, or by the state and federal regulatory agencies cited were to be adversely modified without adequate mitigation. The proposed project site is located in an area, which has been previously disturbed through its construction as a parking structure and as an office building, and is also within the urbanized area of El Segundo. No riparian or other sensitive habitat areas are presently located on or adjacent to the project site. No locally designated species are found on the proposed project site. Implementation of the proposed project would not result in any adverse impacts to locally designated natural communities. No impact would occur.

A significant impact would occur where federally protected wetlands as defined by Section 404 of the Clean Water Act would be modified or removed without adequate mitigation. The proposed project site is located in an area, which has been previously disturbed through its construction as a parking structure and as an office building, and is also within the heavily urbanized area of El Segundo. No riparian or other sensitive habitat areas, such as wetland habitats, are presently located on or adjacent to the project site. Implementation of the proposed project would not result in any adverse impacts to wetland habitats. No impact would occur.
Issues and Supporting Information

| Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |

A significant impact would occur if the proposed project would interfere or remove access to a migratory wildlife corridor or impede the use of native wildlife nursery sites. The proposed project site is located in an area, which has been previously disturbed through its construction as a parking structure and as an office building, and is also within the urbanized area of El Segundo. No wildlife dispersal or migration corridors areas are presently located on or adjacent to the project site. Implementation of the proposed project would not result in any adverse impacts to wildlife dispersal or migration corridors. No impact would occur.

A significant impact may occur if the proposed project used non-renewable resources in a wasteful and inefficient manner. The proposed project represents an urban infill project, which would not result in the consumption of non-renewable resources at a rate greater than any other urban development project in the City of El Segundo or the Southern California region. The land upon which the proposed project would be developed is already in urban development and is planned for development as proposed under the project. No impact would occur.

A significant impact may occur if the proposed project site is located in an area used or available for extraction of a regionally-important mineral resource and the project converted an existing or potential future regionally-important mineral extraction use to another use or if the project affected access to a site used or potentially available for regionally-important mineral resource extraction. The General Plan designation for the project site does not identify the project site as a potential location for future mineral resource recovery. The proposed project site has never been used for mineral resource recovery. There would be no impact to the loss of availability of a known mineral resource. There are no known rare, unique or endangered plant or animal species associated with the proposed project or within the immediate vicinity. The property was previously developed with industrial buildings from the mid-1950's until 1999. The site was cleared and graded in 1999. As a result, there are no rare or endangered plant species on the property. Therefore, the proposed project will not produce significant changes to the number of rare or endangered plant species in the project area (including trees, shrubs grass, crops, and micro flora) nor would it impact wetlands, migratory corridors, or conservation plans.

5. CULTURAL RESOURCES. Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

| Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |

| X |

b) Cause a substantial adverse change in the significance of an archaeological resources pursuant to Section 15064.5?

| X |

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

| X |

d) Disturb any human remains, including those interred outside of formal cemeteries?

| X |

A significant impact may occur if grading or excavation activities associated with the proposed project would disturb paleontological resources or geologic features which presently exist within the project site. No unique geologic features currently exist within the project site, which has been previously disturbed through its construction as an office building and surface parking lot. Limited grading would be associated for the construction of the proposed project. No impacts to paleontological resources would occur.

While there is no evidence that paleontological resources are located on the project site, there is still the possibility that the construction phase of the proposed office building could encounter paleontological resources, which in turn could result in potentially significant paleontological resource impacts. However, provided the mitigation measure listed below is implemented, the project would not have any potential to cause a substantial adverse change in significant paleontological resources.

A significant impact may occur if grading or excavation activities associated with the proposed project would disturb archaeological resources or geologic features which presently exist within the project site. No unique geologic features currently exist within the project site, which has been previously disturbed through its construction as an office building and surface parking lot. While there is no evidence that archaeological resources are located on the project site, the...
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still the possibility that the construction phase of the project office building could encounter archaeological resources, which in turn could result in potentially significant archaeological resources impacts. However, provided the mitigation measure listed below is implemented, the proposed project would not have any potential to cause a substantial adverse change in significant archaeological resources.

Section 15064.5 of the State CEQA Guidelines defines an historical resource as: (1) a resource listed in or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources; (2) a resource listed in a local register of historical resources or identified as significant in an historical resource survey meeting certain state guidelines; or (3) an object, building, structure, site, area, place, record or manuscript which a lead agency determines to be significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military or cultural annals of California, provided that the lead agency’s determination is supported by substantial evidence in light of the whole record. A project-related significant adverse effect could occur if the proposed project would adversely affect an historical resource meeting one of these definitions. Currently the proposed project site is developed with an office building, which was constructed in the 1960’s. No buildings presently listed in, or identified as eligible for listing in, the California Register of Historical Resources are located on the project site. Similarly no resources listed in a local register of historical resources or within a historical resources survey are located within the project site. Finally, none of the existing structures have ever contributed to the architectural, engineering, scientific, economic, agricultural, educational, social, political, military or cultural annals of California. The project would thus not have any potential to affect significant historical resources as defined in Section 15064.5.

A significant impact may occur if a proposed project was located in an area where it could cause a physical change, which would affect a unique ethnic community or culture. The proposed project site is located in an urbanized area of the City of El Segundo, which does not have cultural or ethnic significance. No impacts would occur.

A significant impact may occur if a proposed project was located in an area where it could impact religious or sacred uses. The proposed project site is located in an urbanized area of the City of El Segundo, which does not have religious or sacred significance. No impacts would occur.

However, provided the mitigation measure listed below is implemented, the proposed project would not have any potential to cause a substantial adverse change in significant paleontological and archeological resources.

**MM-2** In the event that paleontological or archaeological resources are encountered during the course of grading, all development must cease in these areas until the paleontological or archaeological resources are properly assessed and subsequent recommendations are determined by a qualified paleontologist or archeological.

### 6. GEOLOGY AND SOILS. Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:

(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

(ii) Strong seismic ground shaking?

(iii) Seismic-related ground failure, including liquefaction?

(iv) Landslides?

b) Result in substantial soil erosion or the loss of topsoil?

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
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<td>d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?</td>
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<td>e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</td>
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A significant impact may occur if a project site is located within a state-designated Alquist-Priolo Zone or other designated fault zone, and appropriate building practices are not employed. The project site is located in the vicinity of the Newport-Inglewood Fault Zone and the Elysian Thrust Fault Zone (see Environmental and Public Facilities Maps: Alquist-Priolo Special Study Zones and Fault Rupture Study Areas in the City of Los Angeles)\(^2\). The Newport-Inglewood Fault Zone is 75 km in length with a probable magnitude of 6.5-7.4. The potentially active Elysian Thrust Fault Zone is 34 km in length with a probable magnitude of 6.7. The project will be required to comply with current codes which reduce seismic risks to an acceptable level; thus, the proposed project will have a less than significant impact with regard to fault rupture.

A significant impact may occur if a proposed project represents an increased risk to public safety or destruction of property by exposing people, property or infrastructure to seismically induced ground shaking hazards that are greater than the average risk associated with locations in the Southern California region. As with all properties in the seismically active Southern California region, the project site is susceptible to ground shaking during a seismic event. Potential impacts from seismic ground shaking are present throughout Southern California and would be of comparable intensity at the project site as it would be for large parts of the City of El Segundo and the region. The project will be required to comply with existing codes which reduce seismic risks to an acceptable level; thus, the proposed project will have a less than significant impact with regard to seismic ground shaking. Impacts would be less than significant.

A significant impact may occur if a proposed project is located in an area identified as having a high risk of liquefaction and mitigation measures required within such designated areas are not incorporated into the project. Liquefaction is a condition where the soil undergoes continued deformation at a constant low residual stress due to the build-up of high porewater pressures. The possibility of liquefaction occurring at a given site is dependant upon the occurrence of a significant earthquake in the vicinity, sufficient groundwater to cause high pore pressures, and on the grain size, relative density, and confining pressures of the soil at the site. The regional groundwater is approximately 110 feet below ground surface in the vicinity of the proposed project site. The proposed project site is located in a zone of the City that is considered to have a low potential for liquefaction based upon on-site soil types and topographic and subsurface conditions.\(^3\) There would be a less than significant impact involving seismic ground failure, including liquefaction.

A significant impact may occur if the proposed project site was sufficiently close to the ocean to be potentially at risk of the effects of seismically induced tidal phenomena (seiche and tsunami). The proposed project site is located approximately two miles from Santa Monica Bay and the Pacific Ocean. The coastal portion of the City and adjacent portions of the City of Los Angeles are identified by the State as tsunami hazard areas, and as a result, there is the potential for damage to Edison and Chevron facilities, and the Hyperion Treatment Plant. However, the residential portions of the City and the proposed project site are located above the potential hazard area and are not at high risk. There are no volcanic hazards within the proposed project area or region. Impacts involving seiche, tsunami, or volcanic hazards would be less than significant.

A significant impact may occur if the proposed project site were located in a hillside area with soil conditions that would suggest high potential for sliding. The proposed project site is not located in a hillside area and therefore would not be subject to potential landslide conditions.

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\(^2\) The City of Los Angeles Environmental and Public Facilities Maps (September 1, 1996) are available for review during normal business hours at the City of El Segundo Community, Economic and Development Services Department, 350 Main Street, El Segundo, CA 90245.

\(^3\) Phase I Environmental Assessment, McLaren/Hart Inc.
A significant impact may occur if the proposed project site would expose large areas to the erosional effects of wind or water for a long period of time. The proposed project area is highly developed and the project site is entirely paved. The potential for substantial erosion or changes in topography would therefore not be present under the proposed project. No impact would occur.

A significant impact may occur if the proposed project would cause subsidence of the land. The proposed project site is completely paved and developed. The proposed project would involve the demolition of the existing office building; no major site preparation activities would be required. No withdrawals of subsurface fluids, which could potentially cause subsidence, would be associated with the proposed project. In addition, the regional groundwater is approximately 110 feet below the ground surface of the vicinity of the proposed project site. No impact would occur.

A significant impact may occur if the proposed project would be built in an area characterized by expansive soils or other unstable soil conditions without proper site preparation or design features to provide adequate foundations for project buildings, thus posing a hazard to life and property. The proposed project site is characterized as having groundwater tables underlain by sand dune formations. Construction must comply with the City of El Segundo Uniform Building Code, which is designed to assure safe construction, including building foundation requirements appropriate to site conditions. Therefore, the proposed project will have less than significant impacts involving expansive soils.

A significant impact may occur if the proposed project site or immediate surrounding area contained unique geological or physical features. The proposed project site is located in an area which has been previously disturbed through its construction as an office building and parking structure, and is also within the urbanized area of El Segundo. There are no unique geologic or physical features in the area. No impact would occur.

With incorporation of the mitigation measures listed below, impacts would be less than significant.

**MM-3** The City development shall conform to the California Building Code.

### 7. HAZARDS AND HAZARDOUS MATERIALS. Would the project?

| a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials? | X |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment? | X |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an exiting or proposed school? | X |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment? | X |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | X |

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4 Phase I Environmental Assessment, McLarens/Hart Inc.

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<tr>
<td>f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</td>
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<td>g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?</td>
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<td>h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</td>
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A significant impact may occur if a proposed project utilizes substantial quantities of hazardous materials as part of its routine operations and could potentially pose a hazard to nearby sensitive receptors under accident or upset conditions. The proposed project would use, at most, minimal amounts of hazardous materials for routine office cleaning and landscaping and therefore would not pose any substantial potential for accident conditions involving the release of hazardous materials. No impact would occur.

A significant impact may occur if the proposed project were to interfere with roadway operations used in conjunction with an emergency response plan or emergency evacuation plan or would generate sufficient traffic to create traffic congestion that would interfere with the execution of such a plan. Construction of the proposed project would not substantially impede public access or travel upon public rights-of-way and would not interfere with any adopted emergency response plan or emergency evacuation plan. Project impacts to area traffic would have no significant impacts on nearby roadways or intersections (see Section 15, below). In addition, the proposed project would generate less daily trips then the existing office building if it were to be re-occupied due to the reduction in square footage from 140,000 square feet to 120,810 square feet. The traffic circulation on-site would also remain the same. The proposed project would not interfere with an emergency response plan or emergency evacuation plan. No impact would occur. The proposed project would not interfere with an emergency response plan or emergency evacuation plan. No impact would occur.

A significant impact may occur if a proposed project involves use or disposal of hazardous materials as part of its routine operations and would have the potential to generate toxic or otherwise hazardous emissions that could adversely affect sensitive receptors. Uses sensitive to hazardous emissions (i.e., sensitive receptors) in the area include some residential apartments, located to the west of the property.

A significant impact may occur if a proposed project involved the exposure of people to existing sources of potential health hazards. Based on a Phase I Environmental Site Assessment prepared for the project site by McLarson/Hart, Inc., potential sources and conditions related to hazardous materials were found. A four-foot by nine-foot waste oil stained area and several containers of waste oil (opened and closed) were observed in the southeast corner of the proposed project site. In addition, Asbestos Containing Materials (ACM) was found to be contained in the existing structure. Non-friable asbestos was identified in the vinyl floor tile; floor tile mastic, roof tar patch, roof tar, and joint compound materials. Furthermore, since the construction of the existing office building began in 1964 it is likely that a lead-based paint was used.

A significant impact may occur if a proposed project increased fire hazards in areas with flammable brush, grass, or trees. The proposed project site is located in an urbanized portion of the City of El Segundo that does not include wildlands or high fire hazard terrain or vegetation. All areas of the project site are paved and developed. No impact would occur on increased fire hazards.

The existing 12-story office building would be demolished. The likely method of demolition is a floor-by-floor demolition with a wrecking ball. An alternative method being considered is implosion of the existing building. Either method could result in hazards from falling debris. Potential impacts can be mitigated through the implementation of a Demolition Safety Plan in accordance with applicable CAL/OSHA regulations.

With incorporation of the mitigation measures listed below, impacts would be less than significant on exposure of people to existing sources of potential health hazards.
## Issues and Supporting Information

| MM-4 | Prior to any demolition, all identified ACM shall be removed in accordance with all federal, state, SCAQMD and local regulations by an asbestos abatement contractor who is certified by and registered CAL/OSHA for removal of asbestos. If any suspect asbestos containing materials not previously identified are encountered during demolition, these materials would be required to be sampled by a qualified person and analyzed by an accredited laboratory. If these materials are confirmed as ACMs, they shall be removed and disposed of in accordance with applicable regulations. |
| MM-5 | All debris shall be cleared, including waste oil and waste oil impacted materials, from the southeastern corner of the proposed project site. All removed material shall be handled and disposed of in accordance with applicable regulations. |
| MM-6 | Prior to issuance of a demolition permit, the applicant shall submit a demolition safety plan for review and approval by the Department of Community, Economic and Development Services which demonstrates that the chosen method of demolition will be in accordance with all applicable federal, state, and local regulations. |

## 8. HYDROLOGY AND WATER QUALITY. Would the project:

| a) | Violate any water quality standards or waste discharge requirements? | X |
| b) | Substantially degrade groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | X |
| c) | Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or sitation on- or off-site? | X |
| d) | Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site? | X |
| e) | Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? | X |
| f) | Otherwise substantially degrade water quality? | X |
| g) | Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | X |
| h) | Place within a 100-year flood hazard area structures which would impede or redirect flood flows? | X |
| i) | Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | X |
| j) | Inundation by seiche, tsunami, or mudflow? | X |

A significant impact may occur if the proposed project resulted in increased runoff volumes during construction or operation of the project, which would result in flooding conditions affecting the project site or nearby properties. No stream or river courses are currently located in the vicinity of the project site. The proposed project would reduce the amount of impervious surface on the project site because it will replace existing paved and developed surfaces within the...
project site with urban landscaping. The proposed project would increase the quality, quantity and variety of plant material and landscape currently at the site. While the proposed project site at present is occupied virtually in its entirety by buildings or paved surfaces, the proposed project would include approximately 14,000 square feet of landscaped area. Therefore, the proposed project would not generate any additional storm water runoff to the storm drain system and would likely reduce storm water runoff to the storm drain system. Impacts would be less than significant.

A significant impact may occur if the proposed project resulted in exposure of people or property to water related hazards such as flooding. The proposed project is located within Flood Hazard Zone C of the National Flood Insurance Program (i.e., not at risk of a 100-year or 500-year flood) and there are no major dams or waterways located near proposed project site. No impact would occur.

A significant impact may occur if the proposed project included potential sources of water pollutants, which would have the potential to degrade water quality. During construction of the proposed project, demolition of the existing 12-story office building would take place and the proposed project site could be exposed to precipitation, which could increase runoff of eroded materials. The project will be required to comply with the applicable regulations of the General Construction Activity Storm Water Permit issued by the Los Angeles Regional Water Quality Control Board and administered by the Los Angeles County Department of Public Works and the City of El Segundo. However, by incorporating the relevant Best Management Practices (BMPs) set forth in this permit for erosion control into the project construction process, impacts on water quality from construction runoff would be limited. With implementation of the mitigation measures set forth below, impacts of the proposed project related to construction runoff would be less than significant.

During operations, the proposed project would use, at most, minimal amounts of hazardous materials for routine office cleaning and landscaping. Vehicular activities associated with the proposed project could result in the deposition of materials within the parking structure and on surrounding roadways would have the potential to contribute metals, oil and grease, solvents, hydrocarbons and suspended solids to storm water runoff. The proposed project would be subject to design criteria set forth in the Standard Urban Storm Water Mitigation Plan for Los Angeles County and cities in Los Angeles County, as administered by the City of El Segundo and the County of Los Angeles. These design measures would minimize the conveyance of pollutants in storm water runoff. Therefore, with implementation of the mitigation measures set forth below, the proposed project would not substantially degrade water quality.

A significant impact may occur if the proposed project resulted in changes in the amount of surface water in any water body. The proposed project would involve the demolition of the 12-story existing office building and the development of a new 6-story office building in a densely developed portion of the City of El Segundo. The amount of impervious surface within the project site would be decreased with the construction of new landscaped areas under the either project scenario. There would be no alterations to the amount of surface water as the nearest body of water is two miles away, the Santa Monica Bay and the Pacific Ocean. No impact would occur.

A significant impact may occur if the proposed project resulted in changes in currents, or the course or direction of water movements. The proposed project would involve the demolition of the 12-story existing office building and the development of a new 6-story office building in a densely developed portion of the City of El Segundo. There would be no changes in currents, or the course or direction of water movements as the nearest body of water is two miles away, the Santa Monica Bay and the Pacific Ocean as a result of either scenario. No impact would occur.

A significant impact may occur if a proposed project included deep excavations which had the potential to interfere with groundwater movement or included withdrawal of groundwater or paving of existing permeable surfaces important to groundwater recharge. The proposed project site is presently covered entirely with impermeable surface (i.e., structures, concrete and asphalt). The proposed project under either scenario would increase the amount of permeable surfaces through increased landscaped area and would not include any excavation. Therefore, the proposed project would have no effect on groundwater quality or recharge.

A significant impact may occur if a proposed project included deep excavations, which had the potential to interfere with groundwater movement. The proposed project site is covered entirely with impermeable surface (i.e., structures, concrete and asphalt). No excavations would be included in the proposed project. The proposed project would not result in altered direction of groundwater flows. No impact would occur.
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</table>

A significant impact may occur if the proposed project includes potential sources of water pollutants that would have the potential to substantially degrade water quality. The proposed project would use, at most, minimal amounts of hazardous materials for routine office cleaning and landscaping; the proposed project does not include other potential sources of contaminants, which could potentially degrade water quality. Therefore, the proposed project would not degrade water quality. No impact would occur.

A significant impact may occur if the proposed project included deep excavations, which had the potential to substantially reduce the amount of groundwater otherwise available for public water supplies. The proposed project site would not include any subsurface excavation. Thus, the proposed project would not substantially reduce the amount of groundwater, which would otherwise be available for public water supplies. No impact would occur.

Impacts would be less than significant with mitigation measures incorporated.

- **MM-7** The project applicant shall ensure that an effective erosion control program is in place throughout the demolition and site preparation phases of the project.
- **MM-8** The project applicant shall provide perimeter retainage around the site to minimize sediment runoff to the storm drain system.
- **MM-9** The project applicant shall install fossil filters or other fuel/oil separators at all parking structure storm drain collectors.
- **MM-10** Landscape design shall maximize rainwater detention in landscaped areas.
- **MM-11** The project applicant shall incorporate all applicable design measures set forth in the Standard Urban Storm Water Mitigation Plan for Los Angeles County and Cities in Los Angeles County.

### 9. LAND USE AND PLANNING. Would the project:

<table>
<thead>
<tr>
<th>a) Physically divide an established community?</th>
<th>x</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</td>
<td>x</td>
</tr>
<tr>
<td>c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?</td>
<td>x</td>
</tr>
</tbody>
</table>

A significant impact may occur if the proposed project is inconsistent with the General Plan or zoning designations currently applicable to the project site and would cause adverse environmental effects, which the General Plan and zoning ordinance are designed to avoid or mitigate. The project site is located within the City of El Segundo. The El Segundo Municipal Code, a part of the General Plan of the City of El Segundo, designates the project site as "Corporate Office" and the site's zoning is CO.

The CO Zone permits general office use. The proposed project exceeds the parking regulation required for parking at four parking spaces per 1,000 square feet, compared to the City's requirement of 2.7 parking spaces per 1,000 square feet. This project will meet all development regulation and standards required with the exception of the floor area ratio (FAR) requirement. The current FAR limitation applicable to the project site is 0.80 and the proposed development would require a 1.086 FAR. The applicant is requesting an amendment to the General Plan for this specific project site to permit the requested FAR. Additionally, the property owner, Legacy Partners, is requesting an exception to the loading dock requirements from three (13 feet by 50 feet) loading docks to two (13 feet by 30 feet) loading docks. This is due to the
Issues and Supporting Information

<table>
<thead>
<tr>
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<th>No Impact</th>
</tr>
</thead>
</table>

A limited amount of surface area available on site and the ability of two office buildings to share the loading docks (this includes the adjacent office building at 898 N Sepulveda Boulevard to the north). Approval of a General Plan Amendment and Development Agreement for the additional square footage and the loading dock exception is required. If the City approves the General Plan Amendment and Development Agreement, there would be no impact on the general plan designation or zoning. A less than significant impact would occur.

Under an existing Administrative Use Permit, the existing Park-and-Ride operation is currently temporarily allowed as long as the 888 N Sepulveda Boulevard building remains vacant. Under the proposed Development Agreement, the Park-and-Ride would be permanently discontinued. A less than significant impact would occur.

A project-related significant adverse effect could occur if the proposed project site were located within an area governed by a habitat conservation plan or natural community conservation plan. The project site and its vicinity are not part of any craft or adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan. The project site is located in an area, which has been previously disturbed through the construction of a parking structure and an office building, and is also within an urbanized area of El Segundo. No project impact to any adopted habitat or conservation plans would occur. No impact would occur.

A significant impact may occur if a proposed project would be incompatible with adjacent sensitive land uses (i.e., residential). The proposed new office building would be compatible and integrate with the recently completed 898 North Sepulveda Boulevard office building. Similar materials, finishes and landscaping will be used on the proposed project site. This includes using similar aqua blue-green medium performance glass, metal accents in the canopy and the mullion system, and similar colored concrete and limestone composite materials at the base of the building and in the lobby. In addition, the proposed project would be consistent with surrounding commercial and office developments in the area. No residential uses are located in the immediate vicinity of the proposed project site. No impact to sensitive land uses would occur.

10. MINERAL RESOURCES. Would the project:

<table>
<thead>
<tr>
<th>a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</td>
<td>X</td>
</tr>
</tbody>
</table>

A significant impact may occur if the proposed project used non-renewable resources in a wasteful and inefficient manner. The proposed project represents an urban infill project, which would not result in the consumption of non-renewable resources at a rate greater than any other urban development project in the City of El Segundo or the Southern California region. The land upon which the proposed project would be developed is already in urban development and is designated in the General Plan for development as proposed under the project. No impact would occur.

A significant impact may occur if the proposed project site is located in an area used or available for extraction of a regionally-important mineral resource and the project converted an existing or potential future regionally-important mineral extraction use to another use or if the project affected access to a site used or potentially available for regionally-important mineral resource extraction. The General Plan designation for the project site does not identify the project site as a potential location for future mineral resource recovery. The proposed project site has never been used for mineral resource recovery. There would be no impact to the loss of availability of a known mineral resource.

11. NOISE. Would the project result in:

<table>
<thead>
<tr>
<th>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</td>
<td>X</td>
</tr>
</tbody>
</table>
### Issues and Supporting Information

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
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<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

A noise impact analysis was conducted for the proposed project by Terry A. Hayes Associates (October 2000), which examined the potential noise impacts of operational noise sources (stationary and mobile) for both scenarios on surrounding noise sensitive receptor locations.

The basic unit of measurement for sound is the decibel (dB). To better account for human sensitivity to sound, decibels are measured on the “A-weighted” scale, abbreviated dBA. On this scale, the range of human hearing extends from approximately 3 to 140 dBA. The smallest perceivable sound level change is about 3 dBA, while a 10 dBA increase is perceived by most people as a doubling of the sound level.

The proposed project site is located in an urban developed environment. The existing noise environment is characterized by the mix of land uses within it, which includes commercial developments, residences and the Los Angeles International Airport (LAX). The project site is outside the 65 dBA noise contour of LAX. The primary source of noise in the vicinity of the project site is vehicular noise on Sepulveda Boulevard.

The criteria for determination of a significant noise impact are set forth in the City of El Segundo Noise Ordinance. A project would normally have a significant operational noise impact if the project causes the ambient noise level measured at the property line of affected uses to increase by 5 dBA in Community Equivalent Noise Level (CNEL) above the accepted ambient noise level of 65 dBA CNEL. CNEL is a 24-hour weighted noise measurement, in which noise during evening and nighttime hours is given an increased weight to account for increased sensitivity to noise during those hours. For the proposed project, the predominant noise source is anticipated to be additional vehicular traffic. The greatest impacts would occur at sensitive receptors located on or near Sepulveda Boulevard. The two closest such receptors are: (1) LAX Travelodge Hotel at 1804 East Sycamore Avenue, located approximately 175 feet southwest of the project site; and (2) a residence located at 1754 East Sycamore Avenue, located approximately 300 feet southwest of the project site. The existing noise levels, with the addition of project-related traffic from either scenario, would increase by no more than 1 dBA, which would be imperceptible and less than the City Noise Ordinance standard of 5 dBA. Operational noise impacts would be less than significant.

The noise study conducted for the proposed project examined the potential for severe noise levels to be generated during project construction. Construction activities would require the use of numerous noise-generating types of equipment such as jack hammers, pneumatic impact equipment, saws and tractors, which generate noise levels ranging on average from 78 to 89 dBA. To ascertain worst-case noise impacts at sensitive receptor locations, construction noise was modeled by introducing the noise level associated with the finishing phase of a typical development project, generating a noise level of 89 dBA at a reference distance of 50 feet. Based on this analysis, construction activities would add less than 4 dBA to ambient noise conditions at each sensitive receptor location. This increase would be less than the City significance threshold of 5 dBA. Construction noise impacts would be less than significant.

The noise study also reviewed the potential impact of noise associated with Los Angeles International Airport on the interior noise levels that would be experienced inside the office building. According to the study, an acceptable interior

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6 El Segundo Municipal Code Section 9.06.040.
### Issues and Supporting Information

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Noise level for an office is approximately 45dBA, which is consistent with state standards for multi-family residential development. Based on the proposed construction materials to be used in the office, the study concluded that the interior noise level would be approximately 30dBA. Based on this analysis, no impact would occur.

**12. POPULATION AND HOUSING.** Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

<table>
<thead>
<tr>
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</table>

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

<table>
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<tr>
<th>Potential Impact</th>
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<th>No Impact</th>
</tr>
</thead>
</table>

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

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<tr>
<th>Potential Impact</th>
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<th>No Impact</th>
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</table>

A significant impact may occur if the proposed project cumulatively exceeded the official regional or local population projections. The City of El Segundo’s General Plan Objective ED1-1, Policy ED1-1.1, to maintain economic development as one of the City’s and the business and residential communities’ top priorities, would be implemented through the development of the proposed project. The proposed office development would create jobs, expand business, and create additional revenue for the City. The proposed project would not include residential development and would not include permanent population growth in the City. Therefore, the proposed project would not exceed official regional or local population projections. No impact would occur.

A significant impact may occur if a proposed project were to locate new development such as homes, businesses or infrastructure, with the effect of substantially inducing growth that would otherwise not have occurred as rapidly or in as great a magnitude. The proposed project is located in an urbanized area, with all major urban infrastructure systems already in place. The project would fit into the existing pattern of development in this area of the City. Under this project, the existing 12-story, 140,000 square foot office building would be replaced with a 6-story, 120,610 square foot office building. Therefore, the proposed project would not induce substantial growth be developing a project in an undeveloped area or extension of major infrastructure. No impact would occur.

A significant impact may occur if a proposed project would result in displacement of existing housing units, necessitating construction of replacement housing elsewhere. The proposed project would involve the replacement of an existing 12-story office building with a 6-story, 120,610 square foot office building. The proposed project would not displace existing housing, because no residential uses are presently associated with the proposed project site. No impact would occur.

**13. PUBLIC SERVICES.** Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

<table>
<thead>
<tr>
<th>Public Service</th>
<th>Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Fire protection</td>
<td>X</td>
</tr>
<tr>
<td>b) Police protection</td>
<td>X</td>
</tr>
<tr>
<td>c) Schools</td>
<td>X</td>
</tr>
<tr>
<td>d) Parks</td>
<td>X</td>
</tr>
<tr>
<td>e) Other public facilities</td>
<td>X</td>
</tr>
</tbody>
</table>

A significant impact may occur if the City of El Segundo Fire Department (ESFD) could not adequately serve the proposed project based upon response time, access or fire hydrant/water availability. The proposed project site is served by two fire stations; the Headquarters Station, located at 314 Main Street and Station 2, located at 2161 East El Segundo Boulevard. Headquarter Station has two engine companies and a rescue team. Station 2 has an engine company,
rescue team, and a truck company. Existing staffing levels are not expected to be adversely impacted by the proposed project.\(^7\)

Adequate water is available to the site, as discussed below in Section 8. Furthermore, the minimum required fire flow has been met. The Fire Department requires approximately 25 gallons per minute (gpm) or 20 pounds per square inch (psi).\(^8\) The Public Works Department has stated that the proposed project site has a water pressure of 90-95 psi.

A significant impact may occur if a proposed project resulted in an increase in demand for police services that would exceed the capacity of the police department responsible for serving the site. Police service for the proposed project site is provided by the El Segundo Police Department (ESPD), which is located at 348 Main Street, in the City of El Segundo.\(^9\) Table 12 shows a three-year summary of crime statistics for the City of El Segundo. The proposed project would increase on-site population, which could generate a demand for additional security. The extent of additional protection needed would vary in accordance with the type of use and expected number of visitors and employees on-site. However, ESPD has indicated the existing staffing and equipment levels are adequate to accommodate the proposed project.\(^10\) Therefore, the proposed project would have less than significant impacts on police service.

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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Murder</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Rape</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>+100</td>
</tr>
<tr>
<td>Robbery</td>
<td>23</td>
<td>26</td>
<td>25</td>
<td>-3.8</td>
</tr>
<tr>
<td>Assaults</td>
<td>27</td>
<td>33</td>
<td>8</td>
<td>-75.7</td>
</tr>
<tr>
<td>Residential Burglary</td>
<td>48</td>
<td>35</td>
<td>29</td>
<td>-17.1</td>
</tr>
<tr>
<td>Commercial Burglary</td>
<td>90</td>
<td>89</td>
<td>75</td>
<td>-15.7</td>
</tr>
<tr>
<td>Auto Burglary</td>
<td>303</td>
<td>192</td>
<td>203</td>
<td>+5.7</td>
</tr>
<tr>
<td>Theft</td>
<td>289</td>
<td>335</td>
<td>287</td>
<td>-14.3</td>
</tr>
<tr>
<td>Auto Theft</td>
<td>116</td>
<td>147</td>
<td>120</td>
<td>-18.3</td>
</tr>
<tr>
<td>Total</td>
<td>897</td>
<td>858</td>
<td>749</td>
<td>-12.7</td>
</tr>
</tbody>
</table>

\(^7\) Email, Robert Nolan, October 6, 2000.

\(^8\) Ibid

\(^9\) El Segundo Police Department, Laurie Risk, correspondence, October 16, 2000.

\(^10\) Ibid.
### Issues and Supporting Information

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</table>

A significant impact may occur if a proposed project includes substantial employment or population growth, which could generate demand for school facilities that exceeds the capacity of the school district(s) responsible for serving the project site. The proposed project involves the demolition of an existing 140,000 square foot 12-story office building and development of an approximately 120,610 square foot 6-story office building. The City of El Segundo General Plan describes the City as an employment-led community. In addition, as no residential units are proposed, the proposed project would not result in an increase in permanent population, which could impact public schools administered by the El Segundo Unified School District. Therefore, the proposed project would not result in a significant indirect increase in permanent residential population, which could affect local schools. No impact on schools would occur.

A significant impact may occur if a proposed project includes substantial employment or population growth, which could generate a demand for new or altered government service. The proposed project involves the demolition of an existing 140,000 square foot 12-story office building and construction of a 120,610 square foot 6-story office building; no residential development is proposed as a part of the proposed project. The proposed project therefore would not increase permanent residential population within the City of El Segundo. With no increase of permanent residential population created by the proposed project there would not be a significant increase in the demand for public facilities, including roads. No impact would occur.

A significant impact may occur if a proposed project includes substantial employment or population growth, which could generate a demand for other public facilities (such as libraries), which exceeds the capacity available to serve the project site. As detailed above, the project involves the demolition of an existing 140,000 square foot 12-story office building and construction of a 120,610 square foot 6-story office building; no residential development is proposed as a part of the proposed project. The proposed project therefore would not increase permanent residential population within the City of El Segundo. With no increase of permanent residential population created by the proposed project there would not be a significant increase in the demand for government services. No impact would occur.

While significant impacts are not anticipated, the mitigation measures below restate project design features and City requirements, which would assure less than significant project impacts.

- **MM-12** The project applicant shall install automatic fire sprinklers.
- **MM-13** The project applicant shall install full Safety Alarm Systems.
- **MM-14** The project applicant shall provide for review of site plans by the El Segundo Fire Department for placement of on-site fire hydrants and fire access lanes.

### 14. RECREATION.

a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

   - No Impact: X

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

   - No Impact: X

A significant impact may occur if a proposed project includes substantial employment or population growth, which could generate demands for public park facilities that exceed the capacity of existing parks, and causes premature deterioration of the park facilities. The proposed project involves the demolition of an existing 140,000 square foot 12-story office building and construction of a 120,610 square foot 6-story office building. No residential development is proposed as a part of the proposed project. The proposed project therefore would not increase permanent residential population within the City of El Segundo. Maintenance of public parks and public recreational facilities in El Segundo are funded largely through the City general func. As demand for park services by the proposed project is considered to have no impact, impacts on maintenance of those facilities would likewise not be significant. The project would not increase the demand for neighborhood or regional parks or other recreational facilities. No impact would occur.
A significant impact may occur if a project includes the construction or expansion of park facilities and such construction would have a significant adverse effect on the environment. The proposed project involved the construction of a commercial project and not the construction of parks. No impact would occur on existing recreational opportunities.

15. TRANSPORTATION/TRAFFIC. Would the project:

| a) Cause an increase in the traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | X |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? | X |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | X |
| d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | X |
| e) Result in inadequate emergency access? | X |
| f) Result in inadequate parking capacity? | X |
| g) Conflict with adopted policies or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? | X |

A significant impact related to traffic conditions would occur if a proposed project generated traffic that exceeded the significance threshold of the jurisdiction in which a potentially affected intersection were located. A traffic study was conducted by RKJK & Associates for the proposed project which examined the potential traffic impacts at 5 intersections:

- Sepulveda Boulevard Boulevard/Imperial Highway
- Sepulveda Boulevard Boulevard/Maple Avenue
- Sepulveda Boulevard Boulevard/Marioposa Avenue
- Sepulveda Boulevard Boulevard/Grand Avenue
- Sepulveda Boulevard Boulevard/El Segundo Boulevard

The traffic study estimated the traffic, which would be generated by the proposed project and added that traffic to the projected future traffic volumes at these five intersections. Future traffic volumes at these intersections included existing traffic volumes determined by traffic counts, future traffic generated by development projects expected to occur in the City, which could contribute traffic at these intersections and a background growth factor of 2% per year. Future intersection conditions were determined using the Intersection Capacity Utilization (ICU) methodology utilized by the City of El Segundo. Intersection operations are characterized by Level of Service (LOS), which indicates the projected traffic volumes as compared to the theoretical capacity of the intersection. LOS varies from LOS A (free flow) to LOS F (congested operation). Currently, the five study intersections operate at acceptable LOS D or better, with the exception of:

- Sepulveda Boulevard Boulevard/Imperial Highway – LOS E in the AM peak hour; LOS F in the PM peak hour
- Sepulveda Boulevard Boulevard/Grand Avenue – LOS E in the PM peak hour
- Sepulveda Boulevard Boulevard/El Segundo Boulevard – LOS E in the AM and PM peak hours
The traffic study projected the future conditions at the 5 study intersections without implementation of the proposed project by estimating the traffic which would be generated by other development projects, along with growth in background traffic volumes, and adding these volumes to existing traffic volumes. The traffic study determined that 8 other development projects in the City of El Segundo could produce additional traffic at the study area intersections. In addition, to account for ambient traffic growth on study area roadways, future traffic volumes were increased by an annual growth rate of 2.0%, which was obtained from the City of El Segundo and is consistent with the observed overall traffic volume growth in this area of the City. With the addition of traffic from other development projects and ambient growth, the LOS at Sepulveda Boulevard/Grand Avenue would decline from LOS D to LOS E in the AM peak hour, and from LOS E to LOS F in the PM Peak hour. The intersection of Sepulveda Boulevard/El Segundo Boulevard would decline from LOS E to LOS F in the AM Peak hour, while continuing to operate at LOS E during the PM peak hour. Sepulveda Boulevard Boulevard/Imperial Highway would continue to operate at LOS E in the AM peak hour and LOS F in the PM peak hour. All other intersections would operate at LOS D or better during the AM and PM peak hours.

The City of El Segundo has established a significance threshold for traffic impacts within the City that identifies a significant impact whenever either of the following occurs: (1) a project causes an intersection to decline from LOS D or better to LOS E or worse; or (2) a project contributes traffic that causes the volume/capacity (V/C) ratio at an intersection that is forecast to operate at LOS E or LOS F to increase by 0.02 or more. If either of these two thresholds is exceeded, the impact is considered significant.

With the addition of project traffic at the two intersections that are forecast to operate at LOS D or better (Sepulveda Boulevard/Marioposa Avenue and Sepulveda Boulevard/Maple Avenue), these intersections would continue to operate a LOS D or better. Therefore the proposed project would not cause these intersections to decline from LOS D or better to LOS E or worse. Project impacts at Sepulveda Boulevard/Marioposa Avenue and Sepulveda Boulevard/Maple Avenue would be less than significant.

The remaining three study intersections are forecast to operate at LOS E or F. The addition of project traffic at Sepulveda Boulevard/Grand Avenue would result in an increase of 0.007 in the V/C ratio during the AM peak hour, and an increase of 0.008 during the PM peak hour. The addition of project traffic at Sepulveda Boulevard/El Segundo Boulevard would result in an increase of 0.005 in the V/C ratio during the AM peak hour, and an increase of 0.004 during the PM peak hour. The addition of project traffic at Sepulveda Boulevard/Imperial Boulevard would result in an increase of 0.006 in the V/C ratio during the AM peak hour, and an increase of 0.015 during the PM peak hour. All projected V/C increases would be below the 0.02 threshold and would be less than significant. Traffic impacts of the proposed office development would be less than significant.

A project-related significant adverse effect could occur if inadequate parking areas were provided during construction or operation of the proposed project such that employee and visitor parking would spill over into adjacent areas. During construction, parking demand would increase because of the need to accommodate construction equipment and worker vehicles. This parking would be provided within the project site and would be sufficient to accommodate demand. During operation of the proposed project, parking would be provided in the adjacent parking structure located at 892 North Sepulveda Boulevard. This structure, which contains 817 parking spaces, is sufficiently sized to accommodate the parking required for the proposed project under City code (331 spaces) and the parking required for the adjacent 898 North Sepulveda Boulevard building (245 spaces), without resulting in spillover into surrounding areas. In addition, 18 surface parking spaces would be provided within the 888 North Sepulveda Boulevard site, for a total of 835 spaces provided. No impacts related to parking would occur.

A project-related significant adverse effect could occur if project design did not allow for emergency access meeting the requirements of the Fire Department such that an existing hazard to the project and adjacent uses would be exacerbated. Access to the project site would be provided from Walnut Avenue and Sepulveda Boulevard, which would be consistent with Fire Department requirements for two separated access points to the site. The Fire Department would approve access locations through site plan review. No impacts related to emergency access would occur.

A project-related significant adverse effect could occur if the project included new roadway design or introduced a new land use into an area with specific transportation requirements and characteristics, which had not been previously experienced in that area. The proposed project does not include any new roadways. The proposed project would also...
include office and parking land uses, which are consistent with the urban development already existing in this area of the City of El Segundo. Automobile and truck traffic associated with these uses would be consistent with existing traffic patterns. No impact would occur.

A project-related significant adverse effect could occur if the project were to increase traffic hazards in such a manner as to pose safety hazards or otherwise preclude pedestrian and bicycle movements. As noted above, the proposed project would increase traffic at certain intersections within the City of El Segundo. However, these intersections are currently signalized and provide crosswalks and pedestrian crossing signals to ensure pedestrian safety. The proposed project would not impact these signals and would thus not impact pedestrian safety. The proposed project would not significantly impact any of the study intersections and thus the proposed project would not preclude the use of the roadway system by bicycles. Impacts to pedestrian and bicycle movements under the proposed project would be less than significant.

A project-related significant adverse effect could occur if the project would involve modification of existing alternative transportation facilities located on- or off-site. No off-site construction would be associated with the proposed project. On-site construction would occur in areas that do not include any existing alternative transportation facilities. No impacts related to alternative transportation facilities would occur.

A project-related significant adverse effect could occur if the project included rail, port or airport facilities, or had the potential to impact such facilities. The proposed project is a commercial development that does not include any rail, port or airport facilities. The only such facilities located in the vicinity of the project site are the former Burlington Northern Santa Fe railroad right-of-way adjacent to the project site and Los Angeles International Airport (LAX) to the north. The proposed project would not include any development that would infringe upon or otherwise impact the railroad right-of-way. The proposed project is sufficiently distant from LAX that it would not impact operations at that facility. No impacts would occur.

16. UTILITIES AND SERVICE SYSTEMS. Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? X

b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? X

c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? X

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? X

e) Result in a determination by the wastewater treatment provider which services or may serve the project determined that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments? X

f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs? X

g) Comply with federal, state, and local statues and regulations related to solid waste? X

A significant impact may occur if a proposed project includes substantial employment or population growth, which could generate a demand for new systems or substantial alterations to power or natural gas. The Southern California Gas Company (TGC) provides natural gas to the City of El Segundo, including the proposed project site. The proposed project site is located in TGC’s Pacific Region, which includes all coastal areas between Long Beach and Ventura.

The availability of natural gas is based upon present conditions of gas supply and regulatory policies. As a public utility, TGC is under the jurisdiction of the California Public Utilities Commission, but can also be affected by actions of federal
regulatory agencies. Should these agencies take any action which affects gas supply or the conditions under which service is available, gas service would be provided in accordance with those revised conditions. No impact would occur.

A significant impact may occur if a proposed project includes substantial employment or population growth, which could generate a demand for new systems or supplies, or substantial alterations to communications systems. Pacific Bell provides local telephone service in the City of El Segundo. Telephone service, including FasTrak Digital Subscriber Line (DSL), is provided to the proposed project area primarily through overhead cables. DSL allows for high-speed data transport over existing twisted copper telephone wires.¹¹ Pacific Bell regularly upgrades its system as demands for service increase. There would be no need for new systems, new supplies, or substantial alterations to the existing communications systems. No impact to communications systems would occur.

A significant impact may occur if a proposed project would increase water consumption or wastewater generation to such a degree that the capacity of facilities currently serving the project site would be exceeded. The City of El Segundo supplies water to proposed project site, from groundwater wells located within the Los Angeles Basin, which is blended with water purchased from the Metropolitan Water District (MWD). There is a 10-inch main on the east side of Sepulveda Boulevard and a 10-inch main on the north side of Walnut Avenue. These lines are both capable of handling the increase in water consumption generated by the proposed project.¹² Water supplies for the Los Angeles Region are considered ample enough to serve existing and planned development in the area, including the proposed project. The increase in water consumption generated by the proposed project would not require or result in the construction of new water treatment facilities or expansion of existing facilities. No impact to water treatment facilities would occur.

The City of El Segundo Public Works Department also provides wastewater service to the project area. The increase in wastewater would be treated at the Los Angeles County Sanitation Districts Joint Water Pollution Control Plant (JWPCP). The JWPCP has a design capacity of 385 million gallons per day (mgd) and currently processes an average flow of 328.8 mgd. There is a 12-inch wastewater main on the west side of North Sepulveda Boulevard and an 8-inch main running along the backside of the property from East Walnut Avenue to East Maple Avenue. According to the Public Works Department both wastewater mains have sufficient capacity remaining to handle the increase generated by the proposed project.¹³ The increase in wastewater generation by the proposed project can be served by existing treatment facilities and would not result in the construction of substantial new or expanded wastewater treatment facilities. No impact to wastewater treatment facilities would occur.

A significant impact may occur if a proposed project would increase wastewater generation to result in a need for new systems or supplies, or substantial alterations to sewer or septic tanks. This question would apply to the proposed project only if it were located in an area not served by an existing sewer system. The proposed project site is located in a developed area of the City of El Segundo, which is served, by a wastewater collection, conveyance and treatment system operated by the City with adequate capacity to serve the project. No septic tanks or alternative disposal systems are necessary, nor are they proposed. No impact to sewer or septic tanks would occur.

A significant impact may occur if the volume of storm water runoff increases to a level exceeding the capacity of the storm drain system serving the proposed project site. Runoff from the proposed project would be collected on the site and directed towards existing storm drains in the project vicinity. Runoff would be reduced under the proposed project, which would increase the amount of permeable surface within the project site, through increased landscaping. Because the amount of storm water runoff to the storm drain system would decrease, no impacts to the storm drain system would occur.

No deficiencies in affected infrastructure exist now, nor are any anticipated with implementation of the proposed project. No substantive changes to storm drain facilities would be required as a result of the proposed project. No significant impact would occur.

¹¹ Pacific Bell, DSL-About DSL, www.pacb ell.com/FAQs/FAQs_detail/0,1931,11,00.html


¹³ Source: Department of Public Works, phone call, Gary Morse, Wastewater Supervisor, October 4, 2000.
A significant impact may occur if a proposed project were to increase solid waste generation to a degree that existing and projected landfill capacity would be insufficient to accommodate the additional solid waste. Solid waste generated in the project area is typically disposed at the Puente Hills Landfill, in Whittier and the Nu-Way Live Oak Landfill, in Irwindale; however, other landfills serving commercial properties located within the City are also available for solid waste disposal. Facility expansions and new landfills are being sought as existing facility capacity diminishes. Also, mandatory City waste reduction and recycling programs, such as the Source Reduction and Recycling Program (in compliance with the September 1989 California Integrated Solid Waste Management Act, SB 939) are greatly reducing the amount of waste that would otherwise have entered area landfills.

A significant impact may occur if a proposed project were to increase water consumption to such a degree that new water sources would need to be identified, or that existing resources would be consumed at a pace greater than planned for by purveyors, distributors and service providers. The Department of Public Works is anticipated to be able to meet the water demand for the proposed project, as described in Section 8, above. No impact to water service would occur.

With implementation of City waste reduction measures and the project mitigation measures below, no significant impact would occur.

- **MM-15** A recycling program shall be instituted for the project to the satisfaction of the Director of Community, Economic and Development Services to reduce the volume of solid waste going to landfills.
- **MM-16** Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass and other recyclable material.

### 17. MANDATORY FINDINGS OF SIGNIFICANCE.

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?</td>
<td></td>
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<td></td>
<td>X</td>
</tr>
<tr>
<td>b) Does the project have impacts that are individually limited, but cumulatively considerable? (&quot;Cumulatively considerable&quot; means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?</td>
<td></td>
<td>X</td>
<td></td>
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<tr>
<td>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</td>
<td></td>
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<td></td>
<td>X</td>
</tr>
</tbody>
</table>

A significant impact may occur only if a proposed project would have an identified potentially significant impact for any of the above issues, as discussed in the preceding sections. The proposed project is located in a densely populated urban area. The proposed project would have no unmitigated significant impacts with respect to biological resources and less than significant cultural resource impacts provided the mitigation measures listed above are implemented. The proposed project would not degrade the quality of the environment, reduce or threaten any fish or wildlife species (endangered or otherwise), or eliminate important examples of the major periods of California history or pre-history. A significant impact would occur only if a proposed project were to result in short-term environmental effects that would substantially affect or preclude the ability of a jurisdiction to achieve long-term environmental goals. The proposed project does not include any significant short-term environmental effects that cannot be mitigated and therefore would not impact to achievement of long-term environmental goals. No impact would occur.
A significant impact may occur if a project, in conjunction with other related projects in the area of the project site, would result in impacts which are less than significant when viewed separately, but would be significant when viewed together. Although there are other past, current and probable future projects in the area surrounding the project site, the project's contribution to cumulative traffic, air quality, and other impact areas would be de minimis (i.e., environmental conditions would essentially be the same whether or not the proposed project is implemented).

A significant impact may occur if a project has the potential to result in significant impacts, as discussed in the preceding sections. As noted in the evaluations above, the proposed project would not result in any unmitigated significant impacts. Thus, the proposed project would not have the potential to result in substantial adverse effects on human beings.
Draft Mitigation Measures

Air Quality

MM-1 The applicant shall implement Transportation Demand Management (TDM) programs and adopt Transportation System Management (TSM) plans and provide incentives for the provision of transit support facilities in accordance with SCAQMD and City regulations.

Cultural Resources

MM-2 In the event that paleontological or archaeological resources are encountered during the course of grading, all development must cease in these areas until the paleontological or archaeological resources are properly assessed and subsequent recommendations are determined by a qualified paleontologist or archaeological.

Geology and Soils

MM-3 The development shall conform to the California Building Code.

Hazards and Hazardous Materials

MM-4 All identified ACM shall be removed in accordance with all federal, state, SCAQMD and local regulations by an asbestos abatement contractor who is certified by and registered CAL/OSHA for removal of asbestos. If any suspect asbestos containing materials not previously identified are encountered during demolition, these materials would be required to be sampled by a qualified person and analyzed by an accredited laboratory. If these materials are confirmed as ACMs, they shall be removed and disposed of in accordance with applicable regulations.

MM-5 All debris shall be cleared, including waste oil and waste oil impacted materials, from the southeastern corner of the proposed project site. All removed material shall be handled and disposed of in accordance with applicable regulations.

MM-6 Prior to issuance of a demolition permit, the applicant shall submit a demolition safety plan for review and approval by the Department of Community, Economic and Development Services which demonstrates that the chosen method of demolition will be in accordance with all applicable federal, state, and local regulations.

Hydrology and Water Quality

MM-7 The project applicant shall ensure that an effective erosion control program is in place throughout the demolition and site preparation phases of the project.

MM-8 The project applicant shall provide perimeter retainage around the site to minimize sediment runoff to the storm drain system.

MM-9 The project applicant shall install filters or other fuel/oil separators at all parking structure storm drain collectors.

MM-10 Landscape design shall maximize rainwater detention in landscaped areas.

MM-11 The project applicant shall incorporate all applicable design measures set forth in the Standard Urban Storm Water Mitigation Plan for Los Angeles County and Cities in Los Angeles County.
Public Services

MM-12 The project applicant shall install automatic fire sprinklers.

MM-13 The project applicant shall install full Safety Alarm Systems.

MM-14 The project applicant shall provide for review of site plans by the El Segundo Fire Department for placement of on-site fire hydrants and fire access lanes.

Utilities and Service Systems

MM-15 A recycling program shall be instituted for the project to the satisfaction of the Director of Community, Economic and Development Services to reduce the volume of solid waste going to landfills.

MM-16 Recycling bins shall be provided at appropriate locations to promote recycling of paper, metal, glass and other recyclable material.
ENVIRONMENTAL ASSESSMENT APPLICATION

Environmental Assessment No: 

Date: 2/8/2011

A. GENERAL INFORMATION

1. Applicant

<table>
<thead>
<tr>
<th>Name (print or type)</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>TA ASSOCIATES, C/O CLIFF CHANDLER</td>
<td>(949) 852-2050</td>
<td>(949) 852-2051</td>
</tr>
<tr>
<td>1301 DOWE ST, SUITE 860</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Newport Beach, CA 92660</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Check One: Owner ☑️ Lessee ☐ Agent ☐

Signature

2. Property Owner

<table>
<thead>
<tr>
<th>Name (print or type)</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPELVEA ASSOCIATES, LLC</td>
<td>(415) 477-4131</td>
<td>(415) 477-9107</td>
</tr>
<tr>
<td>4 Park Plaza, Suite 700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Irvine, CA 92614</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature
3. **Representative of applicant:** (i.e., attorney, expeditor, etc.)

TA Associates, C/o Cliff Chandler  
Name (print or type)  
1501 DAVE ST, SUITE 8600  
Address  
Newport Beach, CA 92660  
City/St/Zip  
(444) 952.2030  
Phone  
(444) 952.2039  
Fax  
Chandler@fairley.com  
Email  
Signature

4. **Architect/Engineer**

Langdon Wilson Architects  
Name (print or type)  
18900 Von Karman Ave, Suite 200  
Address  
Irvine, CA 92612  
City/St/Zip  
(714) 833.3098  
Phone  
(714) 833.3098  
Fax  
rbraun@lw-oc.com  
Email  
Signature

5. **Property situated at:**  
Assessor Parcel No 4138-005-035

Assessor’s Block & Lot No:  
(Exact legal description. Provide attachment, if necessary).

6. **General Location:**

888 Sepulveda Blvd  
Address  
between Walnut Street and Maple Street

7. **Proposed Use of Site:**  
Office

8. **El Segundo Municipal Code Section(s) Relating to Request:**

(The El Segundo Municipal Code is available for review in the Planning Division or online at www.elsegundo.org).

B. **PROJECT DESCRIPTION:** Use additional sheets as necessary and key response to the corresponding question.

1. Site size:  
   2.55 ACRES (111,059 SF)

2. Total square footage of building(s) or structure(s):  
   **Appl. Proposed Bldg: 88,847 SF NET**

3. Number of floors of construction:  
   **10 stories or less**

4. Building height:  
   **80 F.A.R. (Net Bldg Area)**

5. Floor Area Ratio:
6. Total percentage of lot covered by structures:  
   Approx. 12%, not including existing parking structure.

7. Proposed construction scheduling (number of phases and time frames):  
   Approx. 18 months after permits are approved.

8. Associated projects and relationship to larger project or series of projects:

9. If residential, include:
   - type (single-family, multiple-family (apartment or condominium) -- na
   - the number of units --
   - the size of units --
   - the number of bedrooms per unit --

10. If commercial, indicate:
    - type (general and/or professional office, medical office, retail sales, retail service, etc.) -- office
    - whether neighborhood, city, or regionally oriented -- City
    - square footage of building area -- 99,847 (Net)
    - nature of loading facilities provided -- ground level
    - days/hours of operation -- 24/7

11. If industrial, indicate:
    - type (heavy manufacturing, light manufacturing, research and development, warehousing and distribution, storage or mini-storage, etc.) -- na
    - estimated employment per shift and number of shifts
    - nature of loading facilities--
    - days/hours of operation

12. If institutional, indicate:
    - estimated employment per shift and number of shifts
    - estimated occupancy --
    - nature of loading facilities provided --
    - days/hours of operation --
    - community benefit to be derived from the project

3  

197
13. Indicate if project requires:

Conditional Use Permit--

Rezoning application (Zone Change)--

Zone Text Amendment--

Development Agreement--

other application (indicate application type(s)) --

14. Existing land uses of the subject site and surrounding properties:

Subject property: office

North: office

East: office

South: office

West: hotel

15. Physical Site:

Will the project modify existing natural features? No

Estimated cubic yards of grading involved in the project: Cut= 9,000cy + Fill= 9,000 cy -

16. Will any permits (including a Hazardous Materials Business Plan) be required from agencies other than the City? (please explain) No

17. Will the project use, store, or dispose of potentially hazardous chemicals, materials, toxic substances, flammables or explosives? (please explain) No

If yes to either 16 or 17 please describe in detail on a separate sheet.

18. Other public agencies whose approval is required: (e.g., permits, financing, approval or participation agreement, etc.) No

C. ENVIRONMENTAL SETTING

1. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach and label photographs of the site and surrounding area.

   * The site is currently vacant after a office building was demolished in 2003. The existing parking structure on the north end of the site remains.

2. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach and label photographs of the site and surrounding area.
The surrounding sites are fully built out with little landscaping with these older projects. Nearby building are industrial & office uses.

D. AFFIDAVITS

NOTE: Separate Affidavits must be submitted if there are multiple owners.

OWNER'S AFFIDAVIT

I, We ___898 Sepulveda Associates, LLC_ being duly sworn deposite and say that I/we the OWNER of the property involved in this application and that I/we have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information documents and all plans attached Hereto are in all respects true and correct to the best of my/our knowledge and belief.

SEE ATTACHED SIGNATURE PAGE

Signature _______________ Date _______________

STATE OF CALIFORNIA, )
County of Los Angeles )ss.

On his _______________ day of _______________ 20__, before me, the undersigned Notary Public in and for said County and State, personally appeared Known to me to be the person whose name _______________ subscribe to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

SEE ATTACHED ACKNOWLEDGMENT

Notary Public in and for said County and State
Date: Feb. 8, 2011

898 SEPULVEDA ASSOCIATES, LLC,
a Delaware limited liability company

By: TC Sepulveda, Inc.
a Delaware corporation,
its sole member

By: 
Name: Matthew J. Nickels III
Position: Executive Vice President
ACKNOWLEDGMENT

State of California
County of Orange

On Feb. 8, 2011 before me, R. Flandez, Notary Public

(insert name and title of the officer)

personally appeared Matthew J. Nickels, III who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

R. FLANDEZ
Commission # 1916162
Notary Public - California
Orange County
My Comm. Expires Jan 6, 2015
AGENT AUTHORIZATION

I hereby authorize CLIFF CHANDLER (TA ASGOL) to act for me in all matters relevant to this Application. I understand that this person will be the primary contact on the project and will be sent all information and correspondence.

[Signature]
Owner's Signature

21/09/11
Date

AGENT AFFIDAVIT

I, We CLIFF CHANDLER the undersigned, depose and say that (I am/We are) the AGENT(9) of the property involved in this application and that I(We) have familiarized myselfourselves with the rules and regulation of the City of El Segundo with respect to preparing and filing this Application and that the foregoing statements herein contained and the information of all documents and all plans, attached hereto are in all respects true and correct to the best of my/our knowledge and belief.

[Signature]
Applicant's Signature

05/09/2011
Date
APPLICATION FOR A DEVELOPMENT AGREEMENT

Environmental Assessment No: 911
Development Agreement No: II-01

Date: 2/8/2011

Applicant:

T A Associates Realty, c/o: Cliff Chandler
Name (Print or Type)
1301 Dove Street, Suite 860
Address
Newport Beach, California 92660
City/State/Zip

Check One:  Owner  ☐  Lessee ☐  Agent ☐
Property Owner

898 Sepulveda Associates, LLC
Name (Print or Type) c/o: David Drake
4 Park Plaza, Suite 700
Address
Irvine, California 92614
City/State/Zip

Representative of applicant: (i.e., attorney, expeditor, etc.)

T A Associates Realty, c/o: Cliff Chandler
Name (Print or Type)
1301 Dove Street, Suite 860
Address
Newport Beach, California 92660
City/State/Zip

(949) 852-2030  (949) 852-2031
Phone  Fax
chandler@tarealty.com  Fax

(949) 477-4731  (949) 477-9010
Phone  Fax
didrake@trammelcrow.com  Email

Signature

Signature

Signature
1. Describe the proposed project in its entirety. Included information on the type of construction proposed, material to be used, and type of uses involved (i.e., bank, general office, restaurant, etc.) Provide details on square footages, heights, number of stories, number of parking spaces, etc.

The primary purpose of this application is to extend the existing Development Agreement (DA) dated 3/20/2001 covering the property. The DA is requested to be extended a minimum of 5 years to allow for the planning process and project development.

The currently proposed project consists of the development of a 10 story or less (under 200' high) office building containing approximately 88,862 square feet of floor area ("net area" as allowed using a F.A.R. of .80) with the development being located at 883 North Sepulveda Boulevard, Parcel 1 of Parcel Map 11008, the "Property". A limited number of parking spaces will be provided on the project site with the remaining stalls being provided either below the proposed building or in the existing 7 level parking structure on the same lot - as shown on the enclosed plan. The current parking operation, supporting off-site airport parking, shall also be permitted to continue providing services to existing office building at 898 Sepulveda Blvd - the proposed office and facilities permitted by the property zoning as authorized by AUP No. 94-6. The actual program for the approximately 88,862 SF (net) development shall be developed in conjunction with an approved developer and will cover the type of construction, material to be used, parking operation and other amenities to be included in the project. Based on current Municipal Code (1:300 for office), the existing office will utilize up to 288 car stalls in the parking structure. The proposed development could utilize an additional 296 stalls if developed as an office or fewer if developed as a hotel project instead. The parking structure operator will utilize the remaining 254 stalls, or more in the case of a hotel development, to support off-site airport parking.

Currently the Property is zoned "CO", Corporate Office. The Property currently consists of an 111,059 square foot (2.55 Acres) parcel, a portion of which is developed with an existing approximately 838 space parking structure that will remain and will provide for some of the parking for the proposed facility. Adjacent to the Property is Parcel 2 which includes an approximately 87,603 square foot existing office building. Lastly the Property did contain a 12 story, 149,145 square foot office building which was demolished in 2003.
2. Provide a detailed explanation of how the proposed project is consistent with the goals, objectives, policies, and programs specified in the General Plan and Specific Plan sections. Specifically reference the applicable General Plan and Specific Plan sections.

The City's General Plan encourages the increase in commercial and professional uses such as offices and encourages innovative land development and design techniques to revitalize and upgrade commercial areas, making them part of a viable, attractive, and people-oriented commercial district. The General Plan also contemplates areas that have the flexibility to mix uses in an effort to provide synergistic relationships which have the potential to maximize economic benefits, reduce traffic impacts, and encourage pedestrian environments. The Project is wholly consistent with the intent of the General Plan.

Because the Property is located along Sepulveda Boulevard, a major commercial and transit corridor, the Project will rejuvenate this under-utilized property which currently provides few services to the City. The Project would stimulate the entire commercial corridor near the Project area, contributing to the development of a viable, attractive, and people-oriented commercial district. The Project's location offers many opportunities for mass transit with bus, shuttle services, and nearby Green Line Rail systems throughout the community reducing the reliance of personal vehicles by users of the completed project. The Property provides wide sidewalks along Sepulveda Boulevard that accommodate pedestrian travel to nearby shopping and restaurant uses, furthering the goal of creating a synergistic relationship with the community to maximize economic benefits, reduce traffic impacts, and encourage pedestrian environments.

3. Describe how the proposed project is compatible with the uses and regulations prescribed for the Zoning district in which it is located.

The Property is zoned CO, Corporate Office. Though the CO zone is primarily intended to provide for the development of office projects, the Municipal Code permits office use in the CO zone.

The 888 Sepulveda Blvd property currently consists of an 111,059 square foot parcel, a portion of which is developed with an existing approximately 838 space parking structure that will remain and continue to providing parking for the existing office building at 892 Sepulveda, commercial parking operation and the proposed facility. All other development standards for the Project - parking, landscaping, building height, FAR - are compatible with the CO zone. The project is therefore compatible with the uses and regulations prescribed for the CO zoning district in which the proposed facility is located. The current parking operation is also compatible with the CO zoning, with this use being covered by the Administrative Use Permit No. 94-6 (APU No. 94-6) issued in 1994.

4. Describe how the proposed project's design would be compatible and integrated with, and not be detrimental to, existing development on adjacent and surrounding neighboring properties.

The proposed Project is compatible with the surrounding uses and is situated to make use of the existing access point (driveway) on Sepulveda Blvd. The proposed facility shall also be designed to coordinate with the efficient use of the 7 level parking structure with a ground level access point the southeast corner of the garage reducing traffic movements out onto Sepulveda Blvd. The Property is located along Sepulveda Boulevard, a major commercial and transit corridor offering a variety of commercial and manufacturing services to the community such as banks, hotels, office, clothing, manufacturing and retail uses. The Project area therefore is mostly commercial in character. The Project will provide a passive commercial use similar to the neighboring office building and parking structure, and will provide a commercial use compatible with the services offered along Sepulveda Blvd. Further, the design of the Project will complement development in the immediate neighborhood in scale and style. The Project's design is intended to provide a compatible and tasteful architectural addition to the neighborhood. The style of the Project is intended to harmonize with the surrounding uses while maintaining a unique architectural style. The majority of parking for the facility will be located on-grade or in the adjacent 7 level parking structure, making the architectural features of the facility the focal point on the Property. The
project shall be less than 200' in height, which is consistent with the multi-floor office buildings along Sepulveda Boulevard. These elements will therefore be compatible with features in existing structures in the immediate area.

The Project will not have detrimental effects on the adjacent properties or the neighborhood. Instead, the Project allows the full development of the proposed use in a manner not detrimental to the particular area or to the public welfare. The existing site is currently undeveloped and therefore does not contribute to the community. This project is an urban infill development project located along a commercial corridor. The Project will contribute to the well-being of the City's residents by creating a cost, energy, and transportation efficient design with tasteful architectural features. The project will also benefit the community by maximizing valuable land and revitalizing an underutilized portion of the City. The Project therefore improves property in the Project vicinity by stimulating development on prime property in the City. The Property currently provides few services to the City by maintaining a partially vacant lot and a parking structure that serves an adjacent property. A well-designed, upscale Project that is compatible with existing neighboring uses will also enhance the neighborhood and stimulate growth and development in the area. Lastly, as noted in AUP No. 94-6, concerning the reduction in traffic around the site, provided the current parking structure operation continues.

5. Submit a scaled site plan showing the location and dimensions of all existing and proposed buildings, dimensions of property, abutting streets, utilities, easements, ingress and egress, parking areas, loading area, landscaping, etc., along with elevations, sections, floor plans, etc., all of existing and proposed buildings and structures. (See Plot Plan checklist).

Refer to the existing Development Agreement

6. Attach the proposed Development Agreement. The Development Agreement shall include the duration of the agreement, permitted uses of the property, density or intensity of use, maximum height and size of all buildings, and provisions for reservation or declaration of land for public purposes.

See Attached existing Development Agreement

NOTE: Separate Affidavits must be submitted if there are multiple owners.

OWNER'S AFFIDAVIT

I, We, being duly sworn depose and say that I/We

The OWNER of the property involved in this application and that I/we have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information documents and all plans attached hereto are in all aspects true and correct to the best of my/our knowledge and belief.

Signature

Date

STATE OF CALIFORNIA,
County of Los Angeles

)ss.
Date: Feb. 8, 2011

898 SEPULVEDA ASSOCIATES, LLC,
a Delaware limited liability company

By: TC Sepulveda, Inc.
a Delaware corporation,
its sole member

By: [Signature]
Name: Matthew J. Nickels III
Position: Executive Vice President
On this _______ day of ________, 20____, before me, the undersigned Notary Public
In and for said County and State, personally appeared __________________________
Known to me to be the person whose name __________________________ subscribe to the within
Instrument, and acknowledgement to me that he/she executed the same.
WITNESS my hand and official seal.

SEE ATTACHED ACKNOWLEDGMENT
Notary Public in and for said County and State
ACKNOWLEDGMENT

State of California
County of Orange

On Feb. 8, 2011 before me, R. Flandez, Notary Public

(insert name and title of the officer)

personally appeared Matthew J. Nickele, III who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

(Seal)
AGENT AUTHORIZATION

I hereby authorize CLIFF CHANDLER to act for me in all matters relevant to this application. I understand that this person will be the primary contact on the project and will be sent all information and correspondence.

[Signature]  2/10/11
Owner’s Signature  Date

AGENT AFFIDAVIT

I, WE CLIFF CHANDLER the undersigned, depose and say that (I am WE are) the AGENT(s) of the property involved in this application and that (I/WE) have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information documents and all plans attached hereto are in all aspects true and correct to the best of my/our knowledge and belief.

[Signature]  02/09/2011
Applicant’s Signature  Date
EL SEGUNDO CITY COUNCIL  
MEETING DATE: March 15, 2011  
AGENDA STATEMENT  
AGENDA HEADING: Special Order of Business-Public Hearing

AGENDA DESCRIPTION:
Consideration and possible action to open a public hearing and receive testimony regarding: 1) an Environmental Assessment for a Categorical Exemption; and 2) a Zone Text Amendment amending the El Segundo Municipal Code ("ESMC") as it relates to nonconforming buildings and structures and to allow administrative adjustments for nonconforming buildings for incidental life safety repairs or upgrades and reasonable access accommodations for persons with disabilities. Applicant: City Initiated (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Open Public Hearing;
2. Discussion;
3. Introduce and waive first reading of an Ordinance for Environmental Assessment No. EA 862 and Zone Text Amendment No. 10-02;
4. Schedule second reading and adoption of Ordinance on April 5, 2011; and/or
5. Alternatively, discuss and take other possible related action to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Draft Ordinance
2. Draft Ordinance (strike-out underline version)
3. Planning Commission staff report dated February 24, 2011 and attachments

FISCAL IMPACT: None

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ORIGINATED BY:  Kimberly Christensen, AICP, Planning Manager

REVIEWED BY:   Greg Carpenter, Director Planning and Building Safety

APPROVED BY:   Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
On February 24, 2011, the Planning Commission held a public hearing on the proposed Zone Text Amendment. After receiving testimony and documentary evidence, the Commission adopted Resolution No. 2689, recommending City Council approval of Environmental Assessment No. 862 and Zone Text Amendment No. 10-02.
I. **Background**

On February 11, 2010, Planning staff initiated an application to prepare amendments to the ESMC to clarify the City’s regulations to maintain, alter, expand, or rebuild a legal nonconforming building and clarify when buildings must comply with current ESMC regulations. The amendment is intended to update and clarify certain provisions of the nonconforming building and use regulations; to modify the standards to provide consistency with existing policies and procedures established through adopted Planning Commission interpretations, and to establish a process for exceptions from the ESMC to address life safety repairs and reasonable access accommodation requirements. Specifically, the proposed amendments will:

- Incorporate the interpretations of the Planning Commission into the ESMC.
- Limit reconstruction of nonconforming buildings that are damaged or destroyed by natural disaster without complying with current zoning regulations to one year from the occurrence of the damage or destruction (currently there is no time limit).
- Allow the maintenance, alteration, expansion or reconstruction of nonconforming buildings or uses with a demonstrable good faith attempt to bring a property or building into compliance with existing laws.
- Establish a maximum limit (50%) for the removal and replacement of the existing perimeter exterior walls of a nonconforming building or structure in order to maintain non-conforming rights.
- Allow flexibility to accommodate reasonable access accommodations for persons with disabilities and incidental life safety repairs or upgrades by allowing deviations from development standards.
- Establish an Administrative Adjustment process for deviations from the 50% wall maintenance standard for life safety repairs or upgrades.

**Planning Commission Interpretations:**

On March 11, 1999 the Planning Commission adopted a zoning interpretation for the repair and maintenance of nonconforming structures. The Planning Commission determined that the extent of maintenance to a nonconforming structure must be limited to fifty percent of the replacement value of the structure within a five-year period. The Planning Commission determined that maintenance repair work which exceeds fifty percent of the replacement value over a five (5) year period is considered new construction and is subject to all the applicable development standards.

On March 8, 2001 the Planning Commission adopted a zoning interpretation to establish in which cases an existing dwelling unit that is legal-nonconforming as to parking would be required to provide the additional garage area for an expansion or remodel project. A new dwelling unit requires a two-car garage and a new dwelling unit that is greater than 3,000 square-feet of area requires a three-car garage. The Planning Commission approved a determination for the new construction or enlargement of an existing structure when more than 50% of the exterior full walls are removed is to be considered a new structure and is subject to all the applicable development standards (e.g., a three-car garage must
be provided if the new dwelling unit exceeds 3,000 square feet).

The issue of when a building or structure is considered “new” versus “existing” continues to arise and the issue, in staff’s opinion should be clarified and made part of the Municipal Code.

II. Analysis

Planning staff reviewed existing non-conforming regulations as well as surveyed regulations for nonconforming buildings and uses of other cities to evaluate various options relating to non-conforming regulations.

Typically, cities allow the remodel or expansion of nonconforming buildings, provided that the proposed remodel or expansion does not exceed a maximum 10 to 50% of the building valuation of an existing building, estimated by the Building Official before the entire building or structure must be brought into full conformance with current regulations. Some cities combine both a valuation approach and a maximum limit on the square footage of a building that can be added or remodeled before an entire building or structure must be brought into conformance with current regulations. Other cities use a maximum percentage of building demolition.

The proposed amendments to ESMC Chapter 15-21 would allow for the addition, alteration, remodel or reconstruction of a nonconforming building or structure, provided that no more than fifty percent (50%) of the existing exterior perimeter walls (as defined) are removed, demolished or replaced as of the effective date of this Ordinance. If more than fifty percent (50%) of the existing perimeter walls and the foundation are removed, demolished, or replaced, the entire building or structure must be brought into conformity with all current development standards and laws. Furthermore, it would also clarify that the sole removal of exterior wall coverings, including wall insulation, electrical wiring, plumbing or interior plaster or drywall finishes would not require that the entire building be brought into conformity with all current development standards within the zone in which the property is located.

The Planning Commission interpretation adopted in 1999 based the 50% demolition and replacement maximum upon valuation. Planning staff recommends that the proposed amendment to the ESMC be based upon a measurement of 50% of the exterior perimeter wall height rather than use valuation. The use of valuation can be subject to some interpretation in determining the cost of construction. Alternatively, the use of exterior perimeter wall height provides certainty by simply measuring the linear distance of exterior perimeter walls being removed and the linear distance of exterior perimeter walls that are retained and calculating the percentage being retained. The draft zone text amendment includes the addition of a definition of “Exterior Perimeter Wall Height” to ESMC Chapter 15-1 to clarify what components of the exterior perimeter wall must be retained to qualify for meeting the minimum retention of 50% of the exterior perimeter
walls.

The proposed amendment to ESMC Chapters 15-21 and 15-24 would also allow the Director of Planning and Building and Safety to grant administrative adjustments for minor exceptions for building additions, alterations, remodel, or reconstruction in the reduction of the retention of the minimum fifty percent (50%) exterior perimeter wall height for life safety repairs or upgrades and to provide for reasonable access accommodations. This allows for minor deviations because of unforeseen life safety issues in the reconstruction and addition to existing buildings that would result in a building not meeting the necessary structural integrity for safety purposes. Both State and Federal law requires cities to allow reasonable access accommodations to remove unreasonable barriers to providing necessary access for persons with disabilities. This typically would be to accommodate access ramps, elevators, lifts and other devices to provide necessary ingress and egress to buildings. Necessary deviations from ESMC regulations may include intrusion into required setbacks, additional building height, or additional lot coverage.

This process is similar to the administrative adjustment process established for some deviations from parking standards and the decisions could be appealed to the Planning Commission.

Finally, the proposed amendment includes an amendment to the definition of building in ESMC Chapter 15-1 to clarify that a building must be permanently affixed to the ground, contain a roof and that shipping containers are not considered buildings.

The proposed amendments are provided in the attached draft ordinance in both an unmarked and a “strike-out, underline text” version to indicate the language that is being removed (text in strike-out) and the language that is being added (underlined text).

III. General Plan Consistency

The proposed Zone Text Amendment regarding nonconforming buildings and structures would conform to the General Plan as specified in the attached resolution.

IV. Environmental Review

As set forth in the proposed ordinance, this matter is categorically exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§15307, et seq., the “CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing zoning code and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. This Ordinance, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. Title 14, §§ 15301, 15303, and 15305.
V. Planning Commission Action

At its February 24, 2011 meeting, the Planning Commission reviewed the matter, considered the public testimony, and recommended to the City Council approval of Environmental Assessment No. EA-862 and Zone Text Amendment No. 10-02. No members of the public spoke at the Planning Commission meeting or submitted any written correspondence regarding this matter.

VI. Recommendation

Planning staff recommends that the City Council introduce and waive first reading of the attached draft Ordinance to approve Environmental Assessment No. EA-862. Second reading and adoption of the Ordinance would occur on April 5, 2011.
ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE ("ESMC") CHAPTERS 15-1 DEFINITIONS, 15-21 NONCONFORMING BUILDINGS AND USES, AND 15-24 ADJUSTMENTS.

(EA NO. 862 AND ZTA NO. 10-02)

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

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


B. A review of the El Segundo Municipal Code ("ESMC") shows that there are numerous updates that would be prudent to be made to various regulations for zoning and other, similar, matters;

C. This Ordinance is intended to update, clarify, and bring certain provisions of the City's nonconforming building and use regulations into conformance with current policies and procedures;

D. This process was initiated in order to remove the inequity of allowing certain nonconforming buildings and uses within the City to maintain, alter, expand or rebuild a legal nonconforming building or use with a demonstrable good faith attempt to either promptly bring the property or building in compliance with existing laws or continue using the nonconforming building or use;

E. There is a strong public interest in ensuring that such nonconforming uses and buildings be required to comply with current laws and regulations;

F. On February 24, 2011, the Planning Commission considered staff's recommendations and provided staff further direction;

G. On March 15, 2011, the City Council considered staff and Planning Commission recommendations;

H. Based upon the evidence collected during the public hearing before the Planning Commission, staff recommendations, evidence submitted during the City Council public hearing, and Council deliberations, it is in the public interest...
interest to adopt this Ordinance to amend the ESMC;

I. The ESMC amendments effectuated by this Ordinance are intended to strike a fair balance between business interests within certain parts of the City and the public's interest in applying the zoning regulations of the ESMC fairly and equitably.

SECTION 2: ESMC § 15-1-6 is amended to read as follows:

"15-1-6: DEFINITIONS:

* * * *

BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy that is permanently affixed to the ground and contains a roof. Shipping containers are not buildings.

* * * *

EXTERIOR PERIMETER WALL HEIGHT: The existing exterior perimeter wall consisting of the framing members, from and including the foundation and any basement walls, to and including the uppermost floor and top plate of a building. Any portions of the exterior wall for any floor level that is horizontally offset are also included.

* * * *

"15-21-3: GENERAL PROVISIONS: The following conditions apply to nonconforming uses and structures:

A. Safety: All nonconforming structures may undergo necessary maintenance to provide for their safe and habitable use.

B. Building Removal; Future Use: If any nonconforming building is voluntarily removed, every future use of the land on which the building is located must conform to this Code.

C. Unless otherwise provided by applicable law, a nonconforming residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established subject to the provisions of this title if a building permit is issued within twelve (12) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twelve (12) months.

D. Unless otherwise provided by applicable law, a nonconforming on residential use
occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner’s control may be re-established subject to the provisions of this title if a building permit is issued within twelve (12) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twelve (12) months.

E. Building Additions, Alterations, Remodel or Reconstruction: A nonconforming building or structure may be altered, restored, remodeled or reconstructed, or may include an addition, provided that no more than fifty percent (50%) of the existing original exterior perimeter wall height (as defined) is removed, demolished or replaced. If more than fifty percent (50%) of the existing perimeter wall height and the original foundation is removed, demolished, or replaced, the entire building or structure must be brought into conformity with all current development standards and laws. The foundation must not be removed and a minimum of fifty percent (50%) of the exterior perimeter walls must remain attached to the foundation at all times. Solely removing exterior wall coverings, including wall insulation, electrical wiring, plumbing or interior plaster or drywall finishes does not require that the entire building be brought into conformity with all current development standards within the zone in which the property is located.

F. Minor Exceptions for Building Additions, Alterations, Remodel, or Reconstruction: The Director of Planning and Building Safety may grant administrative adjustments for a reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height for life safety repairs or upgrades, regardless of whether those repairs or upgrades exceed the fifty percent (50%) threshold for nonconforming buildings set forth in this section. The upgrades must be incidental and necessary to protect public health and safety. The administrative adjustment must be granted before any removal of any exterior perimeter wall in excess of fifty percent (50%) occurs.”

**SECTION 4: ESMC § 15-21-5 is amended to read as follows:**

"**15-21-5: RESIDENTIAL RESTRICTIONS:** All legal or legal nonconforming structures within any residential zone, in existence as of the effective date hereof, which are now legal nonconforming or become legal nonconforming due to changes in the land use designation or zoning criteria under this title, are permitted to continue and remodel or rebuild, provided all of the following requirements are met:

A. Where a side yard setback is nonconforming, the width of the existing side yard cannot be decreased or made more nonconforming due to remodeling or reconstruction;

B. A nonconforming structure may expand, provided the expansion meets all the applicable criteria of this title; and
C. All new construction and additions where a building or structure is nonconforming and no more than fifty percent (50%) of the existing original exterior perimeter wall height and foundation below is removed, replaced or rebuilt in compliance with this Chapter."

SECTION 5: ESMC § 15-24-1 is amended to read as follows:

"15-24-1: GRANTING: Whenever a strict interpretation of the provisions of this title or its application to any specific case or situation pertaining to the following items would result in the unreasonable deprivation of the use or enjoyment of property, an adjustment or an administrative adjustment may be granted, subject to the following restrictions. Adjustments may be granted to allow:

A. A fence, wall, or hedge up to a maximum height of eight feet (8').
B. Architectural landscape features which exceed the standards set forth in Section 15-2-14 of this Title.
C. Signs which exceed the standards set forth in Chapter 18 of this Title.
D. Noise permits which exceed the standards set forth in Section 7-2-11 of this Code.
E. Parking and loading space standards as set forth in Chapter 15 of this Title.
F. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.
G. Deviation from development standards for reasonable access accommodations.

* * * * *

SECTION 6: ESMC § 15-24-4 is amended to read as follows:

"15-24-4: NECESSARY FINDINGS:

A. No adjustment shall be granted unless the following findings are made:

1. That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located;

2. That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property; and
3. That the proposed adjustment is consistent with the legislative intent of this title.

B. Reasonable Access Accommodations. In addition to the three (3) findings above, the following findings must be made before any action is taken to approve or deny a request for a deviation from development standards for reasonable access accommodations:

1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Act.

2. The request for reasonable accommodation is necessary to make specific housing available to an individual protected under the Act."

SECTION 7: ESMC § 15-24-6 is amended to read as follows:

"15-24-6: ADMINISTRATIVE REVIEW:

Requests for administrative adjustments must be reviewed by the director of planning and building safety or his/her designated representative. A decision on an administrative adjustment must be made and mailed to the applicant within ten (10) working days after the application is deemed complete. The director's decision is final unless appealed as provided by chapter 25 of this title. Notwithstanding any other provision of this chapter, no public hearing or notification is required for administrative adjustments. Administrative adjustments may be granted to allow:

A. Parking and loading space standards as set forth in Chapter 15 of this Title.

B. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.

C. Deviation from development standards for reasonable access accommodations."

SECTION 8: Environmental Assessment. The City Council determines that this Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "State CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing zoning code and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment, but rather will help reduce the impact of nonconforming uses on the environment. Accordingly, the proposed Ordinance constitutes a Class 1, Class 3, and Class 5 categorical exemption.
SECTION 9: Repeal or amendment of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 10: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 11: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 12: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of __________, 2011.

__________________________________________
Eric K. Busch, Mayor

ATTEST:

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________________________
Cindy Mortesen, City Clerk

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

__________________________________________
Karl H. Berger, Assistant City Attorney
ORDINANCE NO. ___

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE ("ESMC") CHAPTERS 15-1 DEFINITIONS, 15-21 NONCONFORMING BUILDINGS AND USES, AND 15-24 ADJUSTMENTS.

(EA NO. 862 AND ZTA NO. 10-02)

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

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


B. A review of the El Segundo Municipal Code ("ESMC") shows that there are numerous updates that would be prudent to be made to various regulations for zoning and other, similar, matters;

C. This Ordinance is intended to update, clarify, and bring certain provisions of the City’s nonconforming building and use regulations into conformance with current policies and procedures;

D. This process was initiated in order to remove the inequity of allowing certain nonconforming buildings and uses within the City to maintain, alter, expand or rebuild a legal nonconforming building or use with a demonstrable good faith attempt to either promptly bring the property or building in compliance with existing laws or continue using the nonconforming building or use;

E. There is a strong public interest in ensuring that such nonconforming uses and buildings be required to comply with current laws and regulations;

F. On February 24, 2011, the Planning Commission considered staff’s recommendations and provided staff further direction;

G. On March 15, 2011, the City Council considered staff and Planning Commission recommendations;

H. Based upon the evidence collected during the public hearing before the Planning Commission, staff recommendations, evidence submitted during the City Council public hearing, and Council deliberations, it is in the public
interest to adopt this Ordinance to amend the ESMC;

I. The ESMC amendments effectuated by this Ordinance are intended to strike a fair balance between business interests within certain parts of the City and the public's interest in applying the zoning regulations of the ESMC fairly and equitably.

SECTION 2: ESMC § 15-1-6 is amended to read as follows:

"15-1-6: DEFINITIONS:"

* * * *

BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy that is permanently affixed to the ground and contains a roof. Shipping containers are not buildings.

* * * *

EXTERIOR PERIMETER WALL HEIGHT: The existing exterior perimeter wall consisting of the framing members, from and including the foundation and any basement walls, to and including the uppermost floor and top plate of a building. Any portions of the exterior wall for any floor level that is horizontally offset are also included.

* * * *

"15-21-3: GENERAL PROVISIONS: The following conditions shall apply to nonconforming uses and structures:

A. Safety: All nonconforming structures may undergo necessary maintenance to provide for their safe and habitable use.

B. Building Removal; Future Use: If any nonconforming building is voluntarily removed, every future use of the land on which the building is located shall must conform to the provisions of this title this Code.

C. Restoration Of Damaged Building: A nonconforming building partially damaged or completely destroyed by fire, explosion or other casualty or act of God or the public enemy may be restored or rebuilt and the occupancy or use of the building or part which existed at the time of the partial or complete destruction may be continued subject to all other provisions existing at the time of original construction. Unless otherwise provided by applicable law, a nonconforming residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established subject to the
provisions of this title if a building permit is issued within twelve (12) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twelve (12) months.

D. Unless otherwise provided by applicable law, a nonconforming on residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established subject to the provisions of this title if a building permit is issued within twelve (12) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twelve (12) months.

E. Building Additions, Alterations, Remodel or Reconstruction: A nonconforming building or structure may be altered, restored, remodeled or reconstructed, or may include an addition, provided that no more than fifty percent (50%) of the existing original exterior perimeter wall height (as defined) is removed, demolished or replaced. If more than fifty percent (50%) of the existing perimeter wall height and the original foundation is removed, demolished, or replaced, the entire building or structure must be brought into conformity with all current development standards and laws. The foundation must not be removed and a minimum of fifty percent (50%) of the exterior perimeter walls must remain attached to the foundation at all times. Solely removing exterior wall coverings, including wall insulation, electrical wiring, plumbing or interior plaster or drywall finishes does not require that the entire building be brought into conformity with all current development standards within the zone in which the property is located.

F. Minor Exceptions for Building Additions, Alterations, Remodel, or Reconstruction: The Director of Planning and Building Safety may grant administrative adjustments for a reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height for life safety repairs or upgrades, regardless of whether those repairs or upgrades exceed the fifty percent (50%) threshold for nonconforming buildings set forth in this section. The upgrades must be incidental and necessary to protect public health and safety. The administrative adjustment must be granted before any removal of any exterior perimeter wall in excess of fifty percent (50%) occurs.”

SECTION 4: ESMC § 15-21-5 is amended to read as follows:

“15-21-5: RESIDENTIAL RESTRICTIONS: All legal or legal nonconforming structures within any residential zone, in existence as of the effective date hereof, which are now legal nonconforming or become legal nonconforming due to changes in the land use designation or zoning criteria under this title, shall be permitted to continue and remodel or rebuild, provided all of the following requirements are met:

A. Where a side yard setback is nonconforming, the width of the existing side yard shall not be decreased or made more nonconforming due to remodeling or
reconstruction; and

B. A nonconforming structure may expand, provided the expansion meets all the applicable criteria of this title; and

C. All new construction and additions where a building or structure is nonconforming and no more than fifty percent (50%) of the existing original exterior perimeter wall height and foundation below is removed, replaced or rebuilt in compliance with this Chapter.

SECTION 5: ESMC § 15-24-1 is amended to read as follows:

"15-24-1: GRANTING: Whenever a strict interpretation of the provisions of this title or its application to any specific case or situation pertaining to the following items would result in the unreasonable deprivation of the use or enjoyment of property, an adjustment or an administrative adjustment may be granted, subject to the following restrictions. Adjustments may be granted to allow:

A. A fence, wall, or hedge up to a maximum height of eight feet (8').

B. Architectural landscape features which exceed the standards set forth in Section 15-2-14 of this Title.

C. Signs which exceed the standards set forth in Chapter 18 of this Title.

D. Noise permits which exceed the standards set forth in Section 7-2-11 of this Code.

E. Parking and loading space standards as set forth in Chapter 15 of this Title.

F. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.

G. Deviation from development standards for reasonable access accommodations.

   * * * * *

SECTION 6: ESMC § 15-24-4 is amended to read as follows:

"15-24-4: NECESSARY FINDINGS:

A. No adjustment shall be granted unless the following findings are made:

A.1. That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located;
B. 2. That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property; and

C. 3. That the proposed adjustment is consistent with the legislative intent of this title.

B. Reasonable Access Accommodations. In addition to the three (3) findings above, the following findings must be made before any action is taken to approve or deny a request for a deviation from development standards for reasonable access accommodations:

1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Act.

2. The request for reasonable accommodation is necessary to make specific housing available to an individual protected under the Act."

SECTION 7: ESMC § 15-24-6 is amended to read as follows:

"15-24-6: ADMINISTRATIVE REVIEW:

Requests for administrative adjustments must be reviewed by the director of planning and building safety or his/her designated representative. A decision on an administrative adjustment must be made and mailed to the applicant within ten (10) working days after the application is deemed complete. The director's decision is final unless appealed as provided by chapter 25 of this title. Notwithstanding any other provision of this chapter, no public hearing or notification is required for administrative adjustments. Administrative adjustments may be granted to allow:

A. Parking and loading space standards as set forth in Chapter 15 of this Title.

B. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.

C. Deviation from development standards for reasonable access accommodations."

SECTION 8: Environmental Assessment. The City Council determines that this Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "State CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing zoning code and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings
required therefor. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment, but rather will help reduce the impact of nonconforming uses on the environment. Accordingly, the proposed Ordinance constitutes a Class 1, Class 3, and Class 5 categorical exemption.

SECTION 9: Repeal or amendment of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 10: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 11: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 12: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of __________, 2011.

ATTEST:

Eric K. Busch, Mayor

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Cindy Mortesen, City Clerk

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

Karl H. Berger, Assistant City Attorney
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC MEETING: February 24, 2011

SUBJECT: Environmental Assessment No. EA-862 and Zone Text Amendment (ZTA) No. 10-02

APPLICANT: City of El Segundo

PROPERTY OWNER: Various


PROPERTY INVOLVED: Citywide

I. Introduction

The Planning and Building Safety Department is requesting that the Planning Commission review the proposed ordinance that amends El Segundo Municipal Code ("ESMC") Chapters 15-1 Definitions, 15-21 Nonconforming Buildings and Uses, and 15-24 Adjustments. The proposed amendments to the ESMC would clarify the City's regulations to maintain, alter, expand, or rebuild a legal nonconforming building. Additional provisions are included to allow administrative adjustments for nonconforming buildings for incidental life safety repairs or upgrades and reasonable access accommodations for persons with disabilities.

II. Recommendation

Planning staff recommends that the Planning Commission review the facts as contained within this report and submitted during the public hearing, and then adopt Resolution No. 2669 recommending that the City Council approve Environmental Assessment No. 862 and Zone Text Amendment 10-02.

III. Background History and Analysis

On February 11, 2010, Planning staff initiated an application to prepare amendments to the ESMC to clarify the City's regulations to maintain, alter, expand, or rebuild a legal nonconforming building and clarify when buildings must comply with current ESMC regulations. The amendment is intended to update and clarify certain provisions of the nonconforming building and use regulations; to modify the standards to provide consistency with existing policies
and procedures established through adopted Planning Commission
interpretations, and to establish a process for exceptions from the ESMC to
address life safety repairs and reasonable access accommodation requirements:
Specifically, the proposed amendments will:

- Incorporate the interpretations of the Planning Commission into the ESMC.
- Limit reconstruction of nonconforming buildings that are damaged or
destroyed by natural disaster without complying with current zoning
regulations to one year from the occurrence of the damage or destruction
- Allow the maintenance, alteration, expansion or reconstruction of
nonconforming buildings or uses with a demonstrable good faith attempt to
bring a property or building into compliance with existing laws.
- Establish a maximum limit (50%) for the removal and replacement of the
existing perimeter exterior walls of a nonconforming building or structure.
- Allow flexibility to accommodate reasonable access accommodations for
persons with disabilities and incidental life safety repairs or upgrades by
allowing deviations from development standards.
- Establish an Administrative Adjustment process for deviations from the 50%
wall maintenance standard for life safety repairs or upgrades.

Planning Commission Interpretations:

On March 11, 1999 the Planning Commission adopted a zoning interpretation for
the repair and maintenance of nonconforming structures. The Planning
Commission determined that the extent of maintenance to a nonconforming
structure must be limited to fifty percent of the replacement value of the structure
within a five-year period. The Planning Commission determined that
maintenance repair work which exceeds fifty-percent of the replacement value
over a five (5) year period is considered new construction and is subject to all the
applicable development standards.

On March 8, 2001 the Planning Commission adopted a zoning interpretation to
establish in which cases an existing dwelling unit that is legal-nonconforming as
to parking would be required to provide the additional garage area for an
expansion or remodel project. A new dwelling unit requires a two-car garage and
a new dwelling unit that is greater than 3,000 square-feet of area requires a
three-car garage. The Planning Commission approved a determination for the
new construction or enlargement of an existing structure when more than 50% of
the exterior full height of the walls are removed is to be considered as a new
structure and is subject to all the applicable development standards (e.g., a
three-car garage must be provided if the new dwelling unit exceeds 3,000 square
feet).

The issue of when a building or structure is considered "new" versus "existing"
continues to arise and the issue, in staff’s opinion should be clarified and made
part of the Municipal Code.
Analysis:

Planning staff reviewed existing non-conforming regulations as well as surveying regulations for nonconforming buildings and uses of other cities to evaluate various options relating to non-conforming regulations.

Typically, cities allow the remodel or expansion of nonconforming buildings, provided that the proposed remodel or expansion does not exceed a maximum 10 to 50% of the building valuation of an existing building, estimated by the Building Official before the entire building or structure must be brought into full conformance with current regulations. Some cities combine both a valuation approach and a maximum limit on the square footage of a building that can be added or remodeled before an entire building or structure must be brought into conformance with current regulations.

The proposed amendments to ESMC Chapter 15-21 would allow for the addition, alteration, remodel or reconstruction of a nonconforming building or structure, provided that no more than fifty percent (50%) of the existing exterior perimeter wall height (as defined) is removed, demolished or replaced as of the effective date of this Ordinance. If more than fifty percent (50%) of the existing perimeter wall height and the original foundation is removed, demolished, or replaced, the entire building or structure must be brought into conformity with all current development standards and laws. Additionally, the proposed amendment would require that the foundation must not be removed and a minimum of fifty percent (50%) of the exterior perimeter walls must remain attached to the foundation at all times. Furthermore, it would also clarify that the sole removal of exterior wall coverings, including wall insulation, electrical wiring, plumbing or interior plaster or drywall finishes would not require that the entire building be brought into conformity with all current development standards within the zone in which the property is located.

The Planning Commission interpretation adopted in 1999 based the 50% demolition and replacement maximum upon valuation. Planning staff recommends that the proposed amendment to the ESMC be based upon a measurement of 50% of the exterior perimeter wall height rather than use valuation. The use of valuation can be subject to some interpretation in determining the cost of construction. Alternatively, the use of exterior perimeter wall height provides certainty by simply measuring the linear distance of exterior perimeter walls being removed and the linear distance of exterior perimeter walls that are retained and calculating the percentage being retained. A definition is proposed to be added to ESMC Chapter 15-1 to clarify what components of the exterior perimeter wall must be retained to qualify for meeting the minimum retention of 50% of the exterior perimeter walls. The proposed definition is as follows:
EXTERIOR PERIMETER WALL HEIGHT: The exterior perimeter wall consisting of the framing members, from and including the foundation and any basement walls, to and including the uppermost floor and top plate of a building. Any portions of the exterior wall for any floor level that is horizontally offset are also included.

The proposed amendment to ESMC Chapters 15-21 and 15-24 would also allow the Director of Planning and Building and Safety to grant administrative adjustments for minor exceptions for building additions, alterations, remodel, or reconstruction in the reduction of the retention of the minimum fifty percent (50%) exterior perimeter wall height for life safety repairs or upgrades and to provide for reasonable access accommodations. This allows for minor deviations because of unforeseen life safety issues in the reconstruction and addition to existing buildings that would result in a building not meeting the necessary structural integrity for safety purposes. State law requires cities to allow reasonable access accommodations to remove unreasonable barriers to providing necessary access for persons with disabilities. This typically would be to accommodate access ramps, elevators, lifts and other devices to provide necessary ingress and egress to buildings. Necessary deviations from ESMC regulations may include intrusion into required setbacks, additional building height, additional lot coverage, and removal of more than 50% of the exterior perimeter walls to retrofit a building for reasonable access accommodations.

This process is similar to the administrative adjustment process established for some deviations from parking standards and the decisions could be appealed to the Planning Commission.

Finally, the proposed amendment includes additional clarification to the ESMC definition of building that a building must be permanently affixed to the ground, contain a roof and that shipping containers are not considered buildings.

BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy that is permanently affixed to the ground and contains a roof. Shipping containers are not considered buildings.

After reviewing the existing provisions in the El Segundo Municipal Code, staff determined that the proposed amendments and additions to the Code as shown in Attachment “A” would provide for the appropriate regulation of nonconforming buildings and uses. The proposed amendments are provided in the attached draft ordinance in “strike-out, underline text” to indicate the language that is being removed (text in strike-out) and the language that is being added (underlined text).
IV. General Plan Consistency

The proposed Zone Text Amendment is consistent with the goals, objectives, and policies of the General Plan. Planning staff believes that the Planning Commission can make the findings in order to recommend City Council approval of the proposed amendment. This Zone Text Amendment conforms to the General Plan as specified in the attached resolution.

VI. Environmental Review

In accordance with requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations §15301 as a Class 1 categorical exemption (Existing Facilities) which consists of the operation, repair, maintenance or minor alteration of existing structures involving negligible or no expansion of the use, § 15303 as a Class 3 categorical exemption (New Construction or Conversion of Small Structures) which involves the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure, and § 15305 as a Class 5 categorical exemption (Minor Alterations in Land Use Limitations) which do not result in changes in land use or density.

VII. Conclusion

Staff recommends that the Planning Commission adopt Resolution No. 2689, which recommends that the City Council adopt the proposed ordinance which amends El Segundo Municipal Code ("ESMC") Chapters 15-1 Definitions, 15-21 Nonconforming Buildings and Uses, and 15-24 Adjustments.

VIII. Exhibits

A. Draft Planning Commission Resolution No. 2689
B. Draft Ordinance
C. Planning Commission ESMC Interpretation dated March 11, 1999
D. Planning Commission ESMC Interpretation dated March 8, 2001

Kimberly Christensen, AICP, Planning Manager
Planning and Building Safety

Greg Carpenter, Director
Planning and Building Safety
RESOLUTION NO. 2689

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE EL SEGUNDO MUNICIPAL CODE ("ESMC") CHAPTERS 15-1 DEFINITIONS, 15-21 NONCONFORMING BUILDINGS AND USES, AND 15-24 ADJUSTMENTS.

(EA NO. 862 AND ZTA NO. 10-02)

The Planning Commission of the City of El Segundo does resolve as follows:

SECTION 1: The Planning Commission finds and declares that:

A. On February 11, 2010, the City of El Segundo initiated an application for Environmental Assessment No. EA-862 and Zone Text Amendment No. 10-01 for amendments to El Segundo Municipal Code ("ESMC") Chapters 15-1 definitions, 15-21 nonconforming buildings and uses, and 15-24 Adjustments. A draft ordinance implementing the proposed zone text amendments is attached as Exhibit "A," and incorporated by reference;

B. The application was prepared and reviewed by the City's Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the ESMC;

C. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA"), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the "CEQA Guidelines"), and the City's Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

D. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before this Commission for February 24, 2011;

E. On February 24, 2011, the Commission held a public hearing to receive public testimony and other evidence regarding the application including, without limitation, information set forth in the staff report. Following the public hearing, the Commission considered the evidence; and

F. This Resolution, and its findings, are made based upon the evidence presented to the Commission at its February 24, 2011, hearing including, without limitation, the staff report submitted by the Planning and Building Safety Department.
SECTION 2: Factual Findings And Conclusions. The Commission finds that the proposed ordinance amends various parts of the ESMC regulating nonconforming buildings and uses, without limitation, as follows:

A. It affects all zones in the City of El Segundo.

B. It limits reconstruction of nonconforming buildings that are damaged or destroyed by natural disaster without complying with current zoning regulations to one year from the occurrence of the damage or destruction.

C. It establishes the minimum percentage of the existing original exterior perimeter wall height that must remain for a project to be defined as a remodel of a building and not defined as new construction.

D. It delegates authority to the Planning and Building Safety Director to approve limited reductions in required setback dimensions and exceed height limits for life safety or reasonable access accommodations for the disabled.

E. It clarifies the existing code requirements, improves code predictability, and adds more flexibility to address properties and uses with unique characteristics.

F. It establishes an administrative adjustment process to allow deviations affecting Nonconforming Buildings and Uses within the City.

G. It does not increase the permitted density of development in the City.

SECTION 3: General Plan Findings. As required under Government Code § 65454 the ESMC amendments proposed by the Ordinance are consistent with the City’s General Plan as follows:

A. The amendment to the El Segundo Municipal Code relating to the City's nonconforming use regulations conforms with several Land Use Element Goals, Objectives and Policies. Specifically, the amendment is consistent with Goal LU1, Objective LU1-2, and Policy LU1-2.2, in that the amendment to the El Segundo Municipal Code will prevent deterioration and blight within the City by maintaining property at all times in accordance with City of El Segundo codes.

B. The amendment to the El Segundo Municipal Code relating to the City's nonconforming use regulations conforms with Land Use Element Goal LU-1, Objective LU1-3 which allows for the continued operation and orderly conversion of
existing uses as they change to conform with the new land use regulations.

C. The amendment to the El Segundo Municipal Code relating to the City's nonconforming use regulations conforms with Land Use Element Goal LU5, Objective LU5-3 encouraging the rehabilitation of existing substandard blighted areas through the combined efforts of private and public sectors.

SECTION 4: Zone Text Amendment Findings. Based on the factual findings of this Resolution, the proposed Zone Text Amendment is necessary to carry out the proposed project and to amend regulations pertaining to nonconforming buildings and uses.

SECTION 5: Environmental Assessment. The Planning Commission determines that the proposed ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “State CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing zoning code and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment, but rather will help reduce the impact of nonconforming buildings and uses on the environment. Accordingly, the proposed Ordinance constitutes a Class 1 (existing facilities), Class 3 (new construction or conversion of small structures), and Class 5 (minor alteration in land use limitations).


SECTION 7: Reliance on Record. Each and every one of the findings and determination in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 8: This Resolution will remain effective until superseded by a subsequent resolution.

SECTION 9: The Commission Secretary is directed to mail a copy of this Resolution to any person requesting a copy.
SECTION 10: This Resolution may be appealed within ten (10) calendar days after its adoption. All appeals must be in writing and filed with the City Clerk within this time period. Failure to file a timely written appeal will constitute a waiver of any right of appeal.

PASSED AND ADOPTED this 24th day of February, 2011.

______________________________
David Wagner, Chairperson
City of El Segundo Planning Commission

ATTEST:

______________________________
Greg Carpenter, Secretary

Wagner
Fallhauer
Baldino
Barbee
Newman

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

By: ____________________________
Karl H. Berger, Assistant City Attorney
ORDINANCE NO. ____

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE (“ESMC”) CHAPTERS 15-1 DEFINITIONS, 15-21 NONCONFORMING BUILDINGS AND USES, AND 15-24 ADJUSTMENTS.

(EA NO. 862 AND ZTA NO. 10-02)

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

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


B. A review of the El Segundo Municipal Code (“ESMC”) shows that there are numerous updates that would be prudent to be made to various regulations for zoning and other, similar, matters;

C. This Ordinance is intended to update, clarify, and bring certain provisions of the City’s nonconforming building and use regulations into conformance with current policies and procedures;

D. This process was initiated in order to remove the inequity of allowing certain nonconforming buildings and uses within the City to maintain, alter, expand or rebuild a legal nonconforming building or use with a demonstrable good faith attempt to either promptly bring the property or building in compliance with existing laws or continue using the nonconforming building or use;

E. There is a strong public interest in ensuring that such nonconforming uses and buildings be required to comply with current laws and regulations;

F. On February 24, 2011, the Planning Commission considered staff’s recommendations and provided staff further direction;

G. On March 15, 2011, the City Council considered staff and Planning Commission recommendations;

H. Based upon the evidence collected during the public hearing before the Planning Commission, staff recommendations, evidence submitted during the City Council public hearing, and Council deliberations, it is in the public
interest to adopt this Ordinance to amend the ESMC;

I. The ESMC amendments effectuated by this Ordinance are intended to strike a fair balance between business interests within certain parts of the City and the public’s interest in applying the zoning regulations of the ESMC fairly and equitably.

SECTION 2: ESMC § 15-1-6 is amended to read as follows:

"15-1-6: DEFINITIONS:

* * * *

BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy that is permanently affixed to the ground and contains a roof. Shipping containers are not buildings.

* * * *

EXTERIOR PERIMETER WALL HEIGHT: The existing exterior perimeter wall consisting of the framing members, from and including the foundation and any basement walls, to and including the uppermost floor and top plate of a building. Any portions of the exterior wall for any floor level that is horizontally offset are also included.

* * * *

"SECTION 3: ESMC § 15-21-3 is amended to read as follows:

"15-21-3: GENERAL PROVISIONS: The following conditions apply to nonconforming uses and structures:

A. Safety: All nonconforming structures may undergo necessary maintenance to provide for their safe and habitable use.

B. Building Removal; Future Use: If any nonconforming building is voluntarily removed, every future use of the land on which the building is located must conform to this Code.

C. Unless otherwise provided by applicable law, a nonconforming residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner’s control may be re-established subject to the provisions of this title if a building permit is issued within twelve (12) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twelve (12) months.

D. Unless otherwise provided by applicable law, a nonconforming on residential use
occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established subject to the provisions of this title if a building permit is issued within twelve (12) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twelve (12) months.

E. Building Additions, Alterations, Remodel or Reconstruction: A nonconforming building or structure may be altered, restored, remodeled or reconstructed, or may include an addition, provided that no more than fifty percent (50%) of the existing original exterior perimeter wall height (as defined) is removed, demolished or replaced. If more than fifty percent (50%) of the existing perimeter wall height and the original foundation is removed, demolished, or replaced, the entire building or structure must be brought into conformity with all current development standards and laws. The foundation must not be removed and a minimum of fifty percent (50%) of the exterior perimeter walls must remain attached to the foundation at all times. Solely removing exterior wall coverings, including wall insulation, electrical wiring, plumbing or interior plaster or drywall finishes does not require that the entire building be brought into conformity with all current development standards within the zone in which the property is located.

F. Minor Exceptions for Building Additions, Alterations, Remodel, or Reconstruction: The Director of Planning and Building Safety may grant administrative adjustments for a reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height for life safety repairs or upgrades, regardless of whether those repairs or upgrades exceed the fifty percent (50%) threshold for nonconforming buildings set forth in this section. The upgrades must be incidental and necessary to protect public health and safety. The administrative adjustment must be granted before any removal of any exterior perimeter wall in excess of fifty percent (50%) occurs."

SECTION 4: ESMC § 15-21-5 is amended to read as follows:

"15-21-5: RESIDENTIAL RESTRICTIONS: All legal or legal nonconforming structures within any residential zone, in existence as of the effective date hereof, which are now legal nonconforming or become legal nonconforming due to changes in the land use designation or zoning criteria under this title, are permitted to continue and remodel or rebuild, provided all of the following requirements are met:

A. Where a side yard setback is nonconforming, the width of the existing side yard cannot be decreased or made more nonconforming due to remodeling or reconstruction;

B. A nonconforming structure may expand, provided the expansion meets all the applicable criteria of this title; and
C. All new construction and additions where a building or structure is nonconforming and no more than fifty percent (50%) of the existing original exterior perimeter wall height and foundation below is removed, replaced or rebuilt in compliance with this Chapter."

SECTION 5: ESMC § 15-24-1 is amended to read as follows:

"15-24-1: GRANTING: Whenever a strict interpretation of the provisions of this title or its application to any specific case or situation pertaining to the following items would result in the unreasonable deprivation of the use or enjoyment of property, an adjustment or an administrative adjustment may be granted, subject to the following restrictions. Adjustments may be granted to allow:

A. A fence, wall, or hedge up to a maximum height of eight feet (8').
B. Architectural landscape features which exceed the standards set forth in Section 15-2-14 of this Title.
C. Signs which exceed the standards set forth in Chapter 18 of this Title.
D. Noise permits which exceed the standards set forth in Section 7-2-11 of this Code.
E. Parking and loading space standards as set forth in Chapter 15 of this Title.
F. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.
G. Deviation from development standards for reasonable access accommodations.

SECTION 6: ESMC § 15-24-4 is amended to read as follows:

"15-24-4: NECESSARY FINDINGS:

A. No adjustment shall be granted unless the following findings are made:

1. That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located;

2. That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property; and
3. That the proposed adjustment is consistent with the legislative intent of this title.

B. Reasonable Access Accommodations. In addition to the three (3) findings above, the following findings must be made before any action is taken to approve or deny a request for a deviation from development standards for reasonable access accommodations:

1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Act.

2. The request for reasonable accommodation is necessary to make specific housing available to an individual protected under the Act.”

SECTION 7: ESMC § 15-24-6 is amended to read as follows:

“15-24-6: ADMINISTRATIVE REVIEW:

Requests for administrative adjustments must be reviewed by the director of planning and building safety or his/her designated representative. A decision on an administrative adjustment must be made and mailed to the applicant within ten (10) working days after the application is deemed complete. The director's decision is final unless appealed as provided by chapter 25 of this title. Notwithstanding any other provision of this chapter, no public hearing or notification is required for administrative adjustments. Administrative adjustments may be granted to allow:

A. Parking and loading space standards as set forth in Chapter 15 of this Title.

B. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.

C. Deviation from development standards for reasonable access accommodations.”

SECTION 8: Environmental Assessment. The City Council determines that this Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., “CEQA”) and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the “State CEQA Guidelines”) because it consists only of minor revisions and clarifications to an existing zoning code and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings required therefor. The proposed Ordinance is an action that does not have the potential to cause significant effects on the environment, but rather will help reduce the impact of nonconforming uses on the environment. Accordingly, the proposed Ordinance constitutes a Class 1, Class 3, and Class 5 categorical exemption.

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SECTION 9: Repeal or amendment of any provision of the ESMC herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 10: If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 11: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 12: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ________, 2011.

______________________________
Eric K. Busch, Mayor

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

___________________________
Cindy Mortesen, City Clerk

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

___________________________
Karl H. Berger, Assistant City Attorney
ORDINANCE NO.

AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE ("ESMC") CHAPTERS 15-1 DEFINITIONS, 15-21 NONCONFORMING BUILDINGS AND USES, AND 15-24 ADJUSTMENTS.

(EA NO. 862 AND ZTA NO. 10-02)

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

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


B. A review of the El Segundo Municipal Code ("ESMC") shows that there are numerous updates that would be prudent to be made to various regulations for zoning and other, similar, matters;

C. This Ordinance is intended to update, clarify, and bring certain provisions of the City’s nonconforming building and use regulations into conformance with current policies and procedures;

D. This process was initiated in order to remove the inequity of allowing certain nonconforming buildings and uses within the City to maintain, alter, expand or rebuild a legal nonconforming building or use with a demonstrable good faith attempt to either promptly bring the property or building in compliance with existing laws or continue using the nonconforming building or use;

E. There is a strong public interest in ensuring that such nonconforming uses and buildings be required to comply with current laws and regulations;

F. On February 24, 2011, the Planning Commission considered staff’s recommendations and provided staff further direction;

G. On March 15, 2011, the City Council considered staff and Planning Commission recommendations;

H. Based upon the evidence collected during the public hearing before the Planning Commission, staff recommendations, evidence submitted during the City Council public hearing, and Council deliberations, it is in the public
interest to adopt this Ordinance to amend the ESMC;

I. The ESMC amendments effectuated by this Ordinance are intended to strike a fair balance between business interests within certain parts of the City and the public's interest in applying the zoning regulations of the ESMC fairly and equitably.

SECTION 2: ESMC § 15-1-6 is amended to read as follows:

"15-1-6: DEFINITIONS:

* * * *

BUILDING: Any structure used or intended for supporting or sheltering any use or occupancy that is permanently affixed to the ground and contains a roof. Shipping containers are not buildings.

* * * *

EXTERIOR PERIMETER WALL HEIGHT: The existing exterior perimeter wall consisting of the framing members, from and including the foundation and any basement walls, to and including the uppermost floor and top plate of a building. Any portions of the exterior wall for any floor level that is horizontally offset are also included.

* * * *

SECTION 3: ESMC § 15-21-3 is amended to read as follows:

"15-21-3: GENERAL PROVISIONS: The following conditions shall apply to nonconforming uses and structures:

A. Safety: All nonconforming structures may undergo necessary maintenance to provide for their safe and habitable use.

B. Building Removal; Future Use: If any nonconforming building is voluntarily removed, every future use of the land on which the building is located shall must conform to the provisions of this title this Code.

C. Restoration Of Damaged Building: A nonconforming building partially damaged or completely destroyed by fire, explosion or other casualty or act of God or the public enemy may be restored or rebuilt and the occupancy or use of the building or part which existed at the time of the partial or complete destruction may be continued subject to all other provisions existing at the time of original construction. Unless otherwise provided by applicable law, a nonconforming residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established subject to the
provisions of this title if a building permit is issued within twelve (12) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twelve (12) months.

D. Unless otherwise provided by applicable law, a nonconforming on residential use occupying a structure that is damaged or destroyed by fire, earthquake, or other calamity beyond the property owner's control may be re-established subject to the provisions of this title if a building permit is issued within twelve (12) months of the occurrence of the damage or destruction. All nonconforming rights expire if a building permit is not issued within twelve (12) months.

E. Building Additions, Alterations, Remodel or Reconstruction: A nonconforming building or structure may be altered, restored, remodeled or reconstructed, or may include an addition, provided that no more than fifty percent (50%) of the existing original exterior perimeter wall height (as defined) is removed, demolished or replaced. If more than fifty percent (50%) of the existing perimeter wall height and the original foundation is removed, demolished, or replaced, the entire building or structure must be brought into conformity with all current development standards and laws. The foundation must not be removed and a minimum of fifty percent (50%) of the exterior perimeter walls must remain attached to the foundation at all times. Solely removing exterior wall coverings, including wall insulation, electrical wiring, plumbing or interior plaster or drywall finishes does not require that the entire building be brought into conformity with all current development standards within the zone in which the property is located.

F. Minor Exceptions for Building Additions, Alterations, Remodel, or Reconstruction: The Director of Planning and Building Safety may grant administrative adjustments for a reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height for life safety repairs or upgrades, regardless of whether those repairs or upgrades exceed the fifty percent (50%) threshold for nonconforming buildings set forth in this section. The upgrades must be incidental and necessary to protect public health and safety. The administrative adjustment must be granted before any removal of any exterior perimeter wall in excess of fifty percent (50%) occurs.”

SECTION 4: ESMC § 15-21-5 is amended to read as follows:

“15-21-5: RESIDENTIAL RESTRICTIONS: All legal or legal nonconforming structures within any residential zone, in existence as of the effective date hereof, which are now legal nonconforming or become legal nonconforming due to changes in the land use designation or zoning criteria under this title, shall be permitted to continue and remodel or rebuild, provided all of the following requirements are met:

A. Where a side yard setback is nonconforming, the width of the existing side yard shall not be decreased or made more nonconforming due to remodeling or recon
reconstruction; and

B. A nonconforming structure may expand, provided the expansion meets all the applicable criteria of this title; and

C. All new construction and additions where a building or structure is nonconforming and no more than fifty percent (50%) of the existing original exterior perimeter wall height and foundation below is removed, replaced or rebuilt in compliance with this Chapter."

SECTION 5: ESMC § 15-24-1 is amended to read as follows:

"15-24-1: GRANTING: Whenever a strict interpretation of the provisions of this title or its application to any specific case or situation pertaining to the following items would result in the unreasonable deprivation of the use or enjoyment of property, an adjustment or an administrative adjustment may be granted, subject to the following restrictions. Adjustments may be granted to allow:

A. A fence, wall, or hedge up to a maximum height of eight feet (8').
B. Architectural landscape features which exceed the standards set forth in Section 15-2-14 of this Title.
C. Signs which exceed the standards set forth in Chapter 18 of this Title.
D. Noise permits which exceed the standards set forth in Section 7-2-11 of this Code.
E. Parking and loading space standards as set forth in Chapter 15 of this Title.
F. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.
G. Deviation from development standards for reasonable access accommodations.

SECTION 6: ESMC § 15-24-4 is amended to read as follows:

"15-24-4: NECESSARY FINDINGS:

A. No adjustment shall be granted unless the following findings are made:

A.1. That the proposed adjustment would not be detrimental to the neighborhood or district in which the property is located;
B. That the proposed adjustment is necessary in order that the applicant may not be deprived unreasonably in the use or enjoyment of his property; and

C. That the proposed adjustment is consistent with the legislative intent of this title.

B. Reasonable Access Accommodations. In addition to the three (3) findings above, the following findings must be made before any action is taken to approve or deny a request for a deviation from development standards for reasonable access accommodations:

1. The housing, which is the subject of the request for reasonable accommodation, will be used by an individual protected under the Act.

2. The request for reasonable accommodation is necessary to make specific housing available to an individual protected under the Act."

SECTION 7: ESMC § 15-24-6 is amended to read as follows:

"15-24-6: ADMINISTRATIVE REVIEW:

Requests for administrative adjustments must be reviewed by the director of planning and building safety or his/her designated representative. A decision on an administrative adjustment must be made and mailed to the applicant within ten (10) working days after the application is deemed complete. The director's decision is final unless appealed as provided by chapter 25 of this title. Notwithstanding any other provision of this chapter, no public hearing or notification is required for administrative adjustments. Administrative adjustments may be granted to allow:

A. Parking and loading space standards as set forth in Chapter 15 of this Title.

B. Reduction of retention of a minimum of fifty percent (50%) of exterior perimeter wall height and/or deviation from development standards for life safety purposes.

C. Deviation from development standards for reasonable access accommodations."

SECTION 8: Environmental Assessment. The City Council determines that this Ordinance is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "State CEQA Guidelines") because it consists only of minor revisions and clarifications to an existing zoning code and specification of procedures related thereto and will not have the effect of deleting or substantially changing any regulatory standards or findings.
required therefor. The proposed Ordinance is an action that does not have the potential
to cause significant effects on the environment, but rather will help reduce the impact of
nonconforming uses on the environment. Accordingly, the proposed Ordinance
constitutes a Class 1, Class 3, and Class 5 categorical exemption.

SECTION 9: Repeal or amendment of any provision of the ESMC herein will not affect
any penalty, forfeiture, or liability incurred before, or preclude prosecution and
imposition of penalties for any violation occurring before, this Ordinance's effective date.
Any such repealed part will remain in full force and effect for sustaining action or
prosecuting violations occurring before the effective date of this Ordinance.

SECTION 10: If any part of this Ordinance or its application is deemed invalid by a court
of competent jurisdiction, the City Council intends that such invalidity will not affect the
effectiveness of the remaining provisions or applications and, to this end, the provisions
of this Ordinance are severable.

SECTION 11: The City Clerk is directed to certify the passage and adoption of this
Ordinance; cause it to be entered into the City of El Segundo's book of original
ordinances; make a note of the passage and adoption in the records of this meeting;
and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it
to be published or posted in accordance with California law.
SECTION 12: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ________, 2011.

_________________________
Eric K. Busch, Mayor

ATTEST:

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_________________________
Cindy Mortesen, City Clerk

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

_________________________
Karl H. Berger, Assistant City Attorney
ZONING CODE INTERPRETATION

SUBJECT: Repair and Maintenance of Non-conforming Structures.

SECTION #: 20.70.030

PAGE #: 290-291

On March 11, 1999, the Planning Commission determined that the extent of maintenance to a non-conforming structure shall be limited to fifty percent of the replacement value of the structure over any five (5) year period. The Zoning Code does not currently state how much construction work, which may include the voluntary removal of non-conforming structural elements, may be done to a non-conforming structure as necessary maintenance to provide for safe and habitable use.

Maintenance repair work which exceeds fifty-percent of the replacement value over a five (5) year period is considered new construction and is subject to the then applicable developments standards.

DATE: 12 March, 1999

BY: Bret B. Bernard, AICP, Director

AD: 99-5
Section 20.54.030 A.(1) of the Zoning Code requires a two-car garage for a single-family dwelling unit, unless the dwelling unit is greater than 3,000 square feet, in which case a three-car garage is required. The Zoning Code only requires a three-car garage for a new dwelling unit and not an expansion or enlargement of an existing unit. The Zoning Code does not define how much of a structure must remain for an expansion or remodel of a house to be considered a remodel instead of a new dwelling unit.

On March 8, 2001, the Planning Commission approved an interpretation of the Zoning Code (AD No. 01-2) that new construction or enlargement of an existing structure when more than 50% of the exterior walls are removed is to be considered as a new structure and is subject to the applicable development standards (e.g., a three-car garage must be provided if the new dwelling exceeds 3,000 square feet). The full height of the walls are to remain to be included in the required 50% of retained walls. This interpretation is to take effect on June 1, 2001.
# CITY OF EL SEGUNDO
## PAYMENTS BY WIRE TRANSFER
### 2/18/11 THROUGH 03/04/11

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### DATE OF RATIFICATION: 03/15/11

TOTAL PAYMENTS BY WIRE: **672,813.30**

Certified as to the accuracy of the wire transfers by:

**Deputy City Treasurer**

**Director of Finance**

**City Manager**

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 1, 2011 – 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor Busch at 5:00 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 COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

SPECIAL ORDER OF BUSINESS:

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

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

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

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): -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): -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

Council recessed at 6:50 p.m.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MARCH 1, 2011 - 7:00 P.M.

7:00 P.M. SESSION

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

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. Mayor Busch presented a Proclamation to the Tree Musketeers announcing March 12, 2011 as California Arbor Day.

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 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.

Sam Penia, Consolidated Disposal, spoke on his company’s services in El Segundo.

Dave Atkinson, resident, spoke regarding Item No. 8, eliminating some of the City’s Commission, Committees and Boards.

Teresa O’Brien, founding member of the Hyperion Citizen’s Forum, spoke against changing the meetings to quarterly meetings.

Mike Robbins, resident, spoke regarding yesterday’s Special City Council Meeting.
Marc Rener, resident, spoke regarding the Fire Initiative election, and City employees' salaries.

Jack Kenton, resident, spoke regarding Item No. 8, the City Committees, Commissions, and Boards.

Liz Garnholz, resident, spoke regarding the Aviation Safety Committee, and Item No. 8, the City Committees, Commissions, and Boards.

Loretta Frye, resident and volunteer, spoke regarding positive comments from senior citizens regarding last night's Council decision on the date of the election on the Fire Initiative.

A. PROCEDURAL MOTIONS

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

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

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

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

1. Approved Warrant Numbers 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. 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. Adopted Resolution No. 4715 approving the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement ("LA IMPACT JPA") and authorized the City's membership in the LA IMPACT Authority and authorized the City Manager to execute the JPA. (Fiscal Impact: None)

4. Adopted Plans and Specifications for the installation of surveillance equipment at the City Police Station. Project No.: PW 11-03 (Fiscal Impact: $100,000) Authorized staff to advertise the project for receipt of construction bids.

5. Approved Agreement No. 4126 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) Authorized 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.

6. PULLED FOR DISCUSSION BY COUNCIL MEMBER JACOBSON

MOTION by Council Member Brann, SECONDED by Council Member Fuentes to approve Consent Agenda Items 1, 2, 3, 4, and 5. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

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)

MOTION by Council Member Brann, SECOND by Mayor Busch 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. MOTION PASSED BY THE FOLLOWING VOTE: AYES: MAYOR BUSCH, MAYOR PRO TEM FISHER, COUNCIL MEMBER BRANN; NOES: COUNCIL MEMBERS JACOBSON AND FUENTES. 3/2

F. NEW BUSINESS

G. REPORTS – CITY MANAGER - NONE

H. REPORTS – CITY ATTORNEY – Announced that Council, in closed session by a 5/0 vote, authorized the City to intervene in a lawsuit currently in the San Francisco Superior Court identified on the agenda pursuant to Government Code §54956.9(c).

I. REPORTS – CITY CLERK - NONE

MINUTES OF THE REGULAR CITY COUNCIL MEETING MARCH 1, 2011 PAGE NO. 5
J. REPORTS – CITY TREASURER - NONE

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes – Reported on the event last evening at the Flight Path at LAX for a new Commissioner.

Council Member Brann – NONE

Council Member Jacobson – Reported on the event last evening at the Flight Path at LAX for a new Commissioner.

Mayor Pro Tem Fisher – NONE

Mayor Busch –

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

Council consensus to return to Committees, Commissions, and Boards to get their input on meeting schedules and report back to Council at a later date.

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to receive and file report. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

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.

Peggy Tyrell, resident, requested an update on the Residential Sound Insulation Program.

Jack Kenton, resident, spoke, regarding free airplane rides for children at the Torrance Western Museum of Flight on March 12, 2011.

Marc Rener, resident, spoke regarding Los Angeles County Fire proposal and asked if there was an update to the proposal.

Loretta Frye, resident, spoke regarding volunteerism in the community.

MEMORIALS – NONE
CLOSED SESSION – NONE

ADJOURNMENT at 8:02 pm.

______________________________
Cathy Domann, Deputy City Clerk
AGENDA DESCRIPTION:

Consideration and possible action regarding the approval of a Memorandum of Agreement with the Regional Terrorism Information Integration System (RTIIS) participating agencies for El Segundo's continued participation in the Los Angeles Regional Integrated Law and Justice Project and authorize the City Manager to execute the appropriate documents. Additionally, authorize funding to configure and merge CopLink data to the Tiburon Records Management System (RMS). (Fiscal Impact: $51,000)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute an amended Memorandum of Agreement, approved as to form by the City Attorney, between the City of El Segundo and RTIIS;

2. Authorize the use of previously identified and approved monies from the equipment replacement fund to pay the costs necessary to configure and merge police COPLINK data from the West Covina Service Group RMS to the Tiburon RMS in an amount not to exceed $50,910.

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

ATTACHED SUPPORTING DOCUMENTS:

Memorandum of Agreement for the LA Regional Integrated Law and Justice Project among the Regional Terrorism Intelligence and Integration System participating agencies

FISCAL IMPACT: None

Amount Budgeted: $50,910
Additional Appropriation: N/A
Account Number(s): 601-400-3101-8105

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

BACKGROUND AND DISCUSSION:

In November 2007, the El Segundo Police Department entered into an agreement with forty-seven other law enforcement agencies to share law enforcement information from their records database systems. City Attorneys from multiple cities worked numerous hours with attorneys from the County of Los Angeles and other agencies to develop the original agreement between the law enforcement agencies representing the eighty-eight independent cities and the unincorporated areas of Los Angeles County. El Segundo contributes law enforcement records
information to the COPLINK database and is able to access more than two hundred million records to assist with its crime and terrorism investigations. The City of El Segundo was able to join and participate in the Los Angeles Regional Integrated Law and Justice Project (LARILJP) at no cost. Grant funds from the Los Angeles County Sheriff Department (LASD) and the Los Angeles Police Department (LAPD) paid for the integration of the El Segundo’s database to the RTIIS and for the first three years of system maintenance. The maintenance agreement will expire in August 2012.

The original Memorandum of Agreement among the RTIIS agencies established the guidelines to regulate the sharing of information. The Memorandum of Agreement identified the purpose of the system, the criteria for agencies’ participation, the rules for the contribution and dissemination of information, the ownership and audit requirements of information, and other terms, conditions, policies and procedures of the system. A LARILJP Governance Committee comprised of representatives from LASD, LAPD, and three Chiefs of Police from the independent cities received the authority to accept agencies into the RTIIS with a simple majority vote. The current Agreement requires the simple majority vote of all forty-seven RTIIS agencies to connect to other cooperating law enforcement sharing initiatives such as Orange, San Diego and San Bernardino Counties.

The proposed amended Memorandum of Agreement gives the LARILJP Governance Committee the power of attorney for the forty-seven participating agencies to sign Intergovernmental Agreements to share information with other counties and cities in California and the nation; gives the Los Angeles County Counsel the power to act as the legal representative of the forty-seven participating agencies in the matters of the RTIIS; gives the Governance Committee the authority to seek grant funding for the continued maintenance of the RTIIS and/or to discuss funding models for future maintenance costs by the participating agencies.

Intergovernmental Agreements with other California counties and regional groups from Oregon, Washington and Arizona would represent the addition of another ninety-five million searchable documents. There are also future plans to link the RTIIS with the Federal Bureau of Investigation’s Law Enforcement National Data Exchange network (N-DEX). This would significantly enhance the situational awareness of patrol officers, the investigative resources of detectives and the analysis of crime trends and terrorist threats throughout the region. The Los Angeles Sheriff Department and Los Angeles Police Department directed millions of dollars to establish and maintain the COPLINK data sharing project from 2007 to August 2012 without a cost to the contributing independent agencies. They cannot continue to support the independent cities in the RTIIS without funding from the cities or from grant sources. The amendments to the Agreement would give authority to the Governance Committee to seek additional funding from Federal and State grant sources and to discuss funding models if individual cities must contribute funds to maintain the system.

Knowledge Computing Corporation (KCC) distributed, maintained and updated the COPLINK software in 2007 at the inception of the Los Angeles Regional Integrated Law and Justice Project; KCC has since been acquired by another company, i2. The amended Agreement eliminates an indemnification clause in the original Memorandum of Agreement wherein KCC and the participating agencies indemnified, held harmless and defended each other from and against any and all liability, claims, administrative proceedings, losses, expenses, injuries or damages. The amended Memorandum of Agreement maintains a Hold Harmless clause that
holds Source Agencies harmless for any information in COPLINK, or any action taken as a result of that data.

The City of El Segundo can withdraw from the LARILJP and RTIIS at any time. If the City of El Segundo does not approve the amended Memorandum of Agreement the Police Department would discontinue the contribution of data to the RTIIS and would lose its ability to access shared information in the database. The Police Department would make a decision to leave its current data in the system or pay to remove it. Staff recommends that the City Council approve the amended Memorandum of Agreement.

In September 2010, the El Segundo Police Department transitioned from the West Covina Services Group RMS to the Tiburon RMS as a result of contracting with the South Bay Regional Public Communications Authority. Due to this transition, it is necessary to configure and merge police COPLINK data from the West Covina Services Group RMS to the Tiburon RMS. Although the initial set up and integration was paid via grant funds, the efforts to configure and merge a new data source will be completed by KCC at a cost of $50,910.

This data source configuration and merge must occur for El Segundo’s continued involvement and access to COPLINK data. Therefore, in addition to approving the amended Memorandum of Agreement, Staff requests that City Council approve to fund the configuration and data merger efforts. Equipment replacement funds were previously identified and approved by City Council to pay the expenses necessary for the transition to the South Bay Regional Public Communications Authority.
MEMORANDUM OF AGREEMENT
FOR THE
LOS ANGELES REGIONAL INTEGRATED LAW AND JUSTICE
PROJECT
AMONG THE
REGIONAL TERRORISM INTELLIGENCE AND INTEGRATION
SYSTEM PARTICIPATING AGENCIES

I) Overview

a) **Background:** The mission of the Los Angeles Regional Integrated Law and Justice Project ("LARILJP") is to coordinate the development and implementation of a regional justice information sharing system that will allow law enforcement agencies throughout Los Angeles County, as well as law enforcement agencies in other regions of the State and beyond which have entered into Intergovernmental Agreements (IGA's), to share information in their case and records management systems. The goal is to protect the total community by efficiently and effectively providing accessible, accurate information for the speedy investigation and apprehension of terrorists and other law violators. The sharing of information shall be achieved through the COPLINK System ("COPLINK"). A "Contractor" (currently "i2") shall install and maintain COPLINK.

b) **Intended Benefits:** By sharing public safety information, LARILJP participating agencies and other participating agencies as approved through IGA's ("Agencies" or Agency") will be able to improve their responses to terrorism and community crime. COPLINK provides sophisticated analytical tools that will allow authorized users to discover links and relationships by providing consolidated data across Los Angeles County. This will allow Agencies to solve previously "unsolvable" incidents and investigate serial criminal activity.

c) **Purpose:** The purpose of this agreement ("Agreement") is to outline conditions under which the Agencies will share and use information in COPLINK. By signing this Agreement, Agencies, as well as all individuals who operate or use COPLINK, agree to adhere to the guidelines specified in this Agreement.

d) **Agency Participation:** The LARILJP is a cooperative venture of justice agencies in Los Angeles County, California. Any law enforcement agency in Los Angeles County may apply to participate in LARILJP. To participate in LARILJP and have
access to COPLINK, an Agency applicant shall apply to the LARILJP Governance Committee by submitting a proposal that outlines its intended use of COPLINK, the type of data it intends to contribute, and any other information requested by the Governance Committee. A simple majority vote of approval of the Governance Committee is required to approve an Agency’s participation in COPLINK. Once approved, each Agency will proactively cooperate with other participating Agencies, the Contractor, and its own system vendors and or maintenance contractors to facilitate:

1) Network access and connectivity
2) Data extracts for engineering and testing purposes
3) Production extracts
4) Required modifications to their source systems
5) Regular data updates as agreed to during the design process
6) Timely review and approval of design documents and test results

e) **Agency Withdrawal:** An Agency may withdraw from participation in COPLINK at any time by providing written notice to the LARILJP Governance Committee. If an Agency wishes its data withdrawn from COPLINK, the withdrawing Agency shall contact the Contractor and request data removal. The withdrawing Agency is responsible for the cost associated with the removal of its data from COPLINK.

**II) AUTHORIZED RELEASE OF INFORMATION**

a) **Sharing of Information:** Each Agency authorizes the release of information residing in its records management system to all users of COPLINK as permitted by law. It is the responsibility of each Agency to specify which data to share, as well as any special requirements that may apply to certain kinds of information. An Agency that does not want certain data made available from its records management system to COPLINK is responsible for placing the appropriate restriction indicator on the underlying data in the agency’s internal records management system or database.

Under the authority of this Agreement, all RTIIS Member Agencies grant their authorization to the RTIIS Governance Committee and the Committee Chair for the limited purpose of executing IGA’s as approved by the County Counsel acting
Regional Terrorism Intelligence and Integration System – COPLINK

Memorandum of Agreement

as the Legal Representative of the RTIIS. When those Agreements are approved as authorized, they will not require further review or approval by each participating agency. Such IGA’s shall have no material changes adversely affecting the participating agencies included in this Agreement.

California law prohibits the release of victim information in specific sex related crimes, sealed juvenile records, and the release of summary criminal history to unauthorized persons.

b) Limitation on Information Sharing: Information contributed by each Agency shall only be shared with or released to those Agencies that have entered into this Agreement or any approved IGA. Only authorized Agency employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in the COPLINK System.

c) Liability: Each Agency is solely responsible for any and all liability, claim, administrative proceedings, losses, expenses or any injury, including death or damage of any kind whatsoever, whether actual, alleged or threatened, including actual attorney fees, court costs, interest, defense costs and expenses associated there with including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of the Agency’s use of the COPLINK system and/or its performance under this Agreement.

d) Internal Audit: Each Agency shall name a System Administrator, who shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit.

III) INFORMATION OWNERSHIP

a) Ownership: Each Agency retains control of all information it provides through COPLINK. Each Agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency shall use its best efforts to insure the completeness and accuracy of its source data.
Regional Terrorism Intelligence and Integration System – COPLINK

Memorandum of Agreement

b) Unauthorized Requests: Requests for information in COPLINK that is not authorized for viewing will be referred to the Agency that authored or originated the requested information ("Source Agency").

c) Prohibition Against Release of Information: No Agency nor Authorized User shall release or make available any information it has accessed to any person or entity not authorized to access the COPLINK system, or to any third party without the prior written approval of the Source Agency, or as required by law.

d) Public Record Requests, Subpoenas and Court Orders: Any Agency receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK authored by or originated by another Agency shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency System Administrator.

IV) UNDERSTANDING ON ACCURACY OF INFORMATION

a) Accuracy of Information: Agencies agree that the data maintained in COPLINK consists of information assumed to be accurate. Agencies will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise from multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.

b) Timeliness of Information: Each Agency shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agencies recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency's data.

c) Hold Harmless: To the extent permitted by law, Agencies agree to hold Source Agencies harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information
Regional Terrorism Intelligence and Integration System – COPLINK

Memorandum of Agreement

... contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

V) USER ACCESS

a) Login Application Process: Each Agency's System Administrator is responsible for management of user accounts at that Agency. Each Agency agrees that all Authorized Users shall be current employees and be authorized to review criminal history data for legitimate purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

b) Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

c) Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system.

d) Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the mission of the LARILJP. Authorized Users acknowledge that the information COPLINK will be shared and used for authorize purposes only as permitted by law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

e) Limitations on Use of Logons: An Authorized User may not access COPLINK by using a name or password that was assigned to another user. An authorized User cannot give his or her password to another person, including another user, to access the system.

f) Audit Trail: Each transaction on COPLINK is logged and an audit trail is created. Each Agency System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing by the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.
Regional Terrorism Intelligence and Integration System – COPLINK

Memorandum of Agreement

g) Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, fail to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

VI) CONFIDENTIALITY OF INFORMATION

a) Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. The Information will otherwise be kept confidential.

b) Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.

c) Removal or Expungement of Records: LARILJP shall determine a schedule for record deletion, removal expungement, and other edits. Any Agency that seeks to edit a record sooner than the scheduled time shall contact the Contractor directly and arrange for the change to be manually processed.

VII) SYSTEM ACCESS

a) Network Access: Access to COPLINK will be provided by a private network maintained by the Los Angeles County Sheriff's Department or any other secure network configuration that is mutually acceptable to the member agencies or others with which an approved IGA has been executed.

b) System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII) SYSTEM MAINTENANCE

a) Under the authority of this Agreement, all RTIIS Member Agencies grant their authorization to the RTIIS Governance Committee and the Committee Chair for the limited purpose of implementing a business model or funding mechanism for ongoing maintenance of the RTIIS system. Upon that business model or funding mechanism being identified, it may be implemented without further review or approval by each participating agency, to sustain the integrity of the RTIIS system.
Regional Terrorism Intelligence and Integration System – COPLINK

Memorandum of Agreement

IX) AGREEMENT TERMS

a) **Term:** This agreement will commence on the date that it is adopted by the first LARILJP participating Agency, and shall last until the last Agency withdraws, pursuant to section i.e. of this agreement.

b) **Changes to Agreement:** Additional law enforcement agencies may be added to LARILJP by signing an amended copy of the Agreement, accepting its terms and conditions, and obtaining an approval by a simple majority of the LARILJP Governance Committee. Based on ongoing monitoring of COPLINK, Agencies may propose other changes to this Agreement. Such proposals require the approval of a simple majority of the participating Agencies.

c) **Supplemental Policies:** An Agency may add individual guidelines for its own computers or networks providing they do not conflict with the provisions of this agreement.

d) **Sanctions for Non-Compliance:** Any Agency that violates the guidelines of this may be disconnected from the COPLINK system. The Agency will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency. All disputes concerning access shall be determined by a simple majority vote of the LARIJP Governance Committee.

X) SIGN-OFF EXECUTION OF AGREEMENT

By executing this agreement, each Agency acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The individual executing this Agreement certifies that the person signing it is authorized by its Party to bind the represented agency to the terms and conditions of this amended Agreement. This Memorandum of Agreement may be executed in one or more counterparts, each of which will deemed an original, but all of which together will constitute one and the same instrument. A complete original will be kept on file with the Los Angeles County Police Chiefs' Association. For all other purposes, facsimile signatures are acceptable as originals.
Regional Terrorism Intelligence and Integration System – COPLINK

Memorandum of Agreement

CITY OF EL SEGUNDO

__________________________  ______________________
City Representative                  Date

__________________________
Print Name

__________________________
Title

__________________________  ______________________
City Attorney                  Date
AGENDA DESCRIPTION:

Consideration and possible action regarding authorization for the Police Department to replace two Crown Victoria K9 patrol vehicles with new Ford Crown Victoria cars piggybacking on an existing Los Angeles County Sheriff's Department contract. (Fiscal Impact: $66,400)

RECOMMENDED COUNCIL ACTION:

1. Authorize the Police Department to replace two Ford Crown Victoria vehicles, currently overdue for replacement in the equipment replacement fund, with new Ford Crown Victoria cars.

2. Pursuant to El Segundo Municipal Code 1-7-10, waive the bidding process authorizing staff to issue a purchase order piggybacking on an existing Los Angeles County Sheriff's Department contract to purchase and outfit two Ford Crown Victoria vehicles in an amount not to exceed $66,400.

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

ATTACHED SUPPORTING DOCUMENTS:

S.B.R.P.C.A. Service quote
Wondries Fleet Group Quote

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $66,400
Additional Appropriation: N/A
Account Number(s): 601-400-3101-8105

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

BACKGROUND AND DISCUSSION:

The two current K9 patrol units are 2003 Ford Crown Victoria vehicles that were due for replacement in 2006. These K9 cars have now exceeded their replacement life by several years and both vehicles have high mileage. In addition, K9 units are required to remain running while parked to allow continued operation of the air conditioner to maintain a cool environment inside the vehicle for the safety of the police dogs. Running the vehicle while parked equates to potentially hundreds more hours of engine use although the mileage may remain at a level average to the regular police units. El Segundo vehicle maintenance staff recommends both K9 units be replaced due to their age, the amount of engine hours, and continual and ongoing maintenance and service issues. Staff recommends purchasing these two vehicles under an
existing contract from Bob Wondries Ford. The purchase would “piggy-back” on an existing Los Angeles County Sheriff RFP (Requisition No. RQN-SH-11004981).

Due to the specialized needs and equipment, specifically the cage, required for a police K9 vehicle, regular patrol cars cannot be utilized when a K9 car is out of service. Therefore, when one of these K9 units is out of commission for maintenance or service, the police dog is unable to work. In the event of a major mechanical failure or traffic collision damage, the police dog may be unavailable for an extended period. To alleviate this problem, although the two current K9 cars are no longer suitable for everyday police use, police staff and city mechanics recommend maintaining one of these vehicles as a spare K9 unit.
February 23, 2011

Sgt. Jeff Leyman
El Segundo Police Department
350 Main St.
El Segundo, CA 90245
Delivery Via Email

Dear Sgt. Leyman,

In response to your inquiry, we are pleased to submit the following for your consideration:

Wondries Fleet Group will sell, service and deliver at El Segundo, new/unused 2011 Crown Victoria Police Interceptor sedans responding to your requirement with the attached specifications for:

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<th>Price</th>
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<tr>
<td>Vehicle</td>
<td>$22,140.00</td>
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<tr>
<td>Locally installed ballistic panels</td>
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<td>Total</td>
<td>$24,740.00 each plus State Sales Tax and $8.75 tire tax (non-taxable).</td>
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These vehicles are available under the Los Angeles County PO# DPO-SH-11321410-1.

Delivery is 15 days A.R.O. Stock units are currently available. Final availability is subject to prior sale. Terms are net 20 days.

Wondries Fleet Group has served Southern California Law Enforcement since 1949. We welcome the opportunity to assist you in your vehicle requirements.

John Oviyach
Wondries Fleet Group
**SERVICE QUOTE**

**S. B. R. P. C. A.**
South Bay Regional Public Communications Authority
4440 W. Broadway
Hawthorne, CA 90250-3857

(310) 973-1802 Fax: (310) 978-0892
Fed ID: 95-3142625

**To:** EL SEGUNDO POLICE DEPT
348 MAIN STREET
EL SEGUNDO CA 90245

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SOME PARTS PROVIDED BY PD TO INSTALL, NO LABOR CHARGES TO ASSEMBLE OR REMOVE PARTS FOR

*NOTE*
PRICE IS PER CAR. THIS IS NOT FOR 2 COMPLETE CARS

---

Quote No: 5670
Date: 02/10/2011
S. B. R. P. C. A.
South Bay Regional Public Communications Authority
4440 W. Broadway
Hawthorne, CA 90250-3857
(310) 973-1802       Fax: (310) 978-0892
Fed ID: 95-3142625

To:   EL SEGUNDO POLICE DEPT
       348 MAIN STREET
       EL SEGUNDO CA 90245

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Subtotal  4,220.67
Sales Tax  358.87
Shipping & Handling  0.00
TOTAL  4,579.54
**LOS ANGELES COUNTY**
**SHERIFF**
**PURCHASE ORDER**

**BILL TO:**
SHERIFF  
FISCAL ADM - ACCOUNTS PAYABLE  
4700 RAMONA BLVD  
ROOM 310  
MONTEREY PARK CA 91754-2169

**VENDOR NAME, STREET, CITY, STATE, ZIP CODE:**
BOB WONDRIES FORD  
400 S. ATLANTIC BLVD.  
P.O. BOX 1131  
ALHAMBRA CA 91801-3642

**SHI IP FOR DESTINATION TO (UNLESS SPECIFIED ELSEWHERE):**
SHERIFF  
1104 N. EASTERN AVENUE  
DOOR #50  
LOS ANGELES CA 90063  
PROCUREMENT FOLDER: 179349

**CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE):**
COMM AND FLEET MGMT BUREAU  
Contact: Anet Simonian  
Phone: 323-267-2215  
Email: asimonian@isd.lacounty.gov

**DELIVERY DATE:** 12/23/10  
**FOB POINT:** FOB Destination, Freight Prepaid and Allowed  
**AGENCY REQ. NUMBER:** 15757P  
**CONTRACT NUMBER:**  
**TOTAL AMOUNT OF ORDER:** $4,030,680.59

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**LINE NO.**

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<td><strong>VEHICLE - SEDAN, 4-DR, BLACK &amp; WHITE, 4.6 LITER / V-8 GAS ENGINE, 4-SPEED AUTO, W/ RADIO INTERFERENCE SUPPRESSION PACKAGE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A.</strong></td>
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<td><strong>NOTE:</strong> VEHICLE MUST BE TESTED &amp; CERTIFIED AS &quot;HIGH SPEED POLICE PACKAGE VEHICLES&quot; AT THE LASD'S MOST RECENT ANNUAL &quot;LAW ENFORCEMENT VEHICLE TEST &amp; EVALUATION PROGRAM&quot;.</td>
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**COUNTY OF LOS ANGELES**

**AWARD DATE:** 09/01/10

**ORDER NUMBER:** PO-SH-11321410-1

**VENDOR COPY**

Signature: Anet Simonian  
Date: 09/01/2010

**280**
### ADDITIONAL SHIPPING INFORMATION:

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### ADDITIONAL SHIPPING INFORMATION:
COUNTY OF LOS ANGELES
FEDERAL TAX EXEMPTION CERTIFICATE

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than $10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By ______________________

This certificate is applicable only when signed by an authorized person.

TERMS AND CONDITION OF PURCHASE

1. CONDITIONS OF PURCHASE: This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county’s discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. INVOICES: Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices still not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.

4. PRICE/SALES TAX: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.

5. PAYMENT TERMS: Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.
6. WARRANTIES: Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

7. CANCELLATION: Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.

8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 CONFLICT OF INTEREST: 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.
13. DEFAULT: The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Vendor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars ($1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.
19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.

24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability, solely employees of the Vendor and not employees of the County. The Vendor shall be solely liable and responsible for furnishing any and all Workers compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.
27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under this Purchase Order if it is found that consideration, in any form, was offered or given by the, Vendor, either directly or through an intermediary, to any county officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award; amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor's performance pursuant to this Purchase Order In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela_org for printing purposes.

31. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/purchase Orders are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246(b).
TERMINATION FOR SEARCH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under “CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM” shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR’S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor’s subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:
A. Original Document
B. Company Name & Address
C. Account Number/Project Number
D. Project Name and Address
E. Authorizing county Department and Purchase Order or Contract Number
F. Period of Time in which Work is Being Performed
G. Employee Name, Address and Social Security Number
H. Work Classification, including Sub-classification
I. Hours-Paid
J. Rate of Pay
K. Deductions
L. Payroll Check Number
M. Benefits
N. Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:
A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm

Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

(415) 703-4810

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible. The County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors
PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that Contractor qualifies for an exception to the Jury Service program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury-service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts, "Employee" means any California resident who is a full time employee of Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program, The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's d/
that contractor continues to qualify for an exception to the program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amounts. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities; obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**

**VEHICLE SPECIFICATION SHEET**

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<td>SPEC=S PREPARED BY / TELEPHONE NO.</td>
<td>Sergeant Kristi Yeager, CFMB., <a href="mailto:kjyeager@lasd.org">kjyeager@lasd.org</a> (323) 881-3983</td>
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<td>END USER, (DEPT. UNIT) / REPRESENTATIVE</td>
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<tr>
<td>APPROVED BY (FLEET MANAGER)</td>
<td>Lt. Vance Duffy (323) 881-3982</td>
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<tr>
<td>VENDOR NAME</td>
<td>Wondries Fleet Group</td>
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<tr>
<td>VENDOR ADDRESS</td>
<td>1247 W. Main St., Alhambra, CA 91801</td>
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<tr>
<td>VENDOR PHONE #</td>
<td>(818) 457-5590</td>
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<tr>
<td>VENDOR REPRESENTATIVE</td>
<td>John Oviyach</td>
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**SPECIAL INSTRUCTIONS**

The successful vendor must allow the same prices to any additional participating agency that requests it, through the requested model year. **Note: Due to expiring concessions pricing is only good for this Bid.**

Vehicles shall be of the make, model and mechanically equipped as tested and certified as “High Speed Police Package Vehicles” at the Los Angeles County Sheriff Department’s most recent annual “Law Enforcement Vehicle Test and Evaluation Program.”

Delivery exceeding 120 days may not be accepted.
WARRANTY

1. Warranty to be standard manufacturer=s warranty as supplied with all vehicles sold by manufacturer.

2. Warranty work will be performed at a dealership in the area in which the vehicle is assigned.

3. WARRANTY PERIOD WILL START ON THE DAY THAT THE VEHICLE IS PUT INTO SERVICE BY THE LOS ANGELES COUNTY SHERIFF=s DEPARTMENT, NOT THE DATE OF VEHICLE DELIVERY. DELAYED WARRANTY START NOT TO BE LESS THAN EIGHTEEN MONTHS.

4. Use of other than original equipment parts will not void warranty.

5. Warranty card to be delivered to Sheriff=s Fleet Management Unit.

6. All vehicle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of vehicle manufacturer must be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the vehicle is put into service by Sheriff=s Department.

EMISSION STANDARDS

1. Manufacturer=s Standard Equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.

2. Vehicle must comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.
GENERAL SPECIFICATIONS AND STANDARDS

1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department.

2. The body, finish, and fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.

3. All standard equipment is to be included on the vehicle as listed in the 2011 model year brochure.

4. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder=s proposal, and must be approved by the Los Angeles County Sheriff=s Department Fleet Manager.

5. All deviation(s) or component change(s) after the bid has been awarded, must first be proceeded by notification to the Sheriff=s Department Fleet Management Unit and acceptance/approval must be granted by the Sheriff=s Department=s Fleet Manager or his/her designated representative.

6. Thirty (30) copies of the Maintenance Service Manual and thirty (30) copies of the electrical wiring diagram manuals must be furnished by the successful bidder(s) within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy of all Technical Bulletins pertaining to selected vehicle shall be provided in a timely manner.

7. Bidders shall submit detailed literature of the vehicle they propose to furnish.

8. Failure to submit this information is sufficient cause for rejection of bid.

9. Dealer shall furnish Dealer=s Bill of Sale in the name of:
   Los Angeles County Sheriff=s Department
   1277 North Eastern Avenue
   Los Angeles, California 90063.

10. Successful bidder shall provide within fifteen (15) days verification of dealer order. Verification is to be forwarded to the Fleet Manager.

11. Dealer to furnish invoice at time of delivery for each vehicle received.

12. Dealer shall furnish a list of all specialized tools and equipment needed for the repair of the vehicle and/or any related components.
PRE-DELIVERY INSPECTION – A PILOT VEHICLE

1. Vendor to provide for pilot vehicle inspection at the assembly plant by one (1) representative of the Los Angeles County Sheriff’s Department. All pilot vehicle inspection travel arrangements shall be direct non-stop flights, between the most convenient points of both departure and destination. The scheduled flights will be during normal business hours. All related costs of the pilot vehicle inspection, including travel, lodging, and meals will be the responsibility of the vendor. In the event that a vendor representative will not accompany the Sheriff Department’s representative, the dealer will arrange for a rental car to be made available to the Sheriff Department’s representative, and will also provide a per diem to the Sheriff Department’s representative for lodging, meals, and vehicle rental prior to the actual travel.

2. Inspection to confirm vendor’s compliance to vehicle specifications.
1. The vehicles delivered to the Los Angeles County Sheriff's Department by the successful bidder will be identical in every detail.

2. Vehicles will have the dealer preparation service work, normally performed by the dealer, completed before delivery.

3. Dealer preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the dealer's name.

4. The final delivery date of the complete order of vehicles shall not exceed 120 days from the date the bid is awarded.

5. Vehicles, upon delivery, will be ready for service.

6. Delivery site of vehicles to be determined at a later date.

7. Vehicles will be delivered with a full tank of fuel.

8. Vehicles will either be delivered with all Anon-installed and/or to be attached after delivery@, components in the trunk of each respective vehicle, or prior to the vehicle(s) being delivered, components may be “drop-shipped directly to the Sheriff’s Fleet unit at:

   1104 N. Eastern Ave, Door # 50
   Los Angeles, CA 90063

9. If any components are “drop-shipped”, the packing slip(s) and/or shipping ticket(s) must have the corresponding “LA County ISD purchase order number” as related to the vehicle(s) being purchased, legibly printed on it/Them. Shipments not so marked will be refused.

10. Before any payment for the vehicle(s) is made, “documentation proof” that any and all, components have been paid for in full by the winning bidder, must be submitted to the Sheriff's Fleet operations office. Failure to do so will be considered an incomplete delivery and delay any payment(s).
LIQUIDATED DAMAGES

All time limits stated in the Purchase Order are critical and mandatory. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the Los Angeles County Sheriff’s Department that:

A delay in delivery would seriously affect the public and the operation of the Los Angeles County; that a reduction in the unit price of twenty-five dollars ($25) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time, therefore, the County and the successful bidder hereby establish said reduction in the unit price of twenty-five dollars ($25) per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder or rejection of sub-specification material. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceed the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the Sheriff’s Department, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the Sheriff’s Department and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the Sheriff’s Department may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the Sheriff’s Department reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.
BIDDER INSTRUCTIONS

Bidders will use box provided at left margin. A check mark therein will be considered by the Sheriff’s Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the bidder to right or specification form under “Bidder’s Exceptions”. Any “equivalent” substitution of specified items or parts, must be with the prior approval of the Sheriff’s Fleet Manager.

<table>
<thead>
<tr>
<th>CHASSIS</th>
<th>BIDDERS EXCEPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Body on frame.</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Layout</td>
<td></td>
</tr>
<tr>
<td>[ ] Front engine.</td>
<td></td>
</tr>
<tr>
<td>[ ] Rear wheel drive.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheel base</td>
<td></td>
</tr>
<tr>
<td>[ ] 114.6 inches.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td></td>
</tr>
<tr>
<td>[ ] Front - Independent, SLA with ball joint lower, coil spring and stabilizer bar.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Rear - 4 bar link, with Watt's linkage, coil spring, and stabilizer bar.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Steering</td>
<td></td>
</tr>
<tr>
<td>[ ] Power, rack and pinion steering. Power steering should be engineered as to provide maximum road feel and handling.</td>
<td></td>
</tr>
<tr>
<td>CHASSIS (continued)</td>
<td>BIDDERS EXCEPTIONS</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td><strong>Brakes</strong></td>
<td><strong>AS SPECIFIED</strong></td>
</tr>
<tr>
<td>[ ] Power disk brakes required on both front and rear.</td>
<td></td>
</tr>
<tr>
<td>[ ] 4-wheel Anti-lock brake system (ABS) required.</td>
<td></td>
</tr>
<tr>
<td>[ ] Brake performance capacity.*</td>
<td></td>
</tr>
<tr>
<td>* Semi-metallic lining or wet and dry performance equivalent must be furnished. Brake material must be exactly as tested and certified at the last L.A.S.O. Law Enforcement Vehicle Test and Evaluation Program.</td>
<td></td>
</tr>
<tr>
<td><strong>Tires and Wheels</strong></td>
<td></td>
</tr>
<tr>
<td>[ ] Five (5) each, radial tires and wheels per vehicle.*</td>
<td></td>
</tr>
<tr>
<td>[ ] Tire size not smaller than P235/55R17.</td>
<td></td>
</tr>
<tr>
<td>[ ] Tires must conform to Attachment 1”.</td>
<td></td>
</tr>
<tr>
<td>[ ] Blackwall tires only, whitewall tires are not acceptable.</td>
<td></td>
</tr>
<tr>
<td>[ ] 17&quot; black steel wheels, with factory standard metal center wheel cap covers.</td>
<td></td>
</tr>
<tr>
<td>[ ] All tires supplied shall be of the make and model as tested and certified at the Los Angeles County Sheriff’s Department “Law Enforcement Vehicle Test and Evaluation Program.”</td>
<td></td>
</tr>
<tr>
<td>* &quot;Space Saver&quot; type spare tires not acceptable</td>
<td></td>
</tr>
</tbody>
</table>
### DRIVE TRAIN

<table>
<thead>
<tr>
<th>Engine</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Fuel injected, water cooled, gasoline.</td>
</tr>
<tr>
<td>[ ] Engine to be 4.6 liter minimum, V8 SOHC design.</td>
</tr>
<tr>
<td>[ ] 250 horsepower minimum @ 4900 RPM, on 87 octane gasoline.</td>
</tr>
<tr>
<td>[ ] 297 ft. lb. torque minimum @ 4000 RPM on 87 octane gasoline.</td>
</tr>
<tr>
<td>[ ] Pulley sizes and arrangements identical on all vehicles delivered.</td>
</tr>
<tr>
<td>[ ] Oil filter to be manufacturer=s standard.</td>
</tr>
<tr>
<td>[ ] Accessories to be identical on all vehicles delivered.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cooling System</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Radiator must be heavy-duty of sufficient capacity to have passed all previous heat tests performed during the most recent Los Angeles County Sheriff’s Department “Law Enforcement Vehicle Test and Evaluation Program.”</td>
</tr>
<tr>
<td>[ ] Coolant recovery system is required and identical on all vehicles delivered. *</td>
</tr>
<tr>
<td>[ ] All radiator/coolant hoses to be “EPDM” type, two (2) ply pre-formed constructed, to include bypass and heater hose.</td>
</tr>
<tr>
<td>[ ] Factory installed external engine and transmission oil coolers required.</td>
</tr>
</tbody>
</table>

* Recovery system must be factory-installed type. Dealer-installed after market systems will not be acceptable.
### Drive Train (Continued)

<table>
<thead>
<tr>
<th></th>
<th>Bidders Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] Automatic four (4) speed.</td>
<td></td>
</tr>
<tr>
<td>Rear Differential</td>
<td></td>
</tr>
<tr>
<td>[ ] 3.27 axle ratio</td>
<td></td>
</tr>
</tbody>
</table>

### Fuel Tank

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] The fuel tank capacity shall be sufficient to provide a minimum cruising range of 300 miles, based on the Sheriff's Department latest &quot;Fuel Efficiency Evaluation Test&quot; and still allow a 10% reserve.</td>
<td></td>
</tr>
</tbody>
</table>

### Electrical

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Dry Cell Battery, 12 volt, negative ground, 930 C.C.A., maintenance free. Model #65-PC1750 or Department Approved Equal</td>
<td></td>
</tr>
<tr>
<td>[ ] Alternator, 200-amp output minimum.</td>
<td></td>
</tr>
<tr>
<td>[ ] Alternator, 40-amp output at 700 engine RPM.</td>
<td></td>
</tr>
<tr>
<td>[ ] Ignition, electronic-type.</td>
<td></td>
</tr>
<tr>
<td>[ ] Ignition high tension wiring required to be heat resistant.</td>
<td></td>
</tr>
<tr>
<td>[ ] Wiring on all vehicles to be identical.</td>
<td></td>
</tr>
<tr>
<td>BODY</td>
<td>BIDDERS EXCEPTIONS</td>
</tr>
<tr>
<td>------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Exterior</td>
<td></td>
</tr>
<tr>
<td>[ ] Four-door sedan.</td>
<td></td>
</tr>
<tr>
<td>[ ] Framed door windows required.</td>
<td></td>
</tr>
<tr>
<td>[ ] Factory tinted glass throughout.</td>
<td></td>
</tr>
<tr>
<td>[ ] Full body side moldings, including front door, <strong>installed</strong>.</td>
<td></td>
</tr>
<tr>
<td>[ ] Black and White color scheme. Paint layout will be provided to successful bidders. No premium for clear-coat colors.</td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td></td>
</tr>
<tr>
<td>[ ] Driver's and front passenger's side front airbags.</td>
<td></td>
</tr>
<tr>
<td>[ ] Front seat side airbags.</td>
<td></td>
</tr>
<tr>
<td>[ ] Padded dashboard, non reflective.</td>
<td></td>
</tr>
<tr>
<td>[ ] Rearview mirror, inside (day/night type).</td>
<td></td>
</tr>
<tr>
<td>[ ] Gauge cluster (volt, oil pressure, water temperature, and fuel.)</td>
<td></td>
</tr>
<tr>
<td>[ ] Speedometer head to indicate speeds to 120 MPH and be accurate +2 MPH at 80 MPH. Certification of speedometer calibration to be furnished.</td>
<td></td>
</tr>
<tr>
<td>[ ] Cigarette lighter, front only.</td>
<td></td>
</tr>
<tr>
<td>[ ] Second auxiliary 12 volt power outlet in front passenger area.</td>
<td></td>
</tr>
<tr>
<td>[ ] Ashtrays in front only.</td>
<td><strong>AS SPECIFIED</strong></td>
</tr>
<tr>
<td>BODY (continued)</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td></td>
</tr>
<tr>
<td>Interior (continued)</td>
<td></td>
</tr>
<tr>
<td>[ ] &quot;Delete&quot; round 5&quot; interior Dome Map Light.</td>
<td></td>
</tr>
<tr>
<td>[ ] Vehicle's interior light(s), shall be inoperative when doors open, switch controlled.</td>
<td></td>
</tr>
<tr>
<td>[ ] Heavy-duty, black rubber floor matting.</td>
<td></td>
</tr>
<tr>
<td>Seats</td>
<td></td>
</tr>
<tr>
<td>[ ] Heavy-duty, 40/40 or 45/45 seats (9&quot; minimum between seats.)</td>
<td></td>
</tr>
<tr>
<td>[ ] Heavy-duty, foam rubber in all seats required.</td>
<td></td>
</tr>
<tr>
<td>Upholstery</td>
<td></td>
</tr>
<tr>
<td>[ ] Insulated headliner.</td>
<td></td>
</tr>
<tr>
<td>[ ] Solid or breathable vinyl side panels.</td>
<td></td>
</tr>
<tr>
<td>[ ] Front seats to be heavy-duty cloth, rear seat to be heavy duty vinyl.</td>
<td></td>
</tr>
<tr>
<td>[ ] Solid vinyl armrests (front only).</td>
<td></td>
</tr>
<tr>
<td>[ ] Color of seats to be selected by Los Angeles County Sheriff's Department and will be the same color in all Black and White vehicles.</td>
<td></td>
</tr>
<tr>
<td>Trunk</td>
<td>BIDDERS EXCEPTIONS</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>[  ] Gas tank utilized as floor trunk <em>will not be acceptable.</em></td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[  ] Floor mat in trunk.</td>
<td></td>
</tr>
<tr>
<td>[  ] Deck lid, when opened remotely, must be restrained in order to prevent damage to the hinges.</td>
<td></td>
</tr>
<tr>
<td>[  ] Deck lid must remain in the full open position when opening manually.</td>
<td></td>
</tr>
<tr>
<td>[  ] Trunk light to be installed and connected to turn on automatically when deck lid is opened.</td>
<td></td>
</tr>
<tr>
<td>FACTORY INSTALLED ACCESSORIES</td>
<td>BIDDERS EXCEPTIONS</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>[ ] Multiple speed electric windshield wipers with intermittent feature.</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] Air conditioning, factory-installed.</td>
<td></td>
</tr>
<tr>
<td>[ ] Heater, integral with air conditioning.</td>
<td></td>
</tr>
<tr>
<td>[ ] Dual, outside, power, right and left rear view door mount mirrors, non-glare, not less than 15 square inches of mirror area. Convex-type <strong>is acceptable on right side only.</strong></td>
<td></td>
</tr>
<tr>
<td>[ ] Rear power and/or manual door locks must be inoperable from rear doors.</td>
<td></td>
</tr>
<tr>
<td>[ ] Interior rear door handles must be inoperable.</td>
<td></td>
</tr>
<tr>
<td>[ ] Rear power windows must be inoperable from rear doors only.</td>
<td></td>
</tr>
<tr>
<td>[ ] Front passenger window to be operable by driver and front passenger.</td>
<td></td>
</tr>
<tr>
<td>[ ] Vehicles to have spotlights, two (2) each, Unity Model 225, 12-volt, with Halogen bulbs, 100,000 candle power minimum, mounted on left and right door post. Spotlights to be factory-installed or if after market installation is to be used, factory spotlight prep package must be ordered and Sheriff's Department must approve of installer. Spotlights must be wired to fuse panel with separate fuse for each spotlight or in-line fuse readily accessible for maintenance. <strong>Fusible link and/or connectors are not acceptable.</strong></td>
<td></td>
</tr>
</tbody>
</table>
### KEYS AND ENTRY SYSTEM(S)

- [ ] Single-key locking system in all vehicles, including trunk and glove compartment.
- [ ] All vehicles keyed identical. **NO CHIPPED KEYS.**
- [ ] All vehicles provided with four (4) keys.  
  *Aluminum keys are not acceptable.*

**NOTE:** The key code will be selected when Purchase Order is awarded.

*After the bid is awarded, the successful bidder shall obtain the designated key code from Hiroshi Aramaki at (323) 821-0664.*

- [ ] Engine compartment hood shall be controlled from inside the vehicle by a release lever and/or switch, located on the left side (driver's area) of the vehicle.
- [ ] Two (2) electric remote deck lid (trunk) release buttons shall be installed by the manufacturer. One on the driver's door, the other on the instrument panel (accessible to the front passenger.) Remote buttons must be functional only when ignition is on (ignition powered.)

### SPECIALTY ITEMS AND INSTRUCTIONS

- [ ] Vehicles to be equipped with radio interference suppression package, meeting described specifications.
- [ ] Vehicles to be delivered with a full tank of fuel.
- [ ] Each vehicle shall be delivered with one seat belt extender.
- [ ] Any manufacturer installed daytime running lights must be inactivated.
### SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE, POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN

#### ADDITIONAL BIDDER SUPPLIED ITEMS
*(NOT INSTALLED / NEW IN-BOX / DELIVERED WITHIN EACH VEHICLE)*

<table>
<thead>
<tr>
<th>Emergency Vehicle Light Bar:</th>
<th>BIDDERS EXCEPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Included with each vehicle will be a “Federal Signal”, Arjet S2 LED light bar model # 583004S-LASD.</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] Federal Signal light bar adapter kit # HKB-CV92.</td>
<td></td>
</tr>
</tbody>
</table>

*Contact: Sam Davis, Regional Manager
Federal Signal Corporation
Phone # (951)202-5577*

<table>
<thead>
<tr>
<th>Siren Control:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Included with each vehicle will be a “Federal Signal”, Smart Siren control, model # SS2000LASD-F.</td>
<td></td>
</tr>
<tr>
<td>[ ] Park siren deactivator model # UPMK-3.</td>
<td></td>
</tr>
<tr>
<td>[ ] 20 ft. of cable, RJ11 connector, part # Z146863B.</td>
<td></td>
</tr>
</tbody>
</table>

*Contact: Sam Davis, Regional Manager
Federal Signal Corporation
Phone # (951)202-5577*
### ADDITIONAL BIDDER SUPPLIED ITEMS (continued)

**(NOT INSTALLED / NEW IN-BOX / DELIVERED WITHIN EACH VEHICLE)**

<table>
<thead>
<tr>
<th>BIDDERS exceptions</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Full Width Trunk Radio Tray:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Included with each vehicle will be a full width, sliding, radio-tray, constructed of a 14-gauge formed steel shelf, with a minimum of 12-gauge steel channel frame. The unit will be a welded, one piece frame, requiring no assembly.</td>
</tr>
<tr>
<td>[ ] The tray will utilize heavy duty load rated Accuride ball bearing slides, with a minimum of 220 lb. load rating.</td>
</tr>
<tr>
<td>[ ] The tray will extend 20&quot;.</td>
</tr>
</tbody>
</table>
| [ ] The side mounting brackets of the frame will be pre-drilled such that they align with existing holes in the trunk of the 2010/2011 Ford Crown Victoria vehicle. This is to eliminate the need for any aftermarket drilling.  
  **No exceptions.** |
| [ ] To prevent possible damage to the radio equipment mounted on the tray, a 14-gauge 3/4" diamond perforation steel protective guard will be mounted to the front edge of the tray. This guard will be 4" high and extend the full width of the tray. It will be bolted to the tray and be easily removed if needed. |
| [ ] The tray will have a pre-determined hole pattern punched in it. The hole pattern will be determined/supplied by the Sheriff's Department Radio Services Unit after the bid is awarded. |
| [ ] The equipment-mounting surface will measure 42" wide x 23" deep. |
| [ ] The tray will have two (2) spring-loaded latches that will engage automatically when the tray is closed. |
| [ ] The trays must have a texture powder coat finish, and include all necessary installation hardware and instructions. |
### ADDITIONAL BIDDER SUPPLIED ITEMS (continued)
*(NOT INSTALLED/NEW IN-BOX/DELIVERED WITHIN EACH VEHICLE)*

<table>
<thead>
<tr>
<th>BIDDERS EXCEPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Width Trunk Radio Tray (continued):</td>
</tr>
<tr>
<td>[ ] The tray will have a pre-determined hole pattern punched in it. The hole pattern will be determined/supplied by the Sheriff's Department Radio Services Unit after the bid is awarded.</td>
</tr>
<tr>
<td>[ ] The equipment-mounting surface will measure 42&quot; wide x 23&quot; deep.</td>
</tr>
<tr>
<td>[ ] The tray will have two (2) spring-loaded latches that will engage automatically when the tray is closed.</td>
</tr>
<tr>
<td>[ ] The trays must have a texture powder coat finish, and include all necessary installation hardware and instructions.</td>
</tr>
</tbody>
</table>

*References: ASG Marketing model # C-HD-001HBS1-LASD
Contact: Tony Griego, Southern California Sales.
Phone # (714) 715-1957

* Troy Products model # AC-CV09TRAY, AC-CVTRAYFS-ST (included), AC-FENCE (included).
Contact: Jorge Rojas, Troy Sheet Metal Works, Inc.
Phone # (323) 720-4100 ext. 25*
ELECTROMAGNETIC COMPATIBILITY

Electromagnetic Interference Susceptibility Vehicle is intended for use in presence of electromagnetic fields resulting from use of public safety two-way radios. Vehicle performance shall be affected in any way by transmissions from a radio and antenna installed in the vehicle and operating in any of the frequency ranges of 30 to 50 MHz, 150 to 174 MHz, 450 to 512 MHz, and 800 to 900 MHz and having a radio frequency output no less than 100 watts. Vehicle performance shall not be affected by the presence of another vehicle equipped with the above described radio and operated adjacent to the subject vehicle.

Radiated and Conducted Electromagnetic Interference Vehicle systems and accessories shall be designed to minimize interference with the use of public safety radio receivers or electronic sirens or sound amplifiers. The effective sensitivity of a receiver installed in the vehicle shall not be reduced by more than the amount tabulated below for each frequency band.

<table>
<thead>
<tr>
<th>FREQUENCY BAND</th>
<th>ALLOWABLE DEGRADATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 to 50 MHz</td>
<td>15 dB</td>
</tr>
<tr>
<td>150 to 174 MHz</td>
<td>5 dB</td>
</tr>
<tr>
<td>450 to 512 MHz</td>
<td>3 dB</td>
</tr>
<tr>
<td>800 to 900 MHz</td>
<td>3 dB</td>
</tr>
</tbody>
</table>

Degradation is defined as the difference in effective receiver sensitivity measured with the vehicle engine and accessories turned off and that measured with the engine and accessories turned on. Sensitivity is measured in terms of the 12 dB Sinad signal as defined in EIA Standard RS-204. To determine effective sensitivity, the receiver is connected to the antenna through an isolating tee connector which allows introduction of the signal generator through the isolated port. Comparative signal strength readings are then taken with and without the interference present.

AS SPECIFIED
TIRE SPECIFICATIONS

These specifications pertain to high-speed tires intended for use on Los Angeles County Sheriff’s Department patrol vehicles and other emergency vehicles in extremely heavy duty applications. Vehicles range from full size to compact and are occasionally operated at speeds in excess of 100 miles per hour under a wide range of conditions, including ambient temperatures to 120° F. Tires are to be certified by manufacturer for operation at speeds of 125 miles per hour, or greater.

A. SPECIFICATIONS

a. Tires supplied under this set of specifications shall be new, standard production tires expressly designed for heavy-duty, high-speed operation. They must feature exceptional safety, stability, handling, and stopping characteristics during all types of maneuvers.

b. Tire construction shall be of the radial belted type.

c. Regardless of construction, any tire submitted must be certified for police use by the tire manufacturer.

d. Tires requiring in excess of 3-1/2 oz. of counterbalance weights to attain proper balance will be deemed unacceptable.

e. Tire size will vary to accommodate the needs of the Sheriff’s Department fleet.

f. All tires supplied shall be of the make and model as tested and certified at the last Los Angeles County Sheriff’s Department “Law Enforcement Vehicle Test and Evaluation Program.”
SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN

DELIVERY:

Los Angeles County Sheriff's Department
Fleet Management Unit
1104 N. Eastern Avenue, Door #50
Los Angeles, CA 90063
(213) 267-2511

SPECIAL INSTRUCTIONS:

If any components are "drop-shipped", the packing slip(s) and/or shipping ticket(s) must have the corresponding "LA County ISD purchase order number" as related to the vehicle(s) being purchased, legibly printed on it/them. Shipments not so marked will be refused.

Before any payment for the vehicle(s) is made, "documentation proof" that any and all, components have been paid for in full by the winning bidder, must be submitted to the Sheriff's Fleet operations office. Failure to do so will be considered an incomplete delivery and delay any payment(s).

Upon delivery no dealer decals or license plate identifiers.

Dealer shall notify Sheriff's Department Fleet Unit a minimum of 24 hours prior to delivery. Vehicle(s) and components will not be accepted after 2:00 pm.

All State of California Department of Motor Vehicle paperwork, and invoicing MUST accompany each vehicle at time of delivery. There shall be one invoice per vehicle.

At time of delivery, all vehicles MUST meet all specifications as written, NO EXCEPTIONS.

At time of delivery, dealer shall furnish Dealers Report of Sale in the name of:

LOS ANGELES COUNTY SHERIFF’S DEPARTMENT
1277 N. EASTERN AVENUE
LOS ANGELES, CA 90063
AGENDA DESCRIPTION:

Consideration and possible action regarding a request from non-profit organization, Broadway in the Park, to waive the facility rental fees associated with a multi-day special event taking place July 24, 2011, through August 1, 2011, at the Softball Field in Recreation Park. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Approve the fee waiver request from “El Segundo Broadway in the Park” for the amount of $2,178.

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:

Returning for a second year, the El Segundo Broadway in the Park group is planning to utilize Recreation Park’s Softball Field during July 2011 to produce a multi-day special event. Similar to the production in 2010, the event will consist of a non-traditional use of the softball field for several days to include set-up, technical and dress rehearsals, productions, and break-down. The proposed dates are July 24, 2011, through August 1, 2011.

Last year’s Broadway in the Park was well-received by the public and was commended for bringing professional theater to the community, showcasing local talent, highlighting the Department of Recreation and Parks Youth Drama Program, and doing so in a creative, outdoor environment.

Broadway in the Park is a non-profit organization based in El Segundo, and is in the process of completing the Special Event Permit process with the assistance of the Department of Recreation and Parks, which includes obtaining a Sound Permit, hiring sub-contractors and vendors, and obtaining the appropriate licenses for the musical they intend to perform.

On February 16, 2011, the Recreation and Parks Commission approved the program proposal to move forward with allowing Broadway in the Park to produce the special event at the Softball Field during the requested dates. The Commission also voted to recommend the City Council review and consider the fee waiver request. The organization is requesting the fees be waived for the facility rental, $2,178 (78 hours x $25/hr = $1,950 for field rental, 19 hours x $12/hr = $228 in lighting fees). The Department of Recreation and Parks will require reimbursement from Broadway in the Park to cover expenses associated with staffing and field renovations, $2,450, yielding no fiscal impact to the City.
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of the examination plan for Fire Equipment Mechanic. Fiscal Impact: None.

RECOMMENDED COUNCIL ACTION:
1. Approve the proposed Examination Plan for Fire Equipment Mechanic.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
N/A

FISCAL IMPACT: Included in Adopted Budget

| Amount Budgeted: | $ N/A |
| Additional Appropriation: | N/A |

ACCOUNT NUMBER(S):

ORIGINATED BY: Martha A. Dijkstra, Human Resources Manager
REVIEWED BY: Deborah Cullen, Finance/Human Resources Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
In anticipation of the recruitment, testing and selection process to fill the current Fire Equipment Mechanic vacancy, staff is requesting approval of the following Examination Plan.

Examination Plan

| Fire Equipment Mechanic | Promotional |
| - Structured Technical and Career Preparation Interview | 100% |
| Fire Equipment Mechanic - Written Examination | Open Competitive Pass/Fail |
| - Structured Technical and Career Preparation Interview | 100% |

Approval of exam plans for Merit System job classifications in all City Departments has been required since the passage of Initiative Ordinance No. 586 in April 1962.

For departments other than Police and Fire, the plan may consist of any one or combination of the following techniques:

1. Written;
2. Oral;
3. Demonstration; and
4. Any evaluation of education, experience, or skills or physical fitness, which fairly evaluates the relative capacities of the applicants.

Police and Fire Departments:

The examination plan, for entrance or promotional, for the Police and Fire Departments, shall consist of a written examination and one or more of the following:

1. Oral;
2. Demonstration; and
3. Any evaluation of education, certification, experience, or skills or any test of manual skills or physical fitness, which fairly evaluates the relative capacities of the applicant.
AGENDA DESCRIPTION:
Consideration and possible action to authorize the City Manager to execute a professional services agreement with Nexus I.S. in the amount of $75,000 to provide technical support for current projects in the Information Systems division. (Fiscal Impact: $75,000)

RECOMMENDED COUNCIL ACTION:
(1) Authorize the City Manager to execute a professional services agreement with Nexus I.S. in the amount not to exceed $75,000.
(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$90,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
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<tr>
<td>Account Number(s):</td>
<td>001-400-2505-4101</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Brian Evanski, Captain
REVIEWED BY: Mitch Tavera, Chief of Police & Deborah Cullen, Finance Director
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:
In December 2010, the Manager of Information Systems (IS) retired; this position has remained vacant. Staff planned to supplement staffing needs in the IS Division with consulting resources. A portion of the identified annual salary and benefits savings ($90,000) from this retirement was set aside to be used during the 2010-2011 Fiscal Year.

Technical expertise and project management resources are needed to aid with the implementation and management of several ongoing critical projects including the City’s new Voice Over Internet Protocol (VOIP) telephone system, telephone tree answering system, public downtown wireless access network, and internal secured wireless network.
On February 1, 2011, Staff issued a Request for Proposals (RFP) to provide professional technical services. The RFP was sent to four firms and the following three responses were received:

1. Nexus I.S. $65.00/hour
2. Ajilon $70.00/hour
3. Prosum Technologies $95.00/hour

Following a review of the responses submitted, Staff recommends Nexus I.S., located in Valencia, CA, as the optimal choice based on their price per hour and their status of being a Cisco preferred partner. Staff further recognizes that Nexus I.S. has a good understanding and knowledge of El Segundo’s infrastructure and network systems. Staff will subsequently interview prospective candidates from Nexus I.S. to determine appropriate personnel for hiring.

Staff recommends that the City retain the services of Nexus I.S. in the form of a professional services agreement for a six month period, in an amount not to exceed $75,000.
AGENDA DESCRIPTION:

Consideration and possible action to award a standard Public Works Contract to Kalban, Inc., for the 2010-2011 annual contract for curb, gutter, sidewalk and other minor improvements at various locations citywide. Approved Capital Improvement Program. Project No.: PW 11-01, (Fiscal Impact: $46,997.86 Gas Tax Funds)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute a Standard Public Works Contract in a form as approved by the City Attorney with Kalban, Inc., in the amount of $46,997.86.

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

ATTACHED SUPPORTING DOCUMENTS:

Location Map

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $50,000
Additional Appropriation: No
Account Number(s): 106-400-8203-8603

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

BACKGROUND AND DISCUSSION:

On January 18, 2011, the City Council adopted plans and specifications for the 2010-2011 maintenance, repair and replacement of curbs, gutters, displaced sidewalks and driveways and authorized staff to advertise the project for competitive bids. On February 22, 2011, the City Clerk received and opened four (4) bids as follows:

1. Kalban, Inc. $46,997.86
2. United Paving Company $48,916.98
3. Geronimo Concrete, Inc. $56,378.00
4. S. Parker Engineering, Inc. $64,288.00

The lowest bidder, Kalban, Inc. has successfully completed similar projects for the City. Staff recommends awarding a standard public works contract to Kalban, Inc. in the amount of $46,997.86. The total amount ($50,000.00) requested includes the bid amount of $46,977.86 and an additional $3,002.14 contingency for potential change orders. The Gas Tax Revenue is used to fund this project.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

MEETING DATE: March 15, 2011
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action regarding a new Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41 Alcoholic Beverage Control License) at a new restaurant (Ragin Cajun) located at 2005 Park Place # B-2 (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1. Receive and file this report without objecting to a new Type 41 ABC license at 2005 Park Place # B-2; and/or,

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

ATTACHED SUPPORTING DOCUMENTS:

1. Crime and Arrest Statistics by Reporting Districts (RD)
2. Police Reporting Districts Map
3. Planning Commission Staff Report dated March 10, 2011
4. Approval Letter to Applicant dated March 2, 2011

FINANCIAL IMPACT: None

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

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

BACKGROUND AND DISCUSSION:

I. Background

In 1995, the City Council directed staff to bring all future ABC licenses to it for review. For alcohol sales at restaurants, California regulations require a 30-day review and comment period after notifying local police and planning departments. The grounds of a protest, if any, should relate to public health, safety or welfare concerns. Based upon previous Council direction, staff is providing background information regarding this application.
II. Analysis

According to the most recent Crime and Arrest statistics report (July – December 2010, Exhibit 1) prepared by the Police Department, the proposed restaurant is located in Reporting District (RD) 318. Based on 2010 reported data prepared by the Police Department, the district had a total of 22 Part I crimes (criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft and arson), and 33 Part II crimes. The Reporting District is considered a high crime area with a total of 55 crimes reported between July and December 2010. However, the Police Department and the Planning and Building Safety Department do not object to a new ABC license for the proposed restaurant.

This license request will allow the sale of beer and wine in conjunction with the operations of a restaurant. A request for a new license is required, since no previous alcohol license existed at the proposed location. The applicant’s proposed hours for alcohol sales will be the same as the hours the restaurant is open. The restaurant's hours of operation are limited to: 11:00 a.m. to 11:00 p.m. Sunday through Thursday, and 11:00 a.m. to 12:00 a.m. Friday through Saturday.

On March 2, 2011, the Director of Planning and Building Safety approved an Administrative Use Permit application (EA No. 910, AUP No. 11-04) for 2005 Park Place # B-2 making the necessary Department of Alcoholic Beverage Control finding that the restaurant would serve a “Public Convenience or Necessity.” The Director's decision was forwarded to the Planning Commission on March 10, 2011. On March 10, 2011, the Planning Commission chose to Receive and File the item with the conditions of approval.

ABC license review requires mandatory findings that are regulated by the Department of Alcoholic Beverage Control. The City's AUP process is separate. The Department of Alcoholic Beverage Control (ABC) is responsible for running a complete background check on all alcohol license applicants, as well as conducting site inspections, before issuing any type of alcohol license.

III. Conclusion

Planning staff recommends that the Council receive and file this report without objecting to a new Type 41 ABC license at 2005 Park Place # B-2.
<table>
<thead>
<tr>
<th>REPORTING DISTRICT</th>
<th>PART I CRIMES</th>
<th>PART II CRIMES</th>
<th>TOTAL</th>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>290</strong></td>
<td><strong>640</strong></td>
<td><strong>930</strong></td>
</tr>
</tbody>
</table>

Number of Reporting Districts = 53
Total Part I Crimes and Part II Crimes =
City Average for all Reporting Districts (930 / 53) = 18

High Crime Area per B&P Code Section 23958.4 (18 x 120%) = 22

Records/eg Page 1 2/3/2011
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: March 10, 2011

SUBJECT: Environmental Assessment No. EA-910 and Administrative Use Permit No. 11-04

APPLICANT: Stephen Domingue
Ragin Cajun Café, Inc.

PROPERTY OWNER: PES Partners LLC
Dan Crosser

REQUEST: A Request for an Administrative Use Permit to allow the sale and consumption of alcohol (Type 41 Alcoholic Beverage Control License for beer and wine) at a new restaurant

PROPERTY INVOLVED: 2005 Park Place #B-2, El Segundo CA

I. Introduction

The proposed project is a request for an Administrative Use Permit to allow the on-site sale and consumption of alcohol at a new restaurant within an existing commercial building located at 2005 Park Place #B-2 in the Commercial Center (C-4) Zone. The applicant is requesting a Type 41 license from the California Department of Alcoholic Beverage Control for the on-site sale and consumption of beer and wine in the restaurant. The Director made the necessary findings to grant an Administrative Use Permit for the on-site sale and consumption of alcohol and approved the Administrative Use Permit on March 3, 2010 including the public convenience and necessity findings (see Exhibit A).

II. Analysis

Project Description

The subject site is an existing commercial building in the northwest portion of the Plaza El Segundo shopping center. The applicant proposes to convert 1,428 square feet of the existing building into a new restaurant. No outdoor dining is
proposed. The proposed hours of operation are 11:00 a.m. to 11:00 p.m. Sunday through Thursday, and from 11:00 a.m. to 12:00 a.m. Friday through Saturday.

The interior of the restaurant includes a main dining area and a bar area. The main dining area will contain 34 seats and the bar will contain 9 seats for a total of 43 seats.

Restaurants are a permitted use in this zoning district in accordance with the Commercial Center (C-4) Zone and Section 4.1.5 of the Development Agreement by and between the City of El Segundo and developer of the Plaza El Segundo project. The proposed use (on-site sale and consumption of beer and wine) requires an Administrative Use Permit (AUP) in accordance with El Segundo Municipal Code § 15-5G-4(A).

The following chart is the parking analysis for the proposed uses:

<table>
<thead>
<tr>
<th>PROPOSED RESTAURANT</th>
<th>PROPOSED SQUARE FOOTAGE - REQUIRED PARKING RATIO</th>
<th>REQUIRED PARKING SPACES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indoor Dining and Bar</td>
<td>649 net SF – 1 Space/75 SF</td>
<td>8.65 Parking Spaces</td>
</tr>
<tr>
<td>Non-dining area</td>
<td>665 SF – 1 Space/250 SF</td>
<td>2.66 Parking Spaces</td>
</tr>
<tr>
<td>Total</td>
<td>1,428 net SF</td>
<td>11 Parking Spaces*</td>
</tr>
</tbody>
</table>


The number of parking spaces required on the subject parcel, based on the proposed and other current uses, is 56 and the number of spaces provided is 36 (a shortage of 20 spaces). However, the Development Agreement between the City and the developer allows parking to be shared across parcel lines. There are 1,939 parking spaces provided in the shopping center, and 1,650 spaces are required (a surplus of 289 spaces). Therefore, the parking demand from the new restaurant will be adequately addressed by the available parking on the subject parcel and the adjacent parcels in the shopping center.

The restaurant dining hours of operation are limited to: 11:00 a.m. to 11:00 p.m. Sunday through Thursday, and 11:00 a.m. to 12:00 a.m. Friday through Saturday. Any change to the hours of operation is subject to review and approval by the Director of Planning and Building Safety.
Planning staff reviewed the application and the Director made the necessary findings to grant an Administrative Use Permit. The attached letter specifies all of the required findings for the permit.

III. Inter-Departmental Comments

The project applications and plans were circulated to the Police Department, and Building Division for review. The Departments submitted comments which have been incorporated in this report (See Exhibit B).

IV. Conclusion

Planning staff recommends that the Planning Commission Receive and File Administrative Use Permit No. 11-04.

V. Exhibits

A. Administrative Use Permit No. 11-04 Approval Letter, dated March 2, 2011
B. Inter-Departmental Comments
C. Applications
D. Plans

Prepared by: Paul Samaras, Principal Planner

Kimberly Christensen, AICP, Planning Manager
Department of Planning & Building Safety

Greg Carpenter, Director
Department of Planning & Building Safety
March 2, 2011

Bea Silverman
BCI Designs
2892 North Bellflower Boulevard #450
Long Beach, CA 90815

RE: Environmental Assessment No. EA-910 and Administrative Use Permit (AUP) No. 11-04
On-Site Sale and Consumption of Beer and Wine in Conjunction with the Operation of a New Restaurant (Ragin Cajun) for a (Type 41 State of California Alcoholic Beverage Control License)
Address: 2005 Park Place #B-2, El Segundo CA

Dear Mrs. Silverman:

In accordance with El Segundo Municipal Code ("ESMC") Chapter 15-22, the Planning Division reviewed your application for the above-referenced project and the Director of Planning and Building Safety Department APPROVED Environmental Assessment No. EA-910 and Administrative Use Permit No. 11-04 for the on-site sale and on-site consumption of beer and wine at 2005 Park Place #B-2. The following are the findings and facts in support of each finding for this decision:

FINDINGS AND FACTS IN SUPPORT OF FINDINGS:

Environmental Assessment No. EA-910

Finding 1

- The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities) and § 15303 as a Class 3 (New Construction of Small Structures).
Facts in Support of Finding 1

1. The applicant proposes to convert an existing 1,428 square-foot retail space into a new restaurant use and provide on-site sale and consumption of beer and wine. The property is in an urbanized development area where it has adequate access and all public services and facilities are available. The site is currently developed as a 378,000 square-foot shopping center where it has adequate access and all public services and facilities are available. The site is in an area that is not environmentally sensitive. Therefore, the project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

Administrative Use Permit 11-04

Finding 1

- There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

Facts in Support of Finding 1

1. The applicant proposes to provide on-site sale and consumption of beer and wine in a new restaurant. The restaurant will be located in an existing retail building at 2005 Park Place #B-2 in the Commercial Center (C-4) Zone. The building is part of the Plaza El Segundo shopping center. The restaurant will be approximately 1,428 square feet in area. The restaurant will not include any outdoor dining areas. The restaurant will contain 34 seats in the general dining area and 9 seats in the bar area for a total of 43 seats.

2. The minimum number of required parking spaces for the restaurant is 12 parking stalls which will be provided on-site.

3. The General Plan Land Use designation for the site is Commercial Center. The zoning for the site is Commercial Center (C-4). Restaurants are permitted in the Commercial Center (C-4) Zone and on-site sale and consumption of alcohol is permitted with the approval of an Administrative Use Permit.

4. The Commercial Center (C-4) Zone permits restaurants and the surrounding land uses include: commercial retail, restaurant, and office uses. The proposed restaurant will be similar and compatible with the surrounding uses.

5. The restaurant must obtain a State of California Alcohol and Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41).

6. On March 10, 2011, the El Segundo Planning Commission is scheduled to Receive and File the Administrative Use Permit request.
Finding 2

- The proposed use is consistent and compatible with the purpose of the zone in which the site is located.

Facts in Support of Finding 2

1. The General Plan Land Use designation for the site is Commercial Center.

2. The zoning for the site is Commercial Center (C-4). Restaurants are a permitted use in this zoning district. The proposed use (on-site sale and consumption of beer and wine at a new restaurant) requires an Administrative Use Permit in accordance with ESMC § 15-5G-4(B).

3. The purpose of the Commercial Center (C-4) Zone is to provide for developing commercial establishments (retail and services) serving the City and surrounding area. The proposed use is consistent with this purpose of the zone in that restaurant and outdoor dining uses are permitted in the Commercial Center (C-4 Zone).

4. The proposed use is consistent with the Land Use Element in that the Commercial Center Land Use Category is intended to permit a mixture of community-serving retail, restaurants and other commercial service uses in an integrated shopping center design to serve a broad cross section of the City and surrounding area.

5. The proposed use is consistent with Land Use Element Goal LU4 in that it provides a stable tax base for the City through development of new commercial uses, primarily within a mixed-use environment, without adversely affecting the viability of Downtown.

6. The proposed use is consistent with Land Use Element Objective LU4-1 in that it promotes the development of high quality retail facilities in proximity to major employment centers.

7. The surrounding land uses include: commercial retail, restaurant, office, and light and heavy industrial uses. The proposed restaurant will be compatible with the surrounding uses.

Finding 3

- The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
Facts in Support of Finding 3

1. The restaurant will be located inside an existing commercial building and will be constructed in accordance with all applicable codes and regulations. New construction is proposed as part of the current request for the alcohol license, but will be limited to interior remodeling of the existing building. Sufficient parking will be provided on-site and on a neighboring parcel in compliance with ESMC Chapter 15-15.

2. The surrounding land uses include commercial retail, restaurant, and office uses, and light industrial uses. The proposed restaurant is a permitted use within the C-4 Zone.

3. The restaurant dining hours of operation are limited from 11:00 a.m. to 11:00 p.m. Sunday through Thursday, and from 11:00 a.m. to 12:00 a.m. Friday through Saturday. No live entertainment is proposed and the restaurant will be required to meet the noise and vibration requirements of ESMC § 7-2-1. The proposed hours are similar to those of other businesses in the immediate vicinity. Therefore, the proposed restaurant will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

4. The issuance of this license at 2005 Park Place #B-2 to Ragin Cajun Café, Inc. by the Alcoholic Beverage Control would serve a "Public Convenience or Necessity" in that the subject restaurant is located in a regional shopping center where the alcohol service would be a convenience for patrons of the shopping center. In addition, the restaurant would serve the City's 16,000 residents as well as the day time work force population of nearly 70,000 people. The business operation will not tend to create a law enforcement problem in consideration of the conditions of approval under which the restaurant must operate.

Finding 4

- Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic, and hazards have been recognized and mitigated.

Facts in Support of Finding 4

1. The sale of alcohol will not create any new impacts that would not be normally associated with the operation of a restaurant.

2. The proposed hours of operation and alcohol sales are limited from 11:00 a.m. to 11:00 p.m. Sunday through Thursday, and from 11:00 a.m. to 12:00 a.m. Friday through Saturday. The proposed restaurant is located in a predominantly commercial area that is not adjacent to any residential uses, which will minimize noise impacts on sensitive uses.
3. The proposed restaurant will provide adequate parking on-site and on the neighboring parcel. In addition, the restaurant is located on the street level within an existing shopping center, which will make it accessible by pedestrians on site and limit the vehicular traffic to and from the site.

4. In addition to complying with the requirements of the City of El Segundo and the State of California Department of Alcoholic Beverage Control the restaurant is subject to County Health Department regulations that address and monitor impacts of fumes and odors.

Finding 5

- The State Department of Alcoholic Beverage Control has issued or will issue a license to sell alcohol to the applicant.

Facts in Support of Finding 5

1. The applicant must obtain a license from the State of California Department of Alcoholic Beverage Control (Type No. 41).

DIRECTOR OF PLANNING AND BUILDING SAFETY DEPARTMENT ACTION

Based on these findings and facts in support of these findings, the Director of Planning and Building Safety Department APPROVES the proposed project, subject to the following conditions:

1. The restaurant dining hours of operation are limited to: 11:00 a.m. to 11:00 p.m. Sunday through Thursday, and 11:00 a.m. to 12:00 a.m. Friday through Saturday. Any change to the hours of operation or the hours that alcohol may be served is subject to review and approval by the Director of Planning and Building Safety.

2. The restaurant is limited to a maximum of 1,428 square feet with no outdoor dining.

3. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

4. Any subsequent changes to the floor plan and areas where alcohol will be served must be reviewed and approved to the satisfaction of the Director of Planning and Building Safety Department.

5. The applicant must obtain and maintain all licenses required by the Alcoholic Beverage Control Act (Business & Professions Code §§ 23300 et seq.). The applicant must obtain and maintain a Type 41 license.
6. The restaurant operations must comply with ESMC §§ 7-2-1, et seq. regulating noise and vibration.

7. The Planning and Building Safety Department and the Police Department must be notified of any change of ownership of the approved use in writing within 10 days of the completion of the change of ownership. A change in project ownership may be cause to schedule a hearing before the Planning Commission regarding the status of the administrative use permit.

8. The applicant must comply with all regulations of the Alcoholic Beverage Control Act and the regulations promulgated by the Alcoholic Beverage Control Board including, without limitation, the regulations set forth in 4 Cal. Code of Regs. §§ 55, et seq.

9. The applicant must post a sign in a clear and conspicuous location listing a phone number at which a responsible party may be contacted during all open hours of the establishment to address any concerns of the community regarding noise in the restaurant, patio and parking lot. Said contact's name and phone number must also be available through the restaurant staff at all times.

10. The applicant must, at all times, display a Designated Driver sign of at least ten inches by ten inches (10" X 10") in the bar and restaurant dining areas at eye level. The sign must be worded in a way that reminds patrons who are consuming alcohol to designate a non-drinking driver.

11. There must be no exterior advertising of any kind or type including advertising directed to the exterior from within, promoting or indicating the availability of specific alcoholic beverage products. Interior displays of alcoholic beverages which are clearly visible to the exterior constitute a violation of this condition.

12. All employees serving alcoholic beverages to patrons must enroll in and complete a certified training program approved by the State Department of Alcoholic Beverages Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on not less than a quarterly basis.

13. Any and all employees hired to sell alcoholic beverages must provide evidence that they have either:

   a. Completed training from the State of California Department of Alcoholic Beverage Control (ABC), Inglewood District Office administered Leadership and Education in Alcohol and Drugs (LEAD) Program in the form of an ABC-issued certificate; or,

   b. Completed an accepted equivalent by the ABC, Lakewood District Office to ensure proper distribution of beer, wine and distilled spirits to adults of
legal age. If any prospective employee designated to sell alcoholic beverages does not currently have such training, then;

c. The ABC-licensed proprietors must have confirmed with the Planning and Building Safety Department within fifteen (15) days of the Director’s decision, or by final project approval, that a date certain has been scheduled within the local ABC Office to complete the LEAD course.

d. Within thirty (30) days of taking said course, the employees, or responsible employer must deliver each required certificate showing completion to the Police Department.

14. The licensee must have readily identifiable personnel to monitor and control the behavior of customers inside the building premises. Staff must monitor activity outside in the parking lot and any adjacent property under the establishment’s control to ensure the areas are generally free of people and are cleared of patrons and their vehicles one-half hour after closing.

15. If complaints are received regarding excessive noise, parking availability, lighting, building access, and the like associated with the restaurant and the outdoor patio area, the city may, in its discretion, take action to review the Administrative Use Permit, including without limitation, adding conditions or revoking the permit.

16. The building must not be occupied by more persons than allowed by the California Building Code, as adopted by the ESMC.

17. The building must comply with California Building and Fire Code requirements, as adopted by the ESMC.

18. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of Environmental Assessment No. 910 and Administrative Use Permit No. 11-04. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of EA-910 or AUP 11-04, the Applicant agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.

**PLANNING COMMISSION**

This determination is scheduled to be received and filed by the Planning Commission at its March 10, 2011 meeting. Please be advised that this **does not** conclude the review
process. The City Council will determine whether or not to protest the issuance of the ABC License (Type 41) at its meeting on March 15, 2011.

Should you have any questions, please contact Paul Samaras, Principal Planner, at (310) 524-2312.

Sincerely,

Greg Carpenter, Director
Department of Planning and Building Safety

Cc: Stephen Domingue – Ragin Cajun Café, Inc., 2110 Artesia Blvd. #713, Redondo Beach CA 90278
City of El Segundo
INTER-DEPARTMENTAL CORRESPONDENCE

Circulation Date: March 1, 2011

TO: Mitchell Tavera, Police Chief
    Sam Lee, Building Safety Manager/Building Official

FROM: Greg Carpenter, Director, Planning and Building Safety
    Kimberly Christensen, AICP, Planning Manager

STAFF PLANNER: Paul Samaras, Principal Planner

SUBJECT: Environmental Assessment No. EA-910 and Administrative Use Permit No. 11-04

To allow the on-site sale and consumption of beer and wine (Type 41 ABC License) at a new restaurant (Ragin Cajun).

Address: 2005 Park Place #B-2
Applicant: Ragin Cajun Café, Inc. – Stephen Domingue
Business Name: RaginCajun
Property Owner: PES Partners, LLC

The proposed project involves the conversion of an existing 1,428 square-foot retail space into a new full service restaurant with alcohol service. The applicant requests approval of an Environmental Assessment for the project and an Administrative Use Permit to sell beer and wine for on-site consumption (Type 41 Alcoholic Beverage Control license). The project site is located in the Commercial Center (C-4) Zone in the Plaza El Segundo shopping center at the northeast corner of Rosecrans Avenue and Sepulveda Boulevard.

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project consists of converting an existing 1,428 square-foot retail space into a new restaurant use and providing on-site sale and consumption of beer and wine. The property is in an urbanized development area where it has adequate access and all public services and facilities are available. The site is currently developed as a 378,000 square-foot shopping center where it has adequate access and all public services and facilities are available. The site is in an area that is not environmentally sensitive. Therefore, the project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

Attached for your review and comment is a copy of the application, and plans. Please return the plans along with any comments by Thursday, March 3, 2011. If you have any
questions about the project, please contact Project Planner Paul Samaras at extension 2312.

Please email a copy of your comments psamaras@elsegundo.org.

COMMENTS:

No comments.

Reviewed By:

[Signature]

Encl.: Application
Plans

P:\Planning & Building Safety\Planning - Old\PROJECTS (Planning)\901-925\EA-910\EA-910; AUP 11-04 IDC.doc
City of El Segundo
Inter-Departmental Correspondence

March 2, 2011

To: Greg Carpenter, Director of Planning and Building and Safety

From: Mitch Tavera, Chief of Police

Subject: Environmental Assessment No. EA-910 and Administrative Use Permit No. 11-04
2005 Park Place #B-2
Applicant: Ragin Cajun Café, Inc. – Stephen Domingue
Business Name: Rajin Cajun
Property Owner: PES Partners, LLC

During the review process of the above listed ABC License application, the Police Department reviewed the application and approved its issuance without comment.

Based upon that process, the Police Department at this time does not intend on protesting the issuance of this license.
City of El Segundo
INTER-DEPARTMENTAL CORRESPONDENCE

Circulation Date: March 1, 2011

TO: Mitchell Tavera, Police Chief
    Sam Lee, Building Safety Manager/Building Official

FROM: Greg Carpenter, Director, Planning and Building Safety
      Kimberly Christensen, AICP, Planning Manager

STAFF PLANNER: Paul Samaras, Principal Planner

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Please email a copy of your comments psamaras@elsegundo.org.

COMMENTS:

SEE ATTACHED

Reviewed By:

[Signature and Title]

Encl.: Application
Plans

P:\Planning & Building Safety\Planning - Old\PROJECTS (Planning)\901-925\IEA-910\IEA-910; AUP 11-04 IDC.doc
The Environmental Assessment Number is EA-910
The address is 2005 E Park Pl
The use is a restaurant
The occupancy is B
The type of construction is V-B
The Building Code used is the 2007 CBC

Comments:
The project is to comply with the corrections under plan check B1220-10 submitted on 12/08/2010. Changes in the plans will need to be resubmitted for plan check. The following is a portion of the requirements.
The disabled access seating space and seats are to be clear of all aisle ways. The disabled access counter area is to be a maximum 34” in height, and 5’ in length.
CITY OF EL SEGUNDO
Department of Building Safety

PLAN REVIEW CHECKLIST

<table>
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<tr>
<th>PLAN CHECK NO.</th>
<th>B1220-10</th>
<th>EXPIRATION DATE:</th>
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<tr>
<td>WORK DESCRIPTION</td>
<td>TI for anew restaurant, partitions, ceiling, lighting</td>
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<tr>
<td>APPLICANT'S NAME</td>
<td>Jake Burns</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TEL. NO.:</td>
<td>310-256-1881</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
<td>121 Sierra St., El Segundo, Ca. 90245</td>
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<th>FLOOR AREA</th>
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<th>TYPE OF CONSTR.</th>
<th>NO. OF STORIES</th>
<th>FIRE SPRINKLER</th>
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<td>1428</td>
<td>Dining = 52</td>
<td>V-N</td>
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<td>yes</td>
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1st check date: 12-13-10
2nd check date: 02/14/11
3rd check date: 4th check date

Your application for a permit, together with plans and specifications, has been examined and you are advised that the issuance of a permit is withheld for the reasons hereinafter set forth. The approval of plans and specifications does not permit the violation of any sections of the Building Code or other local ordinances or state laws. Plan check is valid for 180 days from the date of filing, unless a good faith effort has been pursued to obtain the permit. Sec. 105.3.2.

In an effort to streamline the plan review process, please follow the steps outlined below to ensure that there is no delay in processing your application and reviewing your responses to these plan check comments.

Revised plans and calculations shall incorporate or address all comments marked on the original checked set of plans, calculations, and this plan review checklist. Provide a written response to each comment and show where and how it has been addressed. Identify the sheet number and detail or reference note on the revised plans where the corrections are made. Additionally, clouding, revision marks, or another method shall identify changes to the plans. Time spent searching for the corrected items on the revised plans or calculations will delay the review and approval process. Once all comments on the plans, calculations, and this checklist have been addressed, contact the plan check staff to see if an appointment can be scheduled or if the plans have to be resubmitted to review the changes made.

Walk in appointments are not allowed.

PLAN REVIEWER: Randell Kina
ADDRESS: 350 Main St El Segundo Ca 90245
EMAIL: rkina@elsegundo.org

Should you have any questions or need clarification pertaining to the comments made on your project, you may contact the plan check staff by telephone from M T W TH F.

- Bring the original checked set of plans and calculations along with this checklist for the resubmittal/meeting.
- Do not resubmit or schedule an appointment with the plan check staff until all comments have been addressed.
- Incomplete, indefinite or faded drawings or calculations will not be accepted.

A. PERMIT APPLICATION

1. Provide an 8-1/2"X 11" plot plan with the application.

2. When all required approvals are obtained, the permit application must be signed by the property owner, licensed contractor, or authorized agent at the time the permit is to be issued:
   a. For owner-builder permits: Owner's signature can be verified with owner's driver license. Owner's representatives must present owner's approval with a notarized letter from the owner.
   b. For contractor building permits: Prior to the issuance of a building permit, the contractor shall have the following:
      i. Certificate of workers Compensation Insurance made out to the Contractors State License Board.
      ii. Copy of Contractors State License or pocket ID.
      iii. Copy of city business tax registration certificate or a newly paid receipt for one.

B. ADMINISTRATION

1. Obtain all approvals/clearances from the following department/bureau/agency noted on item 2, by submitting one set of drawings to each department. It is necessary to apply immediately for the signoff as it can take weeks for some departments/bureaus/agencies to review and approve the project. All required approvals/clearances must be secured prior to permit issuance.

2. The final set of construction documents must be approved by the following department/bureau/agency, resubmit a set of plans to each Department that has corrections:
   a. Planning
   b. Public Works
   c. Fire
   d. Police
   e. Health dept.

3. Each sheet of the construction documents must bear the signatures, registration number and expiration date of the registered design professional in responsible charge licensed in the State of California – for the structural plans. The person in responsible charge of the plans for all other sheets

4. Include the name/address of the registered design professionals and/or consultants on the construction documents where applicable.

5. 2 set(s) of construction documents will be required during permit issuance. Construction documents must be:
   a. Quality blue or black line drawings with uniform and light background color.
   b. Max. 36" x 48" size with min. 1/8" lettering size.
   c. Sticky back details must produce prints without contrasting shades of background color.

6. Incorporate Best Management Practice Notes with Owners signature into the plans

<table>
<thead>
<tr>
<th>Additional Corrections:</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
</tr>
<tr>
<td>4. Provide complete plans and details for the loft Separate plan check submittal is required. a) Add a note to the plans that the loft is under as separate permit</td>
</tr>
</tbody>
</table>
# CHAPTER 11
## DISABLED ACCESS
4. Show the counter height and length at the bar areas. *Counter height is to be a max 34” and is to be 5' in length.*
5. Seats are not allowed to encroach into the aisle way width

## CEILING
1. Incorporate notes and details into the plans. (See handout)
   a. Add a note to provide special inspection

## STRUCTURAL
1. Door is now labeled as new. Provide complete framing plans for the door opening.
   Include the following:
   a. Material specifications
   b. Connections details
   c. Anchor details – including research report number, and note for any special inspections

## ENERGY-NEW DOOR
1. Show on the plans the door will have a U-value of .7 or less.
2. Add a note to provide weatherstripping
City of El Segundo

Planning and Building Safety
350 Main Street
El Segundo, CA 90245
(310) 524-2344; FAX: (310) 322-4167
www.elsegundo.org

APPLICATION FOR AN ADMINISTRATIVE USE PERMIT

Environmental Assessment No: 910 AUP No: 11-04

Date: DEC 22-290

Applicant:

PACIFIC CAFE, INC.

Name (print or type)
2110 ARTEZIA BLVD. # 713

Address
REDONDO BEACH, CA 90278

City/St/Zip

Check One: Owner □ Lessee ✓ Agent □

Property Owner:

PEG PARTNERS, LLC

Name (print or type)
921 12TH ST., SUITE 200

Address
MANHATTAN BEACH, CA 90266

City/St/Zip

Signature

Representative of applicant: (i.e., attorney, expeditor, etc.)

BEA SILVERMAN – BCI DESIGNS

Name (print or type) EXPEDITOR
2092 N. BELFLOUER BLVD., #450

Address
LONG BEACH, CA 90815

City/St/Zip

Signature

Phone FAX
562.421.6355 562.421.6355

Email
BEA.SILVERMAN@VERIZON.NET
El Segundo Municipal Code Sections Relating to Request: COMMERCIAL ZONES: CHAPTER 5/ARTICLE G/SECTIONS 15.56-1, 15.56-2 AND 15.56-4. SUBSEQUENT CHAPTERS PERTAINING TO SALE/CONSUMPTION OF ALCOHOL @ A RESTAURANT.

Request: Under the provisions of Section 15-22-3 of the El Segundo Municipal Code, application for consideration of an Administration Use Permit for the above described property.

1. Describe in detail the entire proposed project (type of construction, materials to be used, uses involved, i.e., bank, general office, industrial, restaurant, etc.) buildings, and other equipment necessary to the project. PROPOSED PROJECT IS A TELLANT IMPROVEMENT WHICH INVOLVES THE CONVERSION OF AN EXISTING RETAIL SPACE AT BUILDING PAD B-3 IN THE PLAZA EL SEGUNDO AT 2005 PARK PLACE INTO THE "RAGIN CAJUN" RESTAURANT. RESTAURANT WILL INCLUDE DINING AREA AND BAR FOR THE SALE OF FOOD, BEVERAGES, AND ALCOHOL WHICH WOULD PROMINENTLY BE FOR DINING IN, BUT WOULD INCLUDE TAKE OUT.

2. Describe the existing development on the site (include square footages and uses of each building). EXISTING DEVELOPMENT IS LOCATED ON BUILDING PAD B IN THE PLAZA EL SEGUNDO. PAD B-1 IS CURRENTLY OCCUPIED BY STARBUCKS (1858 SF). THE PROPOSED PROJECT IS FOR PAD B-2 (1484 SF), WHICH WAS PREVIOUSLY A RETAIL SPACE. PADS B-2 AND B-4 (1484 SF AND 2226 SF RESPECTIVELY) ARE CURRENTLY UNOCCUPIED. ALTHOUGH A SEPARATE PROPOSED PROJECT HAS PLANS FOR A DENTAL OFFICE AND A FURNITURE STORE FOR THESE SPACES.
3. Explain in detail why this particular site is especially suited for the proposed development and how it is compatible with the purpose of the zone.

SITE IS A COMMERCIAL (C-4) AND INCLUDES ESTABLISHMENTS WHICH SERVE THE CITY AND SURROUNDING AREA. THIS PROPOSED DEVELOPMENT IS FOR A RESTAURANT AND IS CONSISTENT WITH THE PERMITTED USES FOR THIS ZONE (MUNICIPAL CODE 15-56-2).

4. Describe how the proposed project relates to the development of adjacent properties and the immediate area and will not have detrimental effects to the adjacent properties or neighborhood.

THE COMMERCIAL SITE HOUSES VARIOUS RESTAURANTS CURRENTLY SERVING FOOD AND ALCOHOL IN FASHIONS SIMILAR TO THE "RAISIN CROWN" (EX: SALT CREEK GIN MARMALADE). PARKING REQUIREMENTS AND TRAFFIC ANALYSIS IS CONSISTENT WITH THE APPROVED PLAN CURRENTLY UPHELD BY PLAZA EL SEGUNDO.

5. Describe the requested hours of operation of the proposed use/uses. Please list hours for each use if there are multiple uses on the site. If the application is for an alcohol permit, please also clarify if any entertainment is proposed and what are the requested hours of entertainment.

PROPOSED HOURS OF OPERATION WILL BE: MONDAY - THURSDAY (11 AM TO 11:00 PM), FRIDAY - SATURDAY (11:00 AM - 12:00 AM), AND SUNDAY (11:00 AM - 11:00 PM). FOOD, BEER AND WINE WILL BE SERVED DURING THE PROPOSED HOURS OF OPERATION. NO PLANS FOR ENTERTAINMENT ARE BEING PROPOSED AT THIS TIME. BACKGROUND MUSIC PLAYED VIA AN IN-STORE SPEAKER WILL BE PART OF THE DINING EXPERIENCE.

6. If the application is for an alcohol permit, please list the type of alcohol license you are requesting (i.e., Type 41, On-site Sale and Consumption of beer and wine). "ABC" TYPE 41, ON SITE SALE AND CONSUMPTION OF BEER AND WINE.
NOTE: Separate Affidavits must be submitted if there are multiple owners.

OWNER'S AFFIDAVIT

I, We [Name], being duly sworn deposite and say that I/we the OWNER of the property involved in this application and that I/we have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information documents and all plans attached hereto are in all respects true and correct to the best of my/our knowledge and belief.

[Signature]

1-10-17

Date

STATE OF CALIFORNIA, )
County of Los Angeles, )ss.

On his ___________ day of ___________, 20 ___ , before me, the undersigned Notary Public in and for said County and State, personally appeared ________________ known to me to be the person whose name ____________________ subscribe to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

[Notary Public in and for said County and State]
State of California

County of Los Angeles

On January 10, 2011 before me, Natalie Spencer, Notary Public, personally appeared Daniel D. Crosser who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature of Notary]

NATALIE SPENCER
Commission # 1789131
Notary Public - California
Los Angeles County
(SEAL)
OWNER'S AUTHORIZATION

I hereby authorize BEA SILVERMAN (BE DESIGNS) to act for me in all matters relevant to this application. I understand that this person will be the primary contact on the project and will be sent all information and correspondence.

Owner's Signature - FES PARTNERS
(DAN CROSSER)

Date
1-7-61

APPLICANT AFFIDAVIT

I, We PAGIN CAJUN CAFE, INC. am (are) the APPLICANT(S) of the property involved in this application; I (we) have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application; and the information documents and attachments is true and correct to the best of my (our) knowledge and belief.

Applicant's Signature - PAGIN CAJUN
(STEPHEN DOMINGUE)

Date
1-6-66

SEE ATTACHED FOR SIGNATURE VERIFICATION

338
ACKNOWLEDGMENT

State of California
County of LA

On FEB 1, 2011 before me, INAE PARK
(insert name and title of the officer)

personally appeared STEPHEN DOMINGUE
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature INAE PARK (Seal)
# ENVIRONMENTAL CHECKLIST

**Environmental Assessment No:** 910

## BACKGROUND

1. **Project Title:** RAGUN CAJUN

2. **Project Location:** EL SEGUNDO PLAZA - PAD B
   2005 PARK PLACE, EL SEGUNDO

3. **Applicant:** RAGUN CAJUN CAFE, INC.

<table>
<thead>
<tr>
<th>Name (print or type)</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>2110 AVENIDA BUD, # 715</td>
<td>2100 BEACH, CA 90278</td>
<td>213-864-9174</td>
<td>817-225-1463</td>
<td><a href="mailto:ALBERT@RAGUNCAJUNCAFE.COM">ALBERT@RAGUNCAJUNCAFE.COM</a></td>
<td></td>
</tr>
</tbody>
</table>

## Property Owner

4. **Property Owner**

<table>
<thead>
<tr>
<th>Name (print or type)</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEG PARTNERS, LLC</td>
<td>221 12TH ST., SUITE 200</td>
<td>310-546-5781 x 205</td>
<td>310-546-2402</td>
<td><a href="mailto:DCROSNER@COMSTIC-NHCONS.COM">DCROSNER@COMSTIC-NHCONS.COM</a></td>
<td></td>
</tr>
</tbody>
</table>
5. Representative of applicant: (i.e., attorney, expeditor, etc.)

BEX SILVERMAN & BU DESIGNS
Name (print or type)
2892 N. BELLFLOWER BUO # 450
Address
LONG BEACH, CA 90815
City/Zip
87 ARCHITECT/ENGINEER:

JAKE BURNS
Name (print or type)
121 SIERRA ST
Address
EL SEGUNDO, CA 90245
City/Zip

Property situated at:
APN: 4130-015-030 (SEE ATTACHMENT)
(Exact legal description including Assessor Parcel Information. Provide attachment, if necessary).

General location:
PULG EL SEGUNDO between ROSECRANS AND SEPULVEDA
Address (Street/Avenue)

Existing Zoning:
C-4 General Plan Land Use Designation: COMMERCIAL CENTER

II. PROJECT INFORMATION

1. Site Area: 1444.922 Bldg Area: 7172 Bldg Height: 39-10

Floor Area Ratio (FAR): 1.35 FAR 0.20 (SITE) 0.199 FAR Percent of lot

coverage by structures: 1172

2. Total no. employees: 10 Max. per shift: 7 Days/Hours of operation: M-TH (11am - 11pm)

3. Number of on-site parking spaces provided: SEE ATTACHED

4. Proposed construction scheduling:


5. Will any permits (including a Hazardous Materials Business Plan) be required from agencies other than the City? (please explain) HEALTH DEPARTMENT AND ABC APPROVAL

6. Will the project use, store, or dispose of potentially hazardous chemicals, materials, toxic substances, flammables or explosives? (please explain) GREASE RECEPTOR. NO VACUUM- BASED CLEANERS

If yes to either 5 or 6 please describe in detail on a separate sheet.

City of El Segundo Initial Study Applicant Questionnaire
EXHIBIT B

LEGAL DESCRIPTION

(AS OF THE DATE OF THIS LEASE, PRIOR TO FINAL SUBDIVISION OR REQUIRED DEDICATIONS)

REAL PROPERTY IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**Legal Description of 29.2 Acre Parcel**

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 3 SOUTH RANGE 14 WEST IN THE Rancho Sausal Redondo, In the city of El Segundo, County of Los Angeles, State of California.

BEGINNING AT A POINT IN THE EASTERLY LINE OF SEPULVEDA BOULEVARD, AS DESCRIBED IN THE FINAL DEED OF CONDEMNATION RECORDED IN BOOK 13174 AT PAGE 92, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING 1040 FEET NORTHERLY, MEASURED ALONG SAID EASTERLY LINE, FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE NORTHERLY LINE OF LOT 4 OF TRACT NO. 1314, AS PER MAP RECORDED IN BOOK 20, PAGE 161 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE AS FOLLOWS: SOUTH 0° 01' EAST A DISTANCE OF 70.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 3050.00 FEET; SOUTHERLY ALONG SAID CURVE A DISTANCE OF 292.78 FEET; SOUTH 5° 29' WEST A DISTANCE OF 389.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 2950.00 FEET; SOUTHERLY ALONG SAID CURVE A DISTANCE OF 283.18 FEET; AND SOUTH 0° 01' EAST A DISTANCE OF 3.90 FEET TO THE NORTHERLY LINE OF AFORESAID LOT 4 OF TRACT NO. 1314; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4, SOUTH 56° 41' EAST A DISTANCE OF 5.74 FEET TO THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO THE PACIFIC ELECTRIC LAND COMPANY, RECORDED IN BOOK 5839, PAGE 185 OF DEEDS, RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY LINE OF SAID LAND SO DESCRIBED A PORTION OF WHICH IS SHOWN ON A MAP FILED FOR RECORD WITH THE DEED RECORDED IN BOOK 6708 PAGE 304 OF SAID DEED RECORDS, SOUTH 70° 41' EAST, A DISTANCE OF 219.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 458.59 FEET; THENCE EASTERLY ALONG SAID CURVE IN SAID NORTHERLY LINE A DISTANCE OF 475.28 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE OF SAID LAND SO DESCRIBED, NORTH 49° 56' 05" EAST A DISTANCE OF 1801.41 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND PASSES THROUGH THE POINT OF BEGINNING; THENCE NORTH 89° 59' 30" WEST, A DISTANCE OF 1820.11 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

Legal Description Of 8.1 Acre Parcel

THOSE PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 3 SOUTH RANGE 14 WEST IN THE RANCHO SAUSAL REDONDO, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO THE PACIFIC ELECTRIC LAND COMPANY RECORDED IN BOOK 5839, PAGE 185 OF DEEDS, WITH A LINE PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, WHICH Passes THROUGH A POINT IN THE EASTERLY LINE OF SEPULEDA BOULEVARD, AS DESCRIBED IN THE FINAL DECREE OF CONDEMNATION RECORDED IN BOOK 13174, PAGE 92, OFFICIAL RECORDS, SAID POINT BEING 1040 FEET NORTHERLY, MEASURED ALONG SAID EASTERLY LINE FROM THE INTERSECTION OF SAID EASTERLY LINE WITH THE NORTHERLY LINE OF LOT 4 OF TRACT NO. 1314, AS PER MAP RECORDED IN BOOK 20, PAGE 161 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE ABOVE MENTIONED NORTHWESTERLY LINE SOUTH 49° 56' 05" WEST A DISTANCE OF 1801.41 FEET TO THE BEGINNING OF A TANGENT CURVE IN SAID NORTHWESTERLY LINE CONCAVE NORTHERLY AND HAVING A RADIUS OF 458.59 FEET; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 347.79 FEET TO THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED RECORDED IN BOOK 6706, PAGE 304, OF DEEDS; THENCE ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LAND THE FOLLOWING COURSES AND DISTANCES; SOUTH 88° 48' 25" EAST 98.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 421.07 FEET; THENCE EASTERLY ALONG SAID CURVE 390.17 FEET; THENCE TANGENT TO SAID CURVE AT ITS POINT OF ENDING NORTH 58° 06' 05" EAST 172.86 FEET; THENCE NORTH 49° 56' 05" EAST A DISTANCE OF 1388.71 FEET TO A POINT WHICH BEARS SOUTH 40° 03' 55" EAST FROM THE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY LINE, NORTH 40° 03' 55" WEST 200 FEET TO THE POINT OF BEGINNING,
7. Existing land uses of the subject site and surrounding properties:

Subject property: 2005 PARK PLACE, EL SEGUNDO - PLAZA EL SEGUNDO PAD 43, 3
North: COMMERCIAL CENTER - PLAZA EL SEGUNDO
East: COMMERCIAL CENTER - PLAZA EL SEGUNDO
South: COMMERCIAL CENTER - PLAZA EL SEGUNDO
West: COMMERCIAL CENTER - PLAZA EL SEGUNDO

8. Physical Site:

Will the project modify existing natural features? NO
Estimated cubic yards of grading involved in the project: Cut= 0 Fill= 0

9. Other public agencies whose approval is required: (e.g., permits, financing, approval or participation agreement, etc.) HEALTH DEPARTMENT, AEC

III. ENVIRONMENTAL SETTING

1. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach and label photographs of the site and surrounding area. The site is a commercial plaza with various restaurants, a Starbucks, retail stores, and large chain retail stores like Whole Foods, Best Buy, PetSmart, World's Market, Borders, etc. Plants and landscaping is established and will not be affected by the proposed project. There are no historical, cultural or scenic preservation or designated by the proposed project. Animals do not currently inhabit the area.

2. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach and label photographs of the site and surrounding area. Surrounding properties include various restaurants, retail stores, and office spaces. The property has been developed as a commercial plaza; the proposed project will connect a retail space into a restaurant, with limited to no impact to the exterior or surrounding plaza space.
IV. ENVIRONMENTAL IMPACTS

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics ☐ Agricultural Resources ☐ Air Quality
☐ Biological Resources ☐ Cultural Resources ☐ Geology/Soils
☐ Hazards & Hazardous Materials ☐ Hydrology/Water Quality ☐ Land Use/Planning
☐ Mineral Resources ☐ Noise ☐ Population/Housing
☐ Public Services ☐ Recreation ☐ Transportation/Traffic
☐ Utilities/Service Systems ☐ Mandatory Findings of Significance

EVALUATION OF IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. The checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." You must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a. Earlier Analyses Used. Identify and state where they are available for review.

   b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. The explanation of each issue should identify:
   a. the significance criterion or threshold, if any, used to evaluate each question; and
   b. the mitigation measure identified, if any, to reduce the impact to less than significance.

ISSUES

A brief written explanation is required for all of your responses to the following questions except those checked “No Impact”. Your responses must be keyed to the corresponding question (e.g. a response to the first question should begin with “I a” followed by your narrative response).
### AESTHETICS
Would the project:

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<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<td>d)</td>
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### AGRICULTURAL RESOURCES
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

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<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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</table>

### AIR QUALITY
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

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<th></th>
<th>Potentially Significant Impact</th>
<th>With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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</table>
### Issues:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less than Significant Impact With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>c). Result in a cumulatively considerable net increase of any criteria pollutant for which the project region nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d). Expose sensitive receptors to substantial pollutant concentrations?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>e). Create objectionable odors affecting a substantial number of people?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>

### IV. BIOLOGICAL RESOURCES. Would the project:

| a). Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | ☐ | ☐ | ☐ | ☑ |
| b). Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | ☐ | ☐ | ☐ | ☑ |
| c). Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | ☐ | ☐ | ☐ | ☑ |
| d). Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | ☐ | ☐ | ☐ | ☑ |
| e). Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | ☐ | ☐ | ☐ | ☑ |
| f). Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat Conservation plan? | ☐ | ☐ | ☐ | ☑ |
V. CULTURAL RESOURCES. Would the project:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less than Significant Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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</thead>
<tbody>
<tr>
<td>a). Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5 of the Public Resources Code?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b). Cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5 of the Public Resources Code?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c). Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d). Disturb any human remains, including those interred outside of formal cemeteries?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

VI. GEOLOGY AND SOILS. Would the project:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less than Significant Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a). Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: i). Rupture of a known earthquake fault, as defined on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>ii). Strong seismic ground shaking?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>iii). Seismic-related ground failure, including liquefaction?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>iv). Landslides?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>b). Result in substantial soil erosion or the loss of topsoil?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c). Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>d). Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>e). Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</td>
<td>☐</td>
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</table>
### VII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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</thead>
<tbody>
<tr>
<td>a)</td>
<td>Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>b)</td>
<td>Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous material into the environment?</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>c)</td>
<td>Emit hazardous emissions or handle or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</td>
<td></td>
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</tr>
<tr>
<td>d)</td>
<td>Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>e)</td>
<td>For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people working in the project area?</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>f)</td>
<td>For a project within the vicinity of a private air strip, would the project result in a safety hazard for people residing or working in the project area?</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>g)</td>
<td>Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</td>
<td></td>
<td></td>
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<tr>
<td>h)</td>
<td>Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### VIII. HYDROLOGY AND WATER QUALITY. Would the project:

<table>
<thead>
<tr>
<th></th>
<th>Potentially Significant Impact</th>
<th>Less than Significant With Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Violate any water quality standards or waste discharge requirements?</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>b)</td>
<td>Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land use or planned uses for which permits have been granted?</td>
<td></td>
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</tbody>
</table>
Issues:

| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? | Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in flooding on- or off-site? | | | | |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage system or provide substantial additional sources or pollutants runoff? | | | | |
| f) Otherwise substantially degrade water quality? | | | | |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | | | | |
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood water? | | | | |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | | | | |
| j) Inundation by seiche, tsunami, or mudflow? | | | | |

IX. LAND USE AND PLANNING. Would the project:

| a) Physically divide an established community? | Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | | | | |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | | | | |

X. MINERAL RESOURCES. Would the project:

| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | Potentially Significant Impact | Less than Significant With Mitigation Incorporated | Less Than Significant Impact | No Impact |

City of El Segundo Initial Study Applicant Questionnaire 352 10 of 17
**Issues:**

<table>
<thead>
<tr>
<th>b). Result in the loss of availability of locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?</th>
</tr>
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<tr>
<td>Potentially Significant Impact</td>
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</tbody>
</table>

**XI. NOISE. Would the project result in:**

<table>
<thead>
<tr>
<th>a). Exposures of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standard of other agencies?</th>
</tr>
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<tr>
<td>Potentially Significant Impact</td>
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</table>

<table>
<thead>
<tr>
<th>b). Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</th>
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<tr>
<td>Potentially Significant Impact</td>
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<table>
<thead>
<tr>
<th>c). A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</th>
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<tr>
<td>Potentially Significant Impact</td>
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<tr>
<th>d). A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</th>
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<tr>
<td>Potentially Significant Impact</td>
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</tbody>
</table>

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<tr>
<th>e). For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?</th>
</tr>
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<td>Potentially Significant Impact</td>
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</table>

<table>
<thead>
<tr>
<th>f). For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</th>
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<td>Potentially Significant Impact</td>
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</table>

**XII. POPULATION AND HOUSING. Would the project:**

<table>
<thead>
<tr>
<th>a). Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potentially Significant Impact</td>
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<table>
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<tr>
<th>b). Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?</th>
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<td>Potentially Significant Impact</td>
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<table>
<thead>
<tr>
<th>c). Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?</th>
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<td>Potentially Significant Impact</td>
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</table>
XIII. PUBLIC SERVICES. Would the project:

a). Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- Fire protection?
- Police protection?
- Schools?
- Parks?
- Other public facilities?

XIV. RECREATION. Would the project:

a). Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b). Does the project include recreation facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?

XV. TRANSPORTATION/TRAFFIC. Would the project:

a). Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections?

b). Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?

c). Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?
### Issues:

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<th>Potentially Significant Impact</th>
<th>Less than Significant Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
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<tbody>
<tr>
<td>d).</td>
<td>Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</td>
<td>□</td>
<td>□</td>
<td>□</td>
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<tr>
<td>e).</td>
<td>Result in inadequate emergency access?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>f).</td>
<td>Result in inadequate parking capacity?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>g).</td>
<td>Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?</td>
<td>□</td>
<td>□</td>
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</table>

### XVI. UTILITIES AND SERVICE SYSTEMS. Would the project:

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<th>Potentially Significant Impact</th>
<th>Less than Significant Mitigation Incorporated</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>a).</td>
<td>Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>b).</td>
<td>Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>c).</td>
<td>Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>d).</td>
<td>Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>e).</td>
<td>Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>f).</td>
<td>Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>g).</td>
<td>Comply with federal, state, and local statutes and regulations related to solid waste?</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>
Mandatory Findings of Significance

a). Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? 

<table>
<thead>
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<th>Potentially Significant Impact</th>
<th>Less than Significant Impact</th>
<th>No Impact</th>
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</table>

b). Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less than Significant Impact</th>
<th>No Impact</th>
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c). Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

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<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less than Significant Impact</th>
<th>No Impact</th>
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</table>
OWNER'S AFFIDAVIT

I, We, FES PARTNERS, LLC/DAW CORNER being duly sworn depose and say that I/We am the OWNER of the property involved in this application and that I/We have familiarized myself (ourselves) with the rules and regulations of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information on documents and all plans attached hereto are in all respects true and correct to the best of my/our knowledge and belief.

[Signature]  
1-10  
[Date] 2011

STATE OF CALIFORNIA,  
County of Los Angeles  

On this __________ day of __________ 20____, before me, the undersigned Notary Public in and for said County and State, personally appeared ______________________ known to me to be the person whose name ______________________ subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State
State of California

County of Los Angeles

On January 10, 2011 before me, Natalie Spencer, Notary Public, personally appeared Daniel D. Crosser who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

[Seal]

NATASIA SPENCER
Commission # 1769131
Notary Public - California
Los Angeles County

(SEAL)
AGENT AUTHORIZATION

I hereby authorize [BREA SILVERMAN/BC DESIGN] to act for me/us in all matters relevant to this application. I understand that this person will be the exclusive contact on the project and will be sent all information and correspondence.

Owner's Signature - DAN CROSSER

AGENT AFFIDAVIT

I, we [BREA SILVERMAN/BC DESIGN] being duly sworn depose and say that I/We am the AGENT of the property involved in this application and that I/We have familiarized myself (ourselves) with the rules and regulation of the City of El Segundo with respect to preparing and filing this application and that the foregoing statements herein contained and the information on documents and all plans attached hereto are in all respects true and correct to the best of my/our knowledge and belief.

[Signature] JAN 11 2011

STATE OF CALIFORNIA, )
County of Los Angeles )ss.

On this _______________ day of __________________ 20__, before me, the undersigned Notary Public in and for said County and State, personally appeared ______________________ known to me to be the person whose name ______________________ subscribed to the within instrument, and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal.

[Notary Public in and for said County and State]

City of El Segundo Initial Study Applicant Questionnaire
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 01/11/11 before me, Raj Manchanda (Notary Public)

(Here insert name and title of the officer)

personally appeared Bev Silverman,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to

the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized

capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of

which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph

is true and correct.

WITNESS my hand and corporate seal.

(Notary Seal)

Signature of Notary Public

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Titles or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date ________

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☒ Individual (s)
☐ Corporate Officer

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

☐ Other__________

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

☐ State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.

☐ Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.

☒ The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).

☐ Print the name(s) of document signer(s) who personally appear at the time of notarization.

☐ Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.

☒ The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.

☒ Signature of the notary public must match the signature on file with the office of the county clerk.

☐ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.

☐ Indicate title or type of attached document, number of pages and date.

☐ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

☐ Securely attach this document to the signed document.
EL SEGUNDO CITY COUNCIL  MEETING DATE: March 15, 2011
AGENDA STATEMENT  AGENDA HEADING: Consent Calendar

AGENDA DESCRIPTION:
Consideration and possible action regarding the approval of a Professional Services Agreement with RBF Consulting, to provide environmental review services pursuant to the California Environmental Quality Act (CEQA) for the Raytheon El Segundo South Campus Specific Plan Project. (Fiscal Impact: up to $473,628 Developer Reimbursed Trust Fund)

RECOMMENDED COUNCIL ACTION:
1. Approve a budget appropriation of up to $473,628 to provide environmental review services;
2. Authorize the City Manager to execute a Professional Service Agreement for environmental review services approved as to form by the City Attorney in an amount not to exceed $473,628; and/or;
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. RBF Consulting Cost Proposal
2. RBF Consulting Proposal for Preparation of an Environmental Impact Report for the Raytheon El Segundo South Campus Specific Plan Project.

FISCAL IMPACT: $473,628

Amount Budgeted: N/A
Additional Appropriation: $473,628
Account Number(s): Developer Reimbursed Trust Fund to be established for this project

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

BACKGROUND AND DISCUSSION:
The City Council previously directed Planning and Building Safety staff to obtain Council approval on any planning consulting services contracts over $200,000 for the preparation of the necessary environmental review pursuant to the California Environmental Quality Act (CEQA). Planning Division staff seeks approval to enter into an agreement for CEQA review of the Raytheon El Segundo South Campus Specific Plan Project.

On January 12, 2011 the Planning and Building Safety Department distributed a Request for Proposal for a qualified environmental consultant. The required environmental review is for a proposed Specific Plan for the 142.28 acre Raytheon site located south of El Segundo Boulevard.
generally between South Sepulveda Boulevard and South Douglas Street. The proposed project is for a Specific Plan to allow the property to be built out to a .6 floor area ratio (FAR). The proposed project would allow for up to an additional 1,843,630 net square feet of development in addition to the existing 1,874,591 net square feet of development on the campus site. The project entitlements will include a General Plan Amendment, General Plan Map Amendment, Zone Change, Zone Text Amendment and Specific Plan. The project would also include a Development Agreement and a Vesting Tentative Tract Map to divide the property into 24 parcels.

The City received proposals from seven (7) qualified planning, urban design and environmental consulting teams. Based on the firm’s understanding of the project scope, technical expertise, overall qualifications of the project team and budget, the Planning and Building Safety Department staff interviewed the top three firms, namely, PCR, PBS&J, and RBF Consulting. Based on the overall qualifications of the project team, current workload and cost proposal, Planning and Building Safety staff recommends selecting RBF Consulting.

The consultant was asked to prepare a budget based upon the preparation of an Environmental Impact Report (EIR). As the City has not yet received a formal application submittal from Raytheon, the consultant was also requested to submit a cost proposal that includes optional items should the applicant need the City’s consultant to provide these services. The optional items include: 1) a geology and soils technical review, 2) hazardous materials technical review, and 3) peer review of the infrastructure analysis for the Project. Planning Staff recommends that the City enter into an agreement in the amount of $473,628, which includes the cost of the EIR ($351,270), the cost of the additional optional tasks ($43,420), and an additional 20% contingency allowance because of the complexity of the Project ($78,938). If, through the review of materials submitted by the applicant, it is determined that the consultant does not need to complete the optional items then a lower cost will be applicable. In addition, if all or a portion of the 20% contingency is unnecessary, the cost of the document may be reduced by up to $78,938. If Council approves the contract award to RBF Consulting, a reimbursement agreement between the applicant and the City must be executed.

Recommendation

The Planning and Building Safety Department requests that the Council: 1) approve a budget appropriation of $473,628 from a developer funded trust account for planning consulting services; and 2) authorize the City Manager to execute a Professional Services Agreement with RBF Consulting in a form approved by the City Attorney, for a combined total not to exceed $473,628.
## IX. BUDGET

### Table: Costs by Task

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<tbody>
<tr>
<td>1.0 PROJECT SCOOPING</td>
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<td>12</td>
<td>8</td>
<td>6</td>
<td>6</td>
<td>2</td>
<td>28</td>
<td>$4,400</td>
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<tr>
<td>1.1 Project Kick-Off and Project Characterization</td>
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<td>8</td>
<td>4</td>
<td>2</td>
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<td>5</td>
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<td>1.2 Research and Investigation</td>
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<td>1.3 Agency Coordination</td>
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<td>1.4 Preparation of the Initial Study</td>
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<td>1.5 Notice of Preparation</td>
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<td>2</td>
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<td>1.6 Scoping Meeting</td>
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<td>1.7 Preparation of Administrative Draft EIR</td>
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<td>1.8 Introduction and Purpose</td>
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<td>1.9 Executive Summary</td>
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### Budget Summary

- **Total Budget**: $41,495
- **Total Labor Cost**: $41,495
- **Total Design Review Services**: $30,000
- **Total Meeting Coordination**: $28,800
- **Total Specific Plan Review**: $24,350
- **Total Site Plan Review**: $25,200
- **Total Design Review Memorandum**: $17,890
- **Total Costs**: $119,030

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**Note**: Costs are approximate and subject to change based on actual work performed.
UPDATED PROPOSAL
FOR CONSULTING SERVICES

Raytheon El Segundo
South Campus Specific Plan
Environmental Impact Report
and Design Review Services

Prepared for:
City of El Segundo

Submitted by:
RBF Consulting

March 8, 2011
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I. INTRODUCTION AND UNDERSTANDING OF THE PROJECT

1.1 INTRODUCTION

RBF Consulting has submitted this Updated Proposal to prepare an Environmental Impact Report (EIR) to assess potential impacts and identify mitigation measures for the Raytheon El Segundo South Campus Specific Plan Project in the City of El Segundo. This proposal also responds to the City's request for Design Review Services. The Draft EIR, Final EIR, and associated work products will be prepared in accordance with the criteria, standards and provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.), California CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), the City of El Segundo Environmental Guidelines, and the regulations, requirements and procedures of any other responsible Public Agency with jurisdiction by law. RBF will, throughout the document, and where appropriate, relate the proposed Project to the general trends in El Segundo and the surrounding area.

Each of the issues studied in the EIR will be approached thoroughly in order to fully assess all potential impacts, establish thresholds of significance, and identify mitigation measures. RBF is the lead firm for this work program and will provide services from our Corporate Headquarters in Irvine. Our familiarity with environmental and land use issues involving projects proposing increased land use intensities in urban communities, coupled with prior Specific Plan environmental review experience throughout Southern California are key assets that we will offer in order to complete the environmental clearance for the project.

1.2 STATEMENT OF RBF'S COMMITMENT TO THE CITY

The following affirms RBF's commitment to the City of El Segundo and the proposed work program:

1. The proposed services to be provided by the RBF Consulting team involve the preparation of environmental compliance documentation, pursuant to the CEQA Guidelines, for the Raytheon El Segundo South Campus Specific Plan Project in El Segundo, California.

2. RBF Consulting is focused on a comprehensive and complete review process. The RBF team will provide services, pursuant to the goals set forth by the City, and as detailed in Section II of this proposal.

3. RBF Consulting will thoroughly address each environmental issue area and will recommend the appropriate CEQA clearance for the project. RBF Consulting holds as the top priority, the integrity of documentation and processing, focusing on legal defensibility and full compliance with CEQA.

4. All aspects of RBF Consulting's proposal, including costs, have been determined independently, without consultation with any other prospective Consultant or competitors for the purpose of restricting competition.
City of El Segundo
Proposal for the Raytheon El Segundo South Campus Specific Plan
Environmental Impact Report and Design Review Services

5. All declarations in RBF Consulting’s proposal and attachments are true and constitutes a warranty, the falsity of which shall entitle the City to pursue any remedy by law.

6. This March 8, 2011 updated proposal by RBF Consulting is binding, if the proposal is selected and a contract is awarded.

7. The RBF Consulting team agrees to provide the City of El Segundo with any other information that the City determines to be necessary for an accurate determination of the Consultant’s ability to perform services as proposed.

8. If RBF Consulting is selected for this and all other assignments with the City, RBF Consulting will comply with all applicable rules, laws and regulations.

9. RBF has a dedicated team whom maintains the in-house Library/Filing Management System. All project related files are categorized and independently filed to preserve the integrity of the Administrative Record. Documentation of all project transactions are kept in a central file readily accessible to project team members. Any public records act or Administrative Record requests are coordinated with the Lead Agency, and implemented per applicable laws and regulations.

1.3 UNDERSTANDING OF THE PROJECT

The City of El Segundo is seeking a consultant to prepare an Environmental Impact Report (EIR) and provide Design Review Services for a Specific Plan involving the 142.28-acre Raytheon El Segundo site located south of East El Segundo Boulevard, in the block between South Sepulveda Boulevard and South Douglas Street. The proposed project would allow for up to an additional 1,843,630 net square feet in development in addition to the 1,874,591 net square feet of development already located on the campus site. The project entitlements include a General Plan Amendment, General Plan Map Amendment, Zone Change, Zone Text Amendment and Specific Plan. The project would also include a Development Agreement and a Vesting Tentative Tract Map to divide the property into an estimated 24 parcels. There is no current plan for the build-out of the site, however, it is anticipated that the additional development would be constructed over the estimated 10-year term of the proposed Development Agreement.

The proposed overall FAR for the Specific Plan area is 0.6 on a pre-dedication of public right-of-way basis. As part of the Development Agreement and Specific Plan, it is proposed that Hughes Way be connected with Nash Street. Some demolition is anticipated in the submitted conceptual site plan (approximately 16,000 square feet of existing office and warehouse). The draft Specific Plan would identify uses and conditionally permitted uses. It is anticipated that the Specific Plan would allow for flexibility in what is ultimately developed at the site. The Specific Plan is anticipated to also provide the flexibility to Raytheon to dispose of property to other owners to be utilized for uses allowed in the Plan. It is proposed that all new construction would exceed minimum Cal Green standards.

The initiation of the CEQA process will involve a detailed scoping process including a review of issues, constraints and project opportunities. RBF, working closely and in collaboration with City Staff, will embark on an agency consultation process, which will include a public scoping session, which will provide an opportunity to obtain a better understanding of key environmental concerns of concerned agencies and the community, as well as informing the public as to the purpose of the
CEQA review and determination process. The Initial Study will be circulated with the Notice of Preparation for a 30-day review. Comments received during the review period will be evaluated as part of preparation of the Draft EIR.

The Draft EIR will include the Introduction and Purpose, Executive Summary and Project Description. The Environmental Analysis section will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of Project construction and implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (Notice of Preparation responses; Public Scoping mailing; and any other relevant and valid informative sources) will also be evaluated. The environmental analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area; identify short-term and long-term environmental impacts associated with the project and their levels of significance. Feasible mitigation measures will be recommended to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts even after mitigation. The environmental documentation will assist in identifying constraints, modifications and improvements which may be incorporated into the land planning process. The EIR will include analysis for the following environmental issue areas:

- **Air Quality:** Air emissions resulting from demolition, project construction and buildout will be studied. The project's mobile and area source emissions will be evaluated in accordance with the South Coast Air Quality Management District's modeling criteria.

- **Drainage and Water Quality:** The RBF team will evaluate alterations to on- and off-site drainage facilities and water quality impacts. RBF's Hydrology Division will conduct a peer review of the Applicant's technical study information in order to confirm accuracy and compliance with CEQA.

- **Geology and Soils:** Project site conditions, potential constraints and recommendations for corrections to existing soil and geotechnical conditions will be presented. Two optional approaches are presented for this section, including peer review of Applicant-prepared technical studies or independent technical analysis.

- **Greenhouse Gas/Climate Change:** RBF will conduct a greenhouse gas emissions analysis and a review of consistency with the State's goals for reducing emissions.

- **Hazards and Hazardous Materials:** Based upon available environmental references and data from the Applicant and City, this section will identify any known existing hazardous conditions in the project area. Two optional approaches are presented for this section, including peer review of Applicant-prepared studies or an independent Phase 1 Hazardous Materials review.

- **Land Use and Relevant Planning:** Consistency with existing policies, standards and overall compatibility of the project with nearby uses will be studied.

- **Noise:** Project noise impacts to sensitive uses in the vicinity will be addressed. Impacts along local roadways and to sensitive receptors in the vicinity will be analyzed.
• **Public Services and Utilities:** The ability of existing public services, utilities and infrastructure to support development and increased demand will require further analysis. This section will include an SB 610 Water Supply Analysis.

• **Traffic and Circulation:** RBF will address on- and off-site construction affects traffic levels of service impacts, turning movements, circulation improvements and improvements for nearby roadways and regional facilities. Optional traffic review tasks have been identified that are subject to further discussions with City Staff.

• **Growth Inducing Impacts:** The potential for the Project to induce growth will be evaluated in accordance with local and regional projections.

• **Alternatives:** The analysis will evaluate possible impacts associated with alternatives capable of avoiding or reducing the project impacts. A comparative analysis of impacts for each alternative will be conducted. A matrix will be utilized to assist the reader when evaluating impacts.

• **Cumulative Impacts:** A comprehensive review will be conducted.

The scale of the project, as well as its geographical location, requires consideration of environmental, planning and design criteria. Careful consideration is necessary for on-site conditions and compatibility of the project with the surrounding community. RBF will serve as an extension of staff to assure that the entire CEQA process is conducted in a comprehensive manner, which will include consideration of recent CEQA legislation and requirements of reviewing agencies. The RBF project management team led by Mr. Glenn Lajoie, AICP and Ms. Rita Garcia, will provide regular and consistent communications and updates to staff on the progression of the work program and status of the analysis.

The RBF Team will be viewed as an integral component in the project review and will participate in meetings with staff and public hearings, as required by the City. The RBF Team will have the responsibility of leading the public participation program for the environmental review, including the Public Scoping meeting, Draft EIR public review meeting, and throughout the public hearing process for certification of the EIR. The RBF Team will assist decision makers and the public in understanding the analysis, conclusions of the EIR review and guide the CEQA review process. RBF has served in this role with a countless number of agencies and with a wide range of project's of great interest to communities.

RBF will complete the environmental review process, respond to all comments received during the Draft EIR public review period, prepare the mitigation monitoring program and draft the necessary Findings and possible Statement of Overriding Considerations pursuant to Sections 15091 and 15093 of the CEQA Guidelines. The environmental review process will result in the presentation of pertinent information associated with Project impacts and findings to the City decision makers for determination and CEQA certification.

RBF’s Design Review Services involve review of the project site plan, draft Specific Plan and supporting information in order to provide the City with comments and recommendations to enhance the overall quality of the project. RBF has served in similar roles for high profile master plan projects in other communities such as Novato, Santa Paula, Tustin and Los Alamitos.
II. SCOPE OF WORK

The following Scope of Work has been prepared based upon information received by RBF Consulting. The cost estimate, which is itemized according to task and issue, is included in Section IX of this proposal.

1.0 PROJECT SCOPING

1.1 PROJECT KICK-OFF AND PROJECT CHARACTERISTICS

The EIR work program will be initiated with a kick-off meeting with City Staff to discuss the project in greater detail. This initial meeting is vital to the success of the CEQA process and will be a key milestone in order to confirm the parameters of the analysis, the details of construction proposed buildout conditions, scheduling and overall communications. Prior to the kick-off, RBF will distribute a kick-off meeting agenda and detailed memorandum, which will identify information needs. Based upon the detailed project information obtained at the project kick-off meeting, RBF will draft a preliminary project description for review and approval by City Staff.

1.2 RESEARCH AND INVESTIGATION

RBF will obtain and review available referenced data for the project area, including policy documentation from the City of El Segundo, County of Los Angeles, State and Federal agencies, the Southern California Association of Governments and all other agencies which may be affected by the Project. This information, along with environmental data and information available from the City and other nearby jurisdictions, will become part of the foundation of the EIR and will be reviewed and incorporated into the analysis, as deemed appropriate. This task includes a visit to the project area, which will include a detailed photographic recording of on- and off-site conditions.

1.3 AGENCY CONSULTATION

As indicated in Section 15083 of the CEQA Guidelines, many public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the Notice of Preparation and Public Scoping Meeting will provide that opportunity, RBF will conduct additional discussions with local, state and federal agencies which will assist in the early stages of the analysis and issue delineation. This scoping can be an effective way to bring together and resolve the concerns of affected Federal, State and local agencies as well as the local community.

1.4 PREPARATION OF THE INITIAL STUDY

The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The Initial Study will be structured in the same format as Appendix G of the CEQA Guidelines. The Initial Study will contain a description of the Project, the Project location, and a description of the environmental setting. The main body of the document will consist of a City-approved environmental checklist and an
accompanying environmental analysis. This section will denote the appropriate CEQA action based upon the Environmental Checklist/Environmental Analysis.

The Project will be analyzed for the potential to create significant environmental impacts in the areas specified on the City’s approved environmental checklist. The Initial Study will also include mandatory findings of significance, long-term versus short-term goals, cumulative impacts, and direct and indirect impacts upon human beings.

1.5 NOTICE OF PREPARATION

RBF will prepare, distribute and file the Notice of Preparation (NOP) for the EIR. A Draft NOP will be prepared and forwarded to City Staff for review and comment. RBF will then finalize the NOP for distribution. The distribution will be based on a City-approved distribution list to be provided by City staff. This task includes certified mailing of approximately fifty (50) notices to affected agencies and interested parties. Comments received in response to the NOP will be evaluated during the preparation of the EIR.

1.6 SCOPING MEETING

A public scoping meeting, which can also involve Federal, State or other local agencies, will be scheduled during the NOP public review period, in order that the community can gain an understanding of the proposed project and provide comments on environmental concerns. The Scoping Meeting will orient the community on the CEQA review process and will be presented in a manner which the community can gain a greater understanding of the proposal, intent of CEQA and the key issue areas to be addressed in the EIR. RBF will provide a PowerPoint presentation, handouts and presentation-size graphics to supplement the discussion. Following the presentation, the meeting will be devoted to public participation, questions and comments. Written comment forms will be provided for this purpose, and these comments, along with oral comments, will become a part of the administrative record.

2.0 PREPARATION OF ADMINISTRATIVE DRAFT EIR

2.1 INTRODUCTION AND PURPOSE

The Introduction will cite the provisions of CEQA, the CEQA Guidelines, and the City of El Segundo CEQA Implementation procedures for which the proposed project is subject. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies and documentation incorporated by reference.

2.2 EXECUTIVE SUMMARY

The Executive Summary will include a Project Summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.
2.3 PROJECT DESCRIPTION

The Project Description section of this EIR will detail the project location, background and history of the project, discretionary actions, characteristics (addressed in Task 1.1), goals and objectives, construction program, phasing, agreements, and required permits and approvals that are required based on available information. This section will include a summary of the Project's local environmental setting for the project. Exhibits depicting the regional and site vicinity will be included in this section.

2.4 THRESHOLDS OF SIGNIFICANCE

This section will provide a comprehensive description of thresholds of significance for each issue area of the environmental analysis. The significance threshold criteria will be described and will provide the basis for conclusions of significance. Primary sources to be used in identifying the criteria include the CEQA Guidelines, local, State, Federal or other standards applicable to an impact category.

2.5 CUMULATIVE PROJECTS/ANALYSIS

In accordance with Section 15130 of the CEQA Guidelines, the EIR will include a section providing a detailed listing of cumulative projects and actions under consideration for the analysis. The likelihood of occurrence and level of severity will be studied. The purpose of the section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future, even if those projects are outside of El Segundo's jurisdiction. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the project area. RBF will consult with City staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis. The cumulative analysis for each topical area will be incorporated throughout the analysis in Section 2.6.

2.6 ENVIRONMENTAL ANALYSIS

RBF will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of Project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (Notice of Preparation responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. These analyses will be performed by qualified Environmental Analysts, CEQA experts and Planners at RBF.

The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term operational impacts associated with the project and their levels of significance. The impact analysis will be in a consistent order of environmental factors as Appendix G of the CEQA Guidelines (Aesthetics, Agricultural, Air Quality, etc.). For each Environmental Factor Analysis Section, the Impacts Subsection will begin with a list of all issues contained in the Initial Study. The thresholds for significance shall be identified for every environmental issue. A brief discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact in the Initial Study, explaining why these determinations were made and that no further analysis in the EIR is
warranted. The Impact Subsection will provide a detailed analysis of each issue determined to be Less Than Significant With Mitigation incorporated or Potentially Significant Impact in the same order as these issues are provided in the Initial Study. For each environmental issue requiring EIR analysis, the EIR will state the level of significance as determined in the Initial Study, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation for that environmental issue. This section will include analysis for the following environmental issue areas:

A. Air Quality

RBF's air quality staff will provide a thorough and complete assessment of the Project's air quality impacts. The proposed Project would result in demolition, construction, and operational-related emissions of air pollutants. In recognition of the need to provide a comprehensive evaluation of the project's impacts on air quality, RBF's Air Quality Analysis will quantify project emissions and identify mitigation measures to reduce potentially significant air quality impacts to the extent feasible. RBF's analysis will primarily follow guidance contained in the South Coast Air Quality Management District (SCAQMD) CEQA Air Quality Handbook. RBF's scope of work for the air quality review includes the following:

**Existing Conditions.** The project is located within the South Coast Air Basin (SCAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). RBF will describe the meteorological conditions and discuss ambient air monitoring data collected at the nearest monitoring station which is located at the Los Angeles International Airport. A description of the regulatory framework relating to air quality (i.e., California Clean Air Act, Air Quality Management Plan, etc.) will also be provided.

**Standards and Conditions.** A summary of the relevant policies, rules, and regulations from the U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and the SCAQMD will be provided.

**Sensitive Reports.** An overview of the nature and location of existing sensitive receptors will be provided. The sensitive receptors would include, but not be limited to residences, schools and churches in the project vicinity.

**Demolition/Construction-Related Emissions.** Emissions generated due to demolition and construction activities will be quantified. A general description of the major phases of construction and their timing will be required. The air pollutant emissions during demolition and construction will be compared to the SCAQMD Regional and Local Significance Thresholds. RBF will also qualitatively discuss naturally occurring asbestos impacts.

**Operational Air Emissions.** RBF will quantify operational emissions then provide a comparison to the SCAQMD regional thresholds of significance. The emissions will be quantitatively derived utilizing the EEMAC2007 and URBEMIS2007 models. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the SCAQMD's 2007 Air Quality Management Plan for the South Coast Air Basin will be evaluated.

**Localized Emissions.** Consistent with the SCAQMD environmental justice program and Localized Significance Threshold (LST) methodologies, RBF will identify impacts using SCAQMD's localized thresholds or the Ambient Air Quality Standards. RBF will identify mitigation measures, if
necessary, to reduce emissions to less than significant levels. Should project traffic warrant Carbon Monoxide Hotspot modeling, RBF will model intersections utilizing the BREEZE ROADS model. The analysis will be consistent with the Transportation Project-Level Carbon Monoxide Protocol, prepared by the Institute of Transportation Studies at the University of California, Davis.

B. Drainage and Water Quality

This task assumes that technical analysis related to drainage and water quality impacts would be prepared by the Project Applicant. RBF's in-house stormwater specialists will perform a peer review of the Applicant's studies for technical accuracy, consistency with applicable standards, and defensibility. RBF will review the reports to ensure that the studies contain a review of existing documentation, watershed boundary delineation, existing conditions analysis, analysis of proposed hydrology, analysis of proposed drainage facilities, floodplain impacts, water quality impacts (WQMP) and NPDES requirements.

This scope includes two rounds of peer review of the hydrology and water quality study and two comment memos based on the review. After the first round of peer review, a second round would be performed in order to confirm that initial comments were adequately addressed.

Utilizing the finalized drainage and water quality reports, this impact section will address changes in absorption rates, drainage patterns, storm drain improvement, and downstream affects. RBF will also evaluate water quality conditions and identify water quality (NPDES) techniques/structures in accordance with local, State and Federal requirements. The potential for the project to degrade water quality, interfere with groundwater recharge or expose people to water related hazards will be identified.

C. Geology and Soils

This scope of work assumes that geotechnical documentation would be prepared by the Project Applicant and provided for use within the EIR. In the event that the Project Applicant does not provide a site-specific geotechnical study for review, Optional Task 8.1 has been provided for an independent site-specific geotechnical review and would replace this task.

To assist in ensuring a comprehensive and defensible review of impacts related to geology and soils, RBF has retained D. Scott Magorien, CEG, for the technical peer review of Applicant-prepared geotechnical documentation. The peer review would consist of the following:

- A review of relevant geologic/soils data, color aerial photographs, as well as contacting the City and County Emergency Management Agency to request records of geotechnical reports associated with construction of the existing building, and the adjacent commercial developments;

- A technical peer review of the Applicant-prepared geotechnical report for the project for the purpose of assessing the adequacy of the consultant's evaluation of site-specific geologic hazards and potentially significant geotechnical constraints, and mitigation measures associated with the proposed development;

- A review of the most recent proposed grading plan; and
Site reconnaissance to review on-site geologic conditions.

This effort would include two rounds of peer review, involving an initial letter report that would address the adequacy of the geotechnical consultant's report in terms of characterization of geotechnical/geologic hazards and constraints, and associated mitigation recommendations. The second round of the review would involve an assessment of the adequacy of their responses to initial peer review comments. No assessment of soil or groundwater contamination is included for this review.

The finalized geotechnical report would be utilized by RBF to support the conclusions within the EIR. The impact section will provide a description of existing conditions, potential project impacts and hazards, and applicable mitigation measures, if necessary.

D. Greenhouse Gas Analysis/Climate Change

RBF has developed proprietary models for quantifying and analyzing greenhouse gases (GHG) from a variety of direct and indirect sources including construction, vehicular traffic, electricity consumption, water conveyance, and sewage treatment. RBF's analyses recommend innovative greenhouse gas/air pollutant reduction methods during the construction and operation of a project, conduct advanced air dispersion modeling, evaluate the potential impacts of air pollutants on surrounding areas, investigate the use of renewable energy sources/energy efficient products, and quantify the benefits of resource conservation (i.e., electricity usage, recycling, etc.). The following outlines RBF's Climate Change Analysis for the proposed project:

Emissions Inventory. RBF will review the land use data associated with the Specific Plan and will prepare an inventory of the greenhouse emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct and indirect sources. The emissions inventory will be compiled consistent with the methodology prescribed by the California Air Resources Board (CARB) in the Local Government Operations Protocol for the Quantification and Reporting of Greenhouse Gas Emissions Inventories.

The analysis will determine the project's impact by determining if it is consistent with the Assembly Bill 32 mandate of reducing GHG's by approximately 29 percent beyond "Business as Usual" conditions. The GHG reduction associated with the Specific Plan's design features will be quantified utilizing the California Air Pollution Control Officers Association (CAPCOA) methodology (Quantifying Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures [September 2010]).

Energy Conservation. RBF will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. These statutes and guidelines require CEQA compliance documentation to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will analyze energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation. Additionally, the assessment of environmental impacts on energy resources will include mitigation measures to reduce inefficient and unnecessary consumption of energy.
E. Hazardous Materials

This scope of work assumes that hazardous materials documentation would be provided by the project applicant for use in the EIR. In the event that the project applicant does not provide hazardous materials information, Optional Task 8.2 has been provided which involves the preparation of a Preliminary Hazardous Materials Assessment. This scope includes two rounds of peer review of the hazardous materials documentation provided by the applicant. After the initial peer review, a second peer review would occur in order to confirm that the initial comments were adequately addressed.

RBF's review will focus on the methodology used for the documentation. RBF will discuss the findings, opinions, and conclusions made in the documentation as it pertains to the CEQA document. This Task does not include an RBF site inspection, interviews, review of public records, or completion of other ASTM Standard Practice E 1527-05 areas that may or may not be present in the ESA document during the peer review. The finalized hazardous materials reports/information will be incorporated into the EIR. Existing Conditions, potential project impacts and applicable mitigation measures will be presented.

F. Land Use and Relevant Planning

In accordance with the City's 1983 specification requiring preparation of a Specific Plan, the project applicant proposes the El Segundo South Campus Specific Plan. Approval of the Specific Plan would allow the property to be built up to the permitted 0.6:1 FAR, or an additional 1,843,630 square feet including office, warehousing, light industrial, and retail. Additionally, the project involves relocating the existing private recreational facilities, a commercial gym and a jogging track.

The proposed project entitlements include a General Plan (Land Use Element) Amendment, in order to incorporate the Specific Plan, and a General Plan Land Use Map Amendment, in order to redesignate the site from Light Industrial to El Segundo South Campus Specific Plan. Pursuant to ESZC Section 15-26-1, amendments to the provisions of Title 15 may be undertaken by amending the Zoning Map or revising the text of the Zoning Title. Accordingly, the project proposes to amend the Zoning Map (i.e., a Zone Change), in order to rezone the site from M-1, O-S, and P-F to El Segundo South Campus Specific Plan. Additionally, the project proposes to revise the text of the Zoning Title (i.e., a Zone Text Amendment), in order to incorporate the Specific Plan text. In accordance with ELZC Section 15-3-2, Specific Plan Zones, the El Segundo South Campus Specific Plan, if adopted, would function as the zoning code for the property. The project also proposes a Development Agreement and a Vesting Tentative Tract Map, in order to divide the property into 24 parcels.

The Land Use and Relevant Planning analysis will establish baseline land use data, including existing land uses both on- and off-site, and will identify the relevant land use regulations. This section will also analyze the El Segundo South Campus Specific Plan for consistency with the El Segundo General Plan and Zoning Code policies and regulations, given the intended uses and existing entitlements for the property, as well as any pertinent deed restrictions. This section will also include an analysis of the project's proposed land uses as outlined in Specific Plan Section IV (Land Use) and a determination of their compatibility with existing and planned uses/improvements in the local area. This analysis will consider the surrounding properties, which are zoned Corporate Office (C-O), Urban Mixed Use North (MU-N) and P-F Zones to the north, M-1 Zone to the east and south, and O-S and P-F Zones to the west. The review will recommend, as necessary,
modifications to the proposed policies, guidelines, and standards specified in Specific Plan Section V, in order to mitigate potential impacts and incompatibilities. In addition, the regional planning review will include consistency with the SCAG Regional Comprehensive Plan and Guide Policies.

G. **Noise**

RBF's in-house acoustical team will conduct the noise analysis. Although the site is situated within a high-level noise environment, the short-term demolition, construction and ultimate buildout may affect uses in the local area. In consideration of sensitive receptors in the vicinity, the scope of work is as follows:

**Existing Conditions.** RBF will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts in the noise standards for the City of El Segundo will be discussed for land uses on and adjacent to the project site. RBF will conduct a site visit and take short-term noise level measurements throughout the project area. Noise monitoring equipment will consist of a Brüel & Kjær model 2250 sound level meter (SLM) equipped with Brüel & Kjær pre-polarized freefield microphone. The results of the noise measurements will be post-processed and graphically illustrated with the Brüel & Kjær Noise Explorer software. The noise monitoring survey will include short-term measurements at up to four separate locations to establish baseline noise levels in the project area.

**Demolition/Construction-Related Noise.** Demolition/construction would occur during implementation of the proposed project. The construction noise impacts will be evaluated in terms of maximum levels \( L_{\text{max}} \) and hourly equivalent continuous noise levels \( L_{eq} \) and the frequency of occurrence. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the City of El Segundo. The traffic noise levels from construction workers accessing the site will be qualitatively evaluated.

**Operational Noise Sources.** Potential effects of stationary noise sources will be evaluated based on local land use compatibility standards. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

The proposed project is anticipated to generate vehicular traffic trips from future growth. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The analysis will focus on noise impacts associated with the development of the proposed project. Model input data will include average daily traffic volumes, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. Traffic parameters necessary for the model input will be obtained from the traffic impact analysis.

H. **Public Services and Utilities**

RBF will contact potentially affected agencies to confirm relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities and the increased demand on services based on the proposed land uses. RBF will evaluate the ability of the project to receive adequate service based on applicable City and County standards and, where adequate services are not available, will identify the effects of inadequate service and recommended mitigation measures. Issues discussed include:
Public Services:

Solid Waste. Solid waste generation resulting from the proposed uses may impact landfill capacities. The analysis will establish baseline projections for solid waste, including composting and recycling for both construction and operation of the project. Project's compliance with AB 939 will also be addressed.

Fire. The overall need for Fire Services would potentially increase beyond existing conditions as a result of the project. The Fire Services review will include a review of existing services/facilities in the area, response times to the sites (which includes hazardous material responses to emergencies), available fire flow, project impacts and required mitigation.

Police. The Police Service review will focus upon response times to the site, available personnel and overall protection services. The overall need for police protection services would increase beyond existing conditions as a result of the project. Mitigation incorporated into the project design, including lighting, signage and security hardware to further reduce potential crime activity will be identified.

Schools. Potential impacts to schools focusing on existing conditions, student capacities, current enrollment and facility locations. Generation rates resulting from the project will be the basis for the impact analysis. Mitigation measures will be provided to reduce the significance of impacts.

Parks and Recreation. The review will include overall parkland conditions in the City and impacts which the project may have on the City park system. Potential impacts will be identified with mitigation to reduce the significance of impacts.

Public Utilities:

Water. Based upon technical information provided by the City, existing capacities and deficiencies will be addressed. The on-site potable and non-potable water system conditions will be presented. Off-site potable and non-potable water storage, pumping and transmission facilities will be studied. Refer to Task 2.6J regarding the proposed Water Supply Assessment.

Sewer. Based upon technical information provided by the City, existing capacities and deficiencies will be addressed. Major off-site sewer conveyance, treatment and disposal will be presented. Project generation, infrastructure connections, easement modifications and upgrades to the existing system will be studied. Refer to Optional Task 8.3 which pertains to an infrastructure Peer Review.

Electrical. Existing facilities, project impacts, infrastructure relocation, undergrounding of overhead lines, easements and necessary mitigation.

Telephone. Existing facilities, project impacts, infrastructure relocated, undergrounding of overhead lines, easements and necessary.

Gas. Existing facilities, project impacts, Infrastructure relocation, easements and necessary mitigation.
Roadway Maintenance. The proposed project may incrementally increase the maintenance of streets, storm drains, and other below surface facilities. RBF will consult with the project team and City Public Works Division to ascertain key concerns/impacts due to increased utilization of area roads.

I. Traffic and Circulation

RBF will prepare a traffic impact analysis for the proposed Raytheon El Segundo South Campus project. The traffic study will assess the impacts of the proposed project by analyzing forecast trip generation, distribution, and assignment of the proposed project on the study area circulation system. As necessary, mitigation measures for identified project-generated traffic impacts will be recommended in accordance with applicable agency performance criteria and thresholds of significance. This scope of work is based discussions with City staff and RBF transportation staff’s familiarity with the City of El Segundo and the project site.

Study Conditions. Based on discussions with City staff, the traffic analysis will identify traffic operations under the following scenarios:

- Existing Conditions;
- Forecast Near-Term Year Without Project Conditions;
- Forecast Near-Term Year With Project Conditions;
- Forecast Long-Range Without Project Conditions; and
- Forecast Long-Range With Project Conditions.

Study Area. The proposed project could generate approximately 20,000 average daily trips, which would include approximately 2,500 peak hour trips during both the a.m. peak hour and the p.m. peak hour. Therefore, as part of the analysis, RBF proposes to count up to 65 study intersections during the a.m. peak period (7:00 a.m. to 9:00 a.m.) and the p.m. peak period (4:00 p.m. to 6:00 p.m.) on a typical weekday; the list of study intersections can be modified based on discussion with City staff, along with the fee associated with this proposal accordingly:

- Vista Del Mar/Grand Avenue;
- Vista Del Mar/Rosecrans Avenue;
- Main Street/Grand Avenue;
- Lomita Street/Grand Avenue;
- Kansas Street/Grand Avenue;
- Sepulveda Boulevard (SR-1)/Westchester Parkway;
- Sepulveda Boulevard (SR-1)/Lincoln Boulevard;
- Sepulveda Boulevard (SR-1)/Century Boulevard;
- Sepulveda Boulevard (SR-1)/I-105 Westbound Off-Ramp;
- Sepulveda Boulevard (SR-1)/Imperial Highway;
- Sepulveda Boulevard (SR-1)/Walnut Avenue;
- Sepulveda Boulevard (SR-1)/Maple Avenue;
- Sepulveda Boulevard (SR-1)/Mariposa Avenue;
- Sepulveda Boulevard (SR-1)/El Segundo Boulevard;
- Sepulveda Boulevard (SR-1)/Hughes Way;
• Sepulveda Boulevard (SR-1)/Rosecrans Avenue;
• Sepulveda Boulevard (SR-1)/30th Street;
• Sepulveda Boulevard (SR-1)/Marine Avenue;
• Sepulveda Boulevard (SR-1)/18th Street;
• Sepulveda Boulevard (SR-1)/Manhattan Beach Boulevard;
• Hughes Way/Imperial Highway;
• Continental Boulevard/Mariposa Boulevard;
• Continental Boulevard/Grand Avenue;
• Continental Boulevard/Eti Segundo Boulevard;
• Nash Street I-105 Westbound Offramp/Imperial Highway;
• Nash Street/Atwood Way;
• Nash Street/Maple Avenue;
• Nash Street/Mariposa Avenue;
• Nash Street/Grand Avenue;
• Nash Street/Eti Segundo Boulevard;
• I-105 Eastbound Onramp/Atwood Way;
• Douglas Street/Imperial Highway;
• Douglas Street/Atwood Way;
• Douglas Street/Maple Avenue;
• Douglas Street/Mariposa Avenue;
• Douglas Street/Eti Segundo Boulevard;
• Douglas Street/Transit Center;
• Douglas Street/Rosecrans Avenue;
• Aviation Boulevard/Arbor Vitae Street;
• Aviation Boulevard/Century Boulevard;
• Aviation Boulevard/104th Street;
• Aviation Boulevard/111th Street;
• Aviation Boulevard/Imperial Highway;
• Aviation Boulevard/I-105 Ramps;
• Aviation Boulevard/116th Street;
• Aviation Boulevard/120th Street;
• Aviation Boulevard/124th Street;
• Aviation Boulevard/Eti Segundo Boulevard;
• Aviation Boulevard/Utah Avenue;
• Aviation Boulevard/Alaska Avenue;
• Aviation Boulevard/Rosecrans Avenue;
• Aviation Boulevard/33rd Street;
• Aviation Boulevard/Marine Avenue;
• Aviation Boulevard/Space Park Drive;
• Aviation Boulevard/Manhattan Beach Boulevard;
• Isis Avenue/Rosecrans Avenue;
• Hindry Avenue/Rosecrans Avenue;
• I-405 Southbound Offramp/Rosecrans Avenue (West);
• I-405 Southbound Offramps/Rosecrans Avenue;
• I-405 Northbound Ramps/Rosecrans Avenue;
• La Cienega Boulevard/Imperial Highway;
La Cienega Boulevard/Southbound I-405 Ramps;
La Cienega Boulevard/El Segundo Boulevard;
I-405 Southbound Ramps/El Segundo Boulevard; and
I-405 Northbound Ramps/El Segundo Boulevard.

This scope of work does not assume vehicle classification traffic count data collection, however vehicle classification counts can be accommodated for a fee in addition to the fee associated with this scope of work.

Since some study intersections are located outside of the City of El Segundo, the traffic analysis will utilize applicable agency performance criteria and thresholds of significance as appropriate. Due to the overlap of jurisdictions, some study intersections may be analyzed and subject to multiple jurisdiction traffic impact review. Study intersections within the jurisdiction of Caltrans will be analyzed in accordance with the Caltrans Guide for the Preparation of Traffic Impact Studies (State of California Department of Transportation, December 2002).

Site Visit/Existing Systems Documentation. RBF will visit the study area to document existing conditions including intersection control, traffic signal phasing, roadway cross-section, speed limits, parking restrictions, intersection approach lanes, etc. The traffic analysis will include graphics documenting the existing intersection roadway geometry, and the analysis will utilize existing geometric conditions to establish a baseline for current operations.

Cumulative Projects Trip Generation, Distribution, and Assignment. RBF will coordinate with City of El Segundo staff representatives to identify a list of approved/pending projects for inclusion in the traffic impact analysis. The study will identify the number of daily and peak hour trips forecast to be generated by approved/pending projects, using trip generation rates contained in Trip Generation (Institute of Transportation Engineers, 8th Edition, 2008) or other source as directed by agency staff. RBF will manually derive cumulative projects trip generation and assignment data, which will be reviewed and approved by applicable agency staff for use in the analysis.

Proposed Project Trip Generation, Trip Distribution, and Assignment. The study will identify the number of daily and peak hour trips forecast to be generated by the proposed project, using trip generation rates contained in Trip Generation (Institute of Transportation Engineers, 8th Edition, 2008) or other source as directed by the City, including applicable on-site trip capture assumptions between compatible land use components of the project, such as the office and retail uses, to reflect the mixed use nature of the proposed project, as well as appropriate pass-by trip adjustments. Assumptions regarding project trip generation will be reviewed and approved by City staff prior to inclusion in the analysis.

The traffic study will provide a forecast distribution of project-generated trips, taking into account the proposed modified roadway circulation system in order to connect Nash Street to Hughes Way, which may include redistribution of non-projected generated trips as well as project generated trips. Manual trip distribution and assignment will be reviewed and approved by agency staff prior to utilization in the analysis.

Roadway Segment Counts. RBF will count up to 65 roadway segments during a 24-hour period on a typical weekday within the study area defined by the above identified study intersections.
Forecast Near-Term Year Traffic Volumes. Forecast near-term year traffic volumes will be based on either specific cumulative projects traffic data supplied by agency staff, and/or by applying an annual traffic growth rate provided by the agency staff to adjust existing traffic volumes to the designated future horizon year. Forecast near-term year conditions will assume planned, programmed, and funded circulation improvements identified by agency staff, anticipated for completion by the project opening year.

Existing Plus Project. RBF will provide an “Existing Plus Project” conditions analysis scenario in light of the recent Sunnyvale West Neighborhood Assn. v. City of Sunnyvale City Council, No. H035135 (6th Dist., December 16, 2010) decision; it is important to note the two largest cities in the metropolitan area, Los Angeles and Long Beach, have recently mandated inclusion of an “Existing Plus Project” analysis scenario in traffic impact analyses for projects under their jurisdiction.

Forecast Long-Range Year Traffic Volumes. Forecast long-term year traffic volumes will be based on either specific cumulative projects traffic data supplied by agency staff, and/or by applying an annual traffic growth rate provided by the agency staff to adjust existing traffic volumes to the designated future long-range horizon year. Forecast long-range year conditions will assume planned, programmed, and funded circulation improvements identified by agency staff, anticipated for completion by the long-range horizon year.

Level of Service. The analysis will assess the forecast traffic impacts of the proposed project during the a.m. peak hour and p.m. peak hour at the 65 study intersections for the analysis scenarios identified above. The analysis will document operation of the study intersections using both Intersection Capacity Utilization (ICU) analysis methodology and the Highway Capacity Manual (HCM) analysis methodology as directed by the City staff to identify potential project-related traffic impacts. Intersection level of service analysis will be prepared using the Traffic™ software. If the analysis indicates the proposed project will significantly impact the study intersections based on agency thresholds of significance, mitigation measures will be recommended in accordance with established agency performance criteria. The analysis will document forecast operating conditions after implementation of recommended mitigation measures.

State Highway Analysis. The Caltrans traffic studies guide requires review of substantial individual projects, which may on their own impact the State Highway transportation system. This State Highway analysis will be prepared in accordance with the Caltrans Guide for the Preparation of Traffic Impact Studies (State of California Department of Transportation, December 2002), assuming the State Highway analysis study area will consist of only the State Highway intersections in the study area. Study intersections will be analyzed as discussed in the Level of Service section above. This scope of work assumes no freeway mainline or freeway ramp analysis is required.

The analysis will assess the forecast traffic impacts of the proposed project at the State Highway study facilities for the peak hours and analysis scenarios identified above in the study scenarios section. The analysis will document operation of the study intersections for the analysis scenarios to identify potential project-related traffic impacts using the Highway Capacity Manual (HCM) 2000 analysis methodology.

If the State Highway analysis shows the proposed project will significantly impact a State Highway facility based on Caltrans thresholds of significance, mitigation measures will be recommended in accordance with Caltrans performance criteria. The analysis will also document forecast operating conditions after application of any recommended mitigation measures.
Freeway Ramp Analysis. RBF will analyze and document the number of vehicles utilizing the thirteen (13) study area freeway ramp locations as well as queuing operation of the study area freeway ramps (vehicles waiting to transition from ramps to freeway segment/surface street), including floating vehicles observations for a two-hour period in the a.m. and a two-hour period in the p.m. for existing conditions and existing plus project conditions scenarios.

Freeway Mainline Analysis. RBF will analyze up to ten (10) freeway mainline segments for mainline density, as well as merge/diverge for the analysis scenarios.

County Congestion Management Program Analysis. The analysis will analyze potential project impacts as applicable as required by the County of Los Angeles Congestion Management Program (CMP). If the CMP analyses shows the proposed project will significantly impact a CMP study facility based on applicable CMP agency thresholds of significance, mitigation measures will be recommended in accordance with applicable agency performance criteria.

Parking Analysis. RBF will prepare a parking analysis to determine whether the parking provided by the proposed project adequately satisfies City of El Segundo municipal (parking) code. This scope of work does not assume preparation of a share parking analysis.

Metro Green Line Mode Split Analysis. RBF will evaluate a trip mode split for the proposed project taking into account potential site employee/visitor ridership of the Metro Green Line due to the proximity of the El Segundo Metro Green Line Station at the northeast area of the project site. The overall assumptions for this task will be reviewed with City staff for input, and therefore, are subject to refinement. This scope of work assumes coordination with MTA staff on available future ridership projections for the Green Line under both its current configuration as well as potential future southerly extension in the South Bay and northerly extension (LAX/Crenshaw Line) as related to the project site. Additionally, potential survey results provided by Raytheon of their employees to determine the number/percent of their current employees utilizing the Metro Green Line El Segundo Station could be used determine the proportion of future employees forecast to utilize the Metro Green Line. The results of the mode split analysis would be utilized to reduce the forecast ITE (vehicular) trip generation of the proposed project to account for utilization of the adjacent Metro Green Line El Segundo Station.

Nash Street/Hughes Way Connection Analysis. RBF will determine when the Nash Street/Hughes Way Connection is required in respect to mitigating traffic impacts on the roadway/intersection system surrounding the project site due to incremental trip generation associated with either construction of the proposed project or incremental square footage added on the project site as part of the proposed project. The analysis will use applicable agency performance criteria & thresholds of significance; along Sepulveda Boulevard (SR-1) applicable agency criteria would include the City of El Segundo, Caltrans, and Los Angeles County (CMP). This scope of work assumes the Nash Street/Hughes Way connection will be evaluated in the near-term/project opening year analysis scenario baseline only.

J. Water Supply Assessment

RBF's Water Resources Department will prepare a Water Supply Assessment (WSA) in accordance with Water Code 10910 and Senate Bill 610. The WSA will identify the existing and planned water demands and supply sources for the Project study area. West Basin Municipal Water District (WBMWD) is the wholesale water supplier for the City and the Project. As the City is a purveyor
customer of WBMWD, RBF assumes the City or the District will provide RBF with basic water supply information, production data, and all pertinent Urban Water Management Planning information in final format to satisfy the UWMP review requirements of SB 610. The following tasks have been identified for the preparation of the WSA:

City/WBMWD Coordination and Documents Review. Coordination with the City will consist of a kick-off meeting to gather the needed documents for review. RBF will coordinate WSA format and final report submittal for City approval. RBF assumes Water Division or other City department will provide the required water supply and billing records information. It is assumed Water Division or WBMWD staff will provide a recently adopted Water Supply Assessment or other document describing updated water supply information. This is crucial in order to be consistent with water supply planning from project to project. RBF budget excludes any and all fees charged by the City of West Basin Municipal Water District for their review and coordination.

Land Use and Water Demand Estimation. RBF assumes that the following will be provided: (1) meter records to determine existing water demands of the Project study, or (2) existing land uses and employee population within the Project study area. This will be used to identify existing water demands. The provided land use plan will be used for determining Specific Plan water demands, and for determining changed water demands from current conditions.

The Water Supply Assessment will be incorporated into the EIR in accordance with CEQA.

2.7 GROWTH INDUCEMENT

RBF will provide a project specific analysis update of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126(g). The analysis in this section was based on data from the City of El Segundo, California Department of Finance, and U.S. Census. The section discusses ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether the project influences the rate, location, and the amount of growth. Growth-inducing impacts are assessed based on the project’s consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint. Potential growth-inducing impacts from the proposed development will be analyzed as they relate to population, housing and employment factors.

2.8 ALTERNATIVES TO THE PROPOSED ACTION

The range of Alternatives is expected to include the No Project, a reduced design, and one other Alternative that may be considered through the Project Review process. Pursuant to CEQA Guidelines Section 15126.6, RBF will provide an analysis of a “reasonable range” of alternatives, comparing environmental impacts of each alternative in each impact area to the project. For each alternative, RBF will provide a qualitative analysis, which will include traffic (based upon available data in the Traffic Report), air quality, noise, infrastructure, land use and global climate change. One important element of the Alternatives section will be an impact matrix which will offer a comparison of the varying levels of impact of each alternative being analyzed. This matrix will be prepared in a format to allow decision-makers a reference that will be easily understood, while providing a calculated (where feasible), accurate comparison of each alternative.
The alternatives section will conform to both amendments to Section 15126.6 of the CEQA Guidelines and to recent and applicable court cases. RBF will discuss as required by the CEQA Guidelines, the advantages and disadvantages of each alternative and the reasons for rejecting or recommending the project alternatives stated. This alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

2.9 MITIGATION MONITORING AND REPORTING PROGRAM

To comply with the Public Resources Code Section 21081.6 (AB 32180), RBF will prepare a Mitigation Monitoring and Reporting Program to be defined through working with City staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon Project implementation.

The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Mitigation Monitoring and Reporting Program for the proposed Project. The Checklist indicates the mitigation measure number as outlined in the EIR, the EIR reference page (where the measure is documented), a list of Mitigation Measure/Conditions of Approval (in chronological order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks.

2.10 ADDITIONAL SECTIONS

RBF will provide additional sections in the EIR to meet CEQA and City requirements including the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented, Effects Found Not To Be Significant, Inventory of Unavoidable Adverse Impacts, and Organizations and Persons Consulted/Bibliography.

3.0 DRAFT EIR

3.1 PRELIMINARY DRAFT EIR

RBF will respond to one complete set of City comments on the Administrative Draft EIR. If desired by the City, RBF will provide the Preliminary Draft of the EIR with all changes highlighted to assist the final check of the document.

3.2 COMPLETION OF THE DRAFT EIR

RBF will respond to a second review of the Preliminary Draft EIR and will prepare the report for the required 45-day public review period. In addition, RBF will prepare the Notice of Completion (NOC) for submittal to the Office of Planning and Research (OPR). RBF will also work with the City to develop a distribution listing for the NCC and Draft EIR.
4.0 **FINAL ENVIRONMENTAL IMPACT REPORT**

4.1 **RESPONSE TO COMMENTS**

RBF will respond to comments received on the Draft EIR during the 45-day public review period, and any additional comments raised during public hearings. RBF will prepare thorough, reasoned and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft EIR (includes review of hearing transcripts, as required). The Draft Responses to Comments will be prepared for review by City staff. Following review of the Draft Responses to Comments, RBF will finalize this section for inclusion in the Administrative Final EIR.

It is noted that it is unknown at this time the extent of public and agency comments that will result from the review process. RBF has budgeted conservatively, given the potential scrutiny involved with the proposed project. Should the level of comments and response exceed our estimate, RBF will submit additional funding requests to the City in order to complete the responses.

4.2 **FINAL EIR**

The Final EIR will consist of the revised Draft EIR text, as necessary, and the “Comments to Responses” section. The Draft EIR will be revised in accordance with the responses to public comments on the EIR. To facilitate City review, RBF will format the Final EIR with shaded text for any new or modified text, and “strike out” any text which has been deleted from the Final EIR. RBF will also prepare and file the Notice of Determination within five (5) days of EIR approval. This scope of work excludes the required fees for the California Department of Fish and Game (CDFG).

4.3 **FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS**

RBF will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations and Findings for City use in the Project review process. RBF will prepare the Findings in accordance with the provisions of Section 15091 and 15093 of the State CEQA Guidelines and in a form specified by the City. RBF will submit the Draft Findings for City review and will respond to one set of City comments.

5.0 **PROJECT COORDINATION AND MEETINGS**

5.1 **PUBLIC NOTICES**

RBF will prepare, submit, and mail all CEQA public notices required for the proposed project. Public notices are anticipated to include:

- *Notice of Preparation:* As stated above within Task 1.5, RBF will prepare the NOP for the proposed project to initiate the 30-day NOP public review period. RBF will distribute the NOP to appropriate agencies, parties, and individuals (including the State Clearinghouse). RBF will also post the NOP at the County Clerk.
• **Notice of Availability:** RBF will prepare a Notice of Availability (NOA) to be distributed at the onset of the 45-day public review period for the project. The NOA will include required project information, such as a brief project description, the start/end dates of the public review period, locations where the EIR is available for review, and contact information for City staff.

• **Notice of Completion:** RBF will prepare a Notice of Completion for submittal to the State Clearinghouse at the onset of both the 30-day NOP public review period and the 45-day EIR public review period. The NOC will follow the format recommended by the State Clearinghouse.

• **Notice of Determination:** As stated above within Task 4.2, RBF will prepare a Notice of Determination, to be filed with the County Clerk and sent to the State Clearinghouse within five days of EIR certification. This scope of work excludes payment of any CDFG filing fees, if applicable.

This scope assumes that the City would be responsible for any radius mailing or newspaper notices required for the proposed project.

### 5.2 ENVIRONMENTAL REVIEW COORDINATION

Mr. Glenn Lajoie, AICP, and Ms. Rita Garcia, will be responsible for management and supervision of the EIR Project Team as well as consultation with the City staff to incorporate City policies into the EIR. Mr. Lajoie and Ms. Garcia will undertake consultation and coordination of the Project and review the EIR for compliance with CEQA requirements and guidelines and City CEQA procedures. RBF will coordinate with state and local agencies regarding this environmental document. Mr. Lajoie and Ms. Garcia, will coordinate with all technical staff, consultants, support staff and word processing toward the timely completion of the EIR. It is the goal of RBF to serve as an extension of City staff throughout the duration of the EIR Project. As is stated in Understanding of the Project, RBF will be available to meet with staff to discuss particular Project parameters, as required by the City. In addition, as requested, RBF will provide detailed progress reports on a monthly basis. All progress reports will include the status of documents currently in production, delivery dates of documents, upcoming meetings with City Staff, and any outstanding items to be resolved at that time. Each progress report will include a summary of tasks performed and the percentage of work completed to date according to individual task.

### 5.3 ENVIRONMENTAL REVIEW MEETINGS

Mr. Lajoie, and/or Ms. Garcia, will attend all staff meetings and will represent the Project Team at public hearings and make presentations as necessary. RBF anticipates several meetings with City staff, including a “kick-off meeting” (refer to Task 1.1), progress meetings, public meetings and hearings. Mr. Lajoie and Ms. Garcia along with other key Project Team personnel will also be available to attend meetings with affected jurisdictions, agencies and organizations as needed to identify issues, assess impacts and define mitigation. Should the City determine that additional meetings beyond the following meetings are necessary, services will be provided under a separate scope of work on a time and materials basis. The estimated cost for additional meetings is approximately $800 per person.
• One (1) CEQA Scoping Meeting with City Staff.
• One (1) kickoff meeting with City Staff (refer to Task 1.1).
• One (1) community/neighborhood scoping meeting (refer to Task 1.6).
• Progress meetings with City Staff assumes four (4) meeting to provide written and oral progress reports, resolve issues, review comments on Administrative documents and receive any necessary direction from City Staff.
• Three (3) public hearings with presentations as necessary. This includes Planning Commission and City Council meetings.

6.0 ENVIRONMENTAL DELIVERABLES

The following is a breakdown of all products/deliverables. The listed deliverables assume a standard number of deliverables for a project of this type and can be adjusted, as directed by the City. RBF can also provide a cost, per document, and can provide billing on a time and materials basis, as requested by the City.

PROJECT SCOPING

• Twenty-five (25) copies of the Notice of Preparation
• Twenty-five (25) copies of the Initial Study
• Sixty (60) CD versions of the NOP/Initial Study
• One (1) Camera-Ready Unbound Copy
• One (1) Electronic Copy of the NOP/Initial Study

PREPARATION OF ADMINISTRATIVE DRAFT EIR

• Five (5) copies of the Administrative Draft EIR and Technical Appendices
• Five (5) CD’s containing the Administrative Draft EIR and Technical Appendices
• One (1) electronic copy in Microsoft Word 2003 Format
• One (1) electronic copy in Adobe Acrobat (PDF) Format

DRAFT EIR

• Five (5) copies of the Second Administrative Draft EIR and Technical Appendices
• Five (5) CD’s containing the Second Administrative Draft EIR and Technical Appendices
• One (1) electronic copy of the Second Administrative Draft EIR and Exhibits
• Thirty (30) copies of the Draft EIR with Technical Appendices
• Sixty (60) CD’s containing the Draft EIR and Technical Appendices
• Ninety (90) copies of the Notice of Completion
• One (1) camera-ready unbound original of the Draft EIR, Executive Summary and Technical Appendices
• One (1) copy of the Draft Executive Summary
• Twenty (20) CDs of the Draft Executive Summary
• One (1) electronic copy in Microsoft Word 2003 Format of the Draft EIR and Technical Appendices
• One (1) electronic copy in Adobe Acrobat (PDF) Format
FINAL ENVIRONMENTAL IMPACT REPORT

- Five (5) copies of the Draft Responses to Comments
- One (1) electronic copy of the Response to Comments
- Five (5) copies of the Administrative Final EIR and Technical Appendices
- Five (5) CD's containing the Administrative Final EIR Technical Appendices
- Fifteen (15) copies of the Final EIR and Technical Appendices
- Fifteen (15) CD's containing the Final EIR and Technical Appendices
- One (1) unbound camera-ready original of the Final EIR, Exhibits and Technical Appendices
- One (1) electronic copy of the Final EIR and Technical Appendices in Microsoft Word 2003 Format
- One (1) electronic copy in Adobe Acrobat (PDF) Format of the Final EIR
- Five (5) copies of the Draft Findings and Statement of Overriding Considerations
- One (1) camera-ready Final Findings and Statement of Overriding Considerations
- One (1) electronic copy of the Final Findings and Statement of Overriding Considerations
- One (1) camera-ready Notice of Determination
- One (1) camera-ready Notice of Completion

7.0 DESIGN REVIEW SERVICES

RBF has reviewed the draft Specific Plan submittal, site development plan, as well as the City's Municipal Code. It is noted that the City does not appear to have a formal design review process, and that the Draft Specific Plan presently does not include robust design guidelines nor does it include a design review process in its Implementation section. While design guidelines are not a mandated component of a Specific Plan under California Government Code, for highly visible and/or prominent projects, the guidelines can provide both the City and developers with guidance during the development process.

RBF's approach to this task would include the following subtasks:

7.1 MEETINGS/COORDINATION WITH CITY STAFF

Meeting with City staff to discuss and understand City design objectives. RBF staff would include a policy planner and urban designer. Three staff level meetings are budgeted in this subtask. A total of 30 hours of staff level meetings are assumed.

7.2 SPECIFIC PLAN AND SITE PLAN REVIEW

Detailed review of the draft Specific Plan and site plan. RBF would review the project using a number of design staff by discipline, including a brief review of the site design by a land development engineer, review of landscape elements by one of RBF's landscape architects, and review of architectural issues by an urban designer. A budget of 46 staff hours are assumed for this review.

7.3 DESIGN REVIEW MEMORANDUM

Preparation of a design review memorandum. This memorandum will include the following elements:
• Comments on the proposed site plan and landscape concept;
• Recommendations for modifications to the draft Specific Plan related to design elements. This may include specific recommendations for design-related policies and criteria, an outline of recommended design guidelines section for the Specific Plan document, and recommendations for a design review process within the Specific Plan to assist staff in the review of final site plans and architecture.
• Meeting with staff to review RBF’s recommendations.
• Attendance at two (2) Public Hearings (Planning Commission and City Council) to present the design review recommendations and answer questions.

DELIBERABLES

• Meeting notes from meetings with staff and a memorandum (camera-ready and Adobe Acrobat PDF) of design review comments and recommendations.

Note: RBF’s urban design and planning staff can prepare design guidelines for the project under contract to the City if desired. This would be an optional task, with a scope and fee provided upon request.

8.0 OPTIONAL TASKS

The following tasks have been included so that the City may consider additional scoping items at this time. These tasks have not been calculated into the total budget.

8.1 GEOLOGY AND SOILS TECHNICAL REVIEW

As discussed above within Task 2.6c, in the event that no site-specific geotechnical study is prepared by the Project Applicant in support of the EIR, D. Scott Magorien will undertake an EIR-level geotechnical investigation that will include the following:

• A review of relevant geologic/soils data, color aerial photographs, as well as contacting the City and County Emergency Management Agency to request records of geotechnical reports associated with construction of the existing building, and the adjacent developments;
• A review of the most recent grading plan;
• Geotechnical engineering analyses of all data collected/generated during the course of this study; and
• Preparation of a written EIR-level report addressing geology, soils and seismicity.

The finalized report would be utilized by RBF to support the conclusions within the EIR. The impact section will provide a description of existing conditions, potential project impacts and hazards, and applicable mitigation measures, if necessary.

8.2 HAZARDOUS MATERIALS TECHNICAL REVIEW

In the event that no hazards material reports/information is made available, (see Task 2.6E), RBF will prepare a Preliminary Hazardous Materials Assessment (Assessment) for the approximate 143-acre Raytheon El Segundo Project Site. The objectives of the Assessment are to: (1) evaluate the
potential for hazardous materials on the site based upon readily discernible and/or documented present and historic on-site uses and uses immediately adjacent to the site, and (2) generally characterize the expected nature of hazardous materials that may be present as a result of such uses, within the limits imposed by the scope of the Assessment. Materials that may constitute a hazardous waste include, but are not limited to petroleum products, pesticides, organic compounds, heavy metals, or other compounds injurious to human health and the environment. This Assessment is not intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the site, but will identify the potential presence based on available information.

The purpose of this Assessment is to support the Environmental Documentation for the proposed project, in general accordance with the California Environmental Quality Act (CEQA). This Assessment is not considered a Phase I Environmental Site Assessment (ESA) and does not satisfy the requirements for the American Society for Testing and Materials (ASTM) Standard Practice E 1527-05 or All Appropriate Inquiries. Should the Client require a Phase I ESA for lending purposes or require the purchase of new property as part of the proposed project, RBF can provide a follow-up scope of work, as requested.

To achieve the objectives of this Assessment, RBF will conduct this Assessment, in general accordance with CEQA, to provide preliminary conclusions relative to site conditions. The scope of this Assessment includes the CEQA Thresholds specifically pertaining to hazardous materials, which include the following:

- Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;

- Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;

- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school; and/or

- Be located on a site included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment.

The Assessment will be designed to document past activities, facilities, and/or waste disposal practices, which may have resulted in soil or groundwater contamination. Past site usage will be investigated through an aerial photograph review, interviews, review of former permits, review of documents on file with applicable agencies, and research of former citations from State and local agencies. Current site conditions will be documented by an on-site inspection of the project area. Also, a review of the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records will be included. Regulatory sites within and surrounding the project area will be mapped within a one-mile radius. Potential hazardous materials conditions within the project site will be considered based on the EDR database search.

RBF will utilize the above referenced research to analyze potential project-related impacts, as they pertain to hazardous materials per the CEQA thresholds outlined above. Should a potentially
significant impact arise, RBF will recommend mitigation measures to reduce these impacts to the extent feasible. RBF will also conclude any significant and unavoidable impacts that may result, if any.

8.3 WATER AND SEWER INFRASTRUCTURE PEER REVIEW

This task assumes that technical analysis related to water and sewer infrastructure would be prepared by the applicant’s civil engineer, Psomas Associates. RBF’s in-house civil engineering specialists will perform a peer review of Psomas’ technical studies for accuracy and defensibility. This scope includes two rounds of peer review. After the first round of peer review, a second round will be performed in order to confirm that initial comments were adequately addressed.

RBF will develop Project-specific checklist of water and sewer issues to review, then provide thorough review of Psomas’ draft water and sewer study for the Raytheon Specific Plan. With an understanding of the City’s water supply concerns and water conservation requirements for the next 10 years, RBF will verify Psomas’ inclusion of the potential chance, although remote, of a Chevron pullout and what that could mean to off-site water transmission capacity and sewer conveyance capacity. RBF will assume a cursory level of review of the City’s overall water and sewer master plans is necessary, and that Psomas will provide adequate consultation with City water and sewer division operations staff to consider most recent updates of the City’s water and sewer systems performance. RBF will provide a technical memorandum, including Raytheon Project-specific checklist results and discussion of additional recommendations, if any, for Psomas to include in the technical analysis.
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III. PRELIMINARY CEQA SCHEDULE

A date-specific schedule will be provided at the project kickoff. The schedule considers on-going coordination and meetings with the project team through the duration of the project.

- EIR Kickoff: Month 1
- Project Description to RBF: Month 1
- Initial Study/Notice of Preparation: Month 1
- 30-Day NOP Public Review: Month 2
- EIR Scoping Meeting: Month 2
- Administrative Draft EIR preparation: Months 2 - 4
- Review of Administrative Draft EIR: Month 5
- Preliminary Draft EIR preparation by RBF: Month 5
- Review of Preliminary Draft EIR: Month 6
- Complete, Publish, Circulate Draft EIR: Month 6
- 45-Day Public Review Period: Months 6 - 7
- Hearing during the Draft EIR Review to receive Comments: Month 7
- RBF prepares Responses to Comments: Month 8
- Review of Responses to Comments: Month 8
- RBF prepares Administrative Final EIR: Month 9
- Review of Administrative Final EIR: Month 9
- Complete, Publish, Circulate Final EIR: Month 9
- Certification Hearing: TBD
IV. SUMMARY OF QUALIFICATIONS

RBF Consulting is a multi-disciplinary planning and engineering firm with offices in Orange, Riverside, San Bernardino, Ventura, San Diego, Contra Costa, Marin, Monterey, and Sacramento counties. With over 65 years of public and private sector experience, RBF is respected and recognized in the profession of consulting planning, environmental, and engineering services throughout the state of California. RBF has in-house expertise in disciplines including Environmental Analysis, Planning, GIS Services, Surveying, Aerial Photogrammetry, Mapping, Real Estate Assessments, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater, Hydrology), Mechanical/ Electrical/Energy Services, Computer Aided Design and Drafting (CADD) and Media Services. Over 60 professionals are dedicated to Planning, Environmental Services and Landscape Architecture.

RBF possesses the full range of disciplines necessary to provide turn-key planning, design and implementation of a wide range of projects. We combine our expertise in development projects and urban planning, transportation and air quality management, to develop and assess project designs that minimize impacts to the natural environment and community. The following is a comprehensive list of RBF departments and services:

<table>
<thead>
<tr>
<th>DEPARTMENTS</th>
<th>AREAS OF EXPERTISE</th>
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<tbody>
<tr>
<td>Land Planning and Urban Design:</td>
<td>Conceptual Design; Master Planning; Site Planning; Hillside Grading; Landscape Architecture; Redevelopment and Infill Land Use Planning; Illustrative Plans; Pedestrian and Vehicular Trail Studies; Visual Analysis; Design Guidelines and Development Standards.</td>
</tr>
<tr>
<td>Policy Planning:</td>
<td>Specific Plans, General Plans; Community Participation Programs; Project Management and Coordination; Feasibility/Special Studies; Fee Programs; Community Outreach, Entitlement to Use (including zone changes, General Plan Amendments and annexation studies); Redevelopment Studies; Consultant Coordination; Governmental Agencies/Public Liaison; and Development Support Services through Construction.</td>
</tr>
<tr>
<td>Environmental Services:</td>
<td>Environmental Impact Reports/Statements; Expanded Initial Studies/Negative Declarations; Mitigation Monitoring Programs; Public Participation Programs; Natural Resource Management; Resource Mitigation Permits; EIR and EIS Review; Noticing; Statements of Overriding Considerations; Findings; and Special Studies, such as Phase I Site Assessment for hazardous materials, biological resources, climate change, as well as noise and air quality monitoring and modeling.</td>
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Transportation Planning: Master Plans of Circulation; Transportation Planning/Engineering; Traffic Impact Studies; Traffic Control Plans; Traffic Signal Coordination; Traffic Signal Design; Congestion Management Programs; Street Lighting; Signing, Striping, and Construction Detour Plans.

Media Services: Report Graphics; Presentation Graphics; View Analysis; Illustrations; Slide Shows; Video Services; and CADD Illustrative Plans.

Civil Engineering: Subdivision Engineering; Structural Engineering; Engineering Design; and CADD mapping.

Mechanical/Electrical Engineering: Commercial Office Buildings; Retail Shopping Center; Educational Facilities; Hotel/Motel; Industrial; Special Energy Systems; Entertainment Performing Arts Centers; and Computer Centers.

ENVIRONMENTAL SERVICES

As a leader in the environmental consulting field, RBF offers an extensive array of services associated with environmental compliance and documentation. RBF provides evaluation for the full range of environmental effects for all types of projects. Our award-winning team offers documentation in compliance with environmental laws and regulations including CEQA, NEPA, the Clean Water Act, the Clean Air Act and other applicable environmental laws.

Environmental documents prepared at RBF address the full range of environmental and technical issues, with in-house specialists providing technical evaluation for traffic and transportation, flood control and drainage, air quality, climate change, noise, land use, socioeconomics, utilities and services, energy conservation, visual and aesthetic effects, relevant planning, Phase I hazardous materials, neighborhood and construction effects, landform modification, agricultural suitability and many other environmental issue areas. RBF draws upon the profession's leading subconsultants for specialized biological, archeological, geotechnical and fiscal/economic studies to build a multi-disciplinary team of environmental analysts. State-of-the-art computer facilities including CADD, ARC/INFO, and specially created computer programs are utilized in obtaining the highest level of technical completeness and efficiency.

CEQA AND NEPA DOCUMENTS

RBF has over 39 years experience in the preparation and processing of CEQA and NEPA compliance studies. The RBF Environmental staff have provided CEQA and NEPA documentation and environmental technical studies for a diverse range of capital improvement and development projects, as well as regulatory/policy documents such as General Plans and zoning ordinances.

RBF environmental documents are not only legally defensible and user-friendly, but are supported by professionals with expertise in hydrology, water quality, transportation, water/wastewater, landscape architecture, urban design, policy planning, structural design, civil engineering, GIS,
mapping, and surveying. RBF produces environmental documents that are sensitive to both the public's concern for resource protection and community impacts, as well as real-world issues associated with cost and feasibility of implementing mitigation measures. RBF's environmental compliance managers have a broad resume of project experience in coastal, urban and rural communities and have worked on numerous complex projects requiring technical expertise, creative solutions and development of effective and workable mitigation. Our team has a thorough understanding of CEQA, NEPA, the Endangered Species Act, Clean Water Act, Clean Air Act, National Historic Preservation Act and other local, state and federal regulations.

AIR QUALITY

RBF utilizes air quality models that are developed by the U.S. Environmental Protection Agency, California Air Resources Board and local Air Pollution Control Districts. RBF's air quality services include project-specific analysis of regulatory impacts, short-term construction emissions, long-term operational emissions, and computer modeling of source-specific pollutant emissions and dispersion analysis. Additionally, RBF has carried out mitigation programs for commercial, transportation, and industrial projects, as well as General Plan Air Quality Elements.

GLOBAL CLIMATE CHANGE

RBF's climate change experts are at the forefront in developing sound scientific regulatory assessments and strategies within the rapidly changing regulatory environment. We advise both government and private industry on greenhouse gas (GHG) policies and methodologies and the impact that they have on the new carbon constrained business future. To ensure a sustainable future, there is a great need to understand and manage GHG emissions in ways that promote economic growth. As the climate change debate and private sector market solutions evolve, RBF continues to offer its clients unparalleled analytical, policy and business management services.

RBF has been aggressively tracking all aspects of Assembly Bill 32 (AB 32) and Senate Bill 375 (SB 375) over the last several years. Our internal legislative working group meets monthly to discuss the implications of these GHG reduction mandates as implementation unfolds. Specific to SB 375, our team has also conducted numerous presentations with public sector, private developer and land broker clients about the influence these GHG reduction mandates may have on their respective businesses.

As a result of this extensive experience, RBF has developed proprietary models for quantifying and analyzing GHG's from a variety of direct and indirect sources including construction, vehicular traffic, electricity consumption, water conveyance and sewage treatment. RBF's analyses recommend innovative greenhouse gas/air pollutant reduction methods during the construction and operation of a project, conduct advanced dispersion modeling, investigate the use of renewable energy sources/energy efficient products and quantify the benefits of resource conservation (i.e., electricity usage and recycling).

NOISE

RBF's acoustical services include instrument-assisted noise and vibration field surveys, commercial and industrial stationary sources noise impact analyses, Federal Highway Administration (FHWA) computer modeling of motor vehicle noise impacts for roadway and freeway projects, and rail noise
impact analysis. RBF's acoustical staff also evaluates sound insulation performance, manufacturing and industrial noise impact mitigation, building exterior and interior sound and vibration isolation analysis, room acoustics, and prepares General Plan Noise Elements. Services typically provided include technical analysis for NEPA or CEQA documents, or focused studies used in planning and civil design projects.

REGULATORY AGENCY PERMITS

Our regulatory services team is trained in the most up-to-date regulations and have prepared and processed hundreds of permit applications through the U.S. Army Corps of Engineers (USACOE), California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and the California Coastal Commission (CCC). RBF works closely with each applicant to assure that the jurisdictional baseline and permit applications accurately address project impacts and ultimately comply with the state and federal review process. RBF's existing relationships with the resource agencies allow RBF to be a liaison between the applicant and the regulatory agencies.

RBF has certified regulatory staff that is professionally trained to perform wetland delineations on projects that need to meet regulatory requirements of the ACOE (Clean Water Act Section 404), CDFG (California Fish and Game Code Sections 1600-1616), RWQCB (Clean Water Act Section 401, Porter-Cologne Water Quality Control Act), and CCC (California Coastal Act).

Years of experience preparing and processing regulatory permits through the resource agencies have enabled RBF to identify successful strategies for satisfying agency requirements. No matter the location, the regulatory services team has provided regulatory support to clients throughout California, Nevada, and Arizona. Our staff has successfully delineated project sites and properties ranging from less than 1-acre to 1,600-acres. Projects have ranged from small stream crossings to long-term maintenance projects to large-scale mass grading activities. The regulatory services team, coupled with our environmental and stormwater staff, allows RBF to expeditiously acquire permits from state and federal regulatory agencies.

PUBLIC OUTREACH PROGRAMS

RBF has exceptional experience and capabilities in the strategic planning, presentation, and technical support of public participation programs. RBF is presently implementing public outreach programs for several city General Plans and EIR's in Southern California, facilitates scoping meetings for CEQA/NEPA documents, and has facilitated Design Advisory Group processes for the highly controversial such as the potential extension of State Route 710. RBF has a complete in-house Media Services Department, which can develop virtually any form of public communication information, including project web sites, video, PowerPoint, illustrative graphics, multi-lingual newsletters or other materials.

HAZARDOUS MATERIALS ASSESSMENTS

RBF provides a range of Hazardous Materials Assessments to meet our clients needs for various project types. RBF has prepared hundreds of Hazardous Materials Assessments for a variety of projects throughout California utilizing the American Society for Testing & Materials (ASTM) standards for commercial real estate transactions (E1527-05 and E1528-06), All Appropriate Inquiry (AAI) as well as appropriate protocol from lending institutions and regulatory agencies. The
comprehensive capabilities and professional experience of our in-house staff allows RBF to effectively and efficiently complete Hazardous Materials Assessments for any type of property.

RBF's capabilities include Phase I Environmental Site Assessments (ASTM E1527-05), Transaction Screens (ASTM E1528-06), Preliminary Hazardous Materials Assessments, Environmental Baselines Surveys (for the United States Department of Navy) and Initial Site Assessments (for the California Department of Transportation).

ENVIRONMENTAL CONSTRAINTS

The RBF Planning staff provides opportunities and constraints assessments as part of preliminary design studies for capital improvement projects and due diligence studies for development projects. Using our GIS capabilities, RBF identifies resource and regulatory compliance issues for project alternatives, as well as anticipated local agency and community issues. RBF provides strategic project development services in early planning stages, which can substantially reduce or avoid cost and schedule impacts associated with regulatory agency permitting and the public review process.

VISUAL IMPACT ASSESSMENTS

RBF provides visual stimulation studies for aesthetic and visual impact evaluation. Simulations produced by RBF range from simple photo composite/3-D massing studies to full photorealistic depictions. RBF uses state of the art software and advanced techniques such as metric photogrammetry and Real Time Kinematic (RTK) global positioning. Data is processed using state-of-art computer techniques into high-quality graphics that allow the public to understand the visual impacts of a project.

RBF provides dynamic views of proposed developments through the use of animations and Matchmove technology (the process of combining computer animation with video). Animations provide visual analysis while moving through or around a project on foot, in a vehicle or plane. Additionally, RBF has the capabilities to perform viewshed analyses that may be utilized to determine whether or not project features are visible within a one-mile-radius. The viewshed map is created using Geographic Information Systems (GIS) technology and may include Digital Surface Model (DSM) data. DSM data allows RBF to determine view blockage resulting from existing structures, terrain, and landscaping (i.e., large trees).

RBF also prepares shade and shadow analyses by overlaying shadow diagrams on a base map that show the building footprints of the project and the surrounding buildings. The intent of this work is to illustrate any change in shadow patterns that would be directly attributable to the project, and to visually demonstrate the effect of these shadows on surrounding land uses, particularly any adjacent residential or other sensitive uses.

BIOLOGICAL RESOURCES

RBF has expert in-house biologists experienced in the Federal and State Endangered Species Acts, the Migratory Bird Treaty Act, the California Department of Fish and Game Code, the Clean Water Act and biological analysis under CEQA and NEPA. The RBF team's staff relationships with wildlife agencies, regulatory agencies, federal land managers and various conservation groups allow the firm to serve as a liaison between the applicant and these agencies/organizations. RBF's
biological team has decades of experience in the biological consulting process. Valued services provided by RBF include conducting habitat assessments to characterize the biological features of an area, rapidly identifying any sensitive features, suggesting a compliance strategy to resolve identified impacts, and working with the client to make sure their planning needs are met while meeting permitting and mitigation requirements. RBF staff biologists prepare general biological inventories, endangered species/sensitive plant surveys and biological monitoring. In consultation with resource agencies, RBF staff has extensive experience in mitigating biological resources impacts through restoration/revegetation and conservation/mitigation banking.

STORM WATER QUALITY/DRAINAGE

RBF has a broad base of experience that can provide a wide variety of services to meet the challenges associated with storm water quality. Current projects give the RBF Team a unique and clear understanding of the requirements that the regulated community faces in complying with Court orders, fulfilling National Pollutant Discharge Elimination System (NPDES) Permit obligations and other related storm water activities. In addition to this experience, several members of the Team are participants in the California Storm Water Quality Association.

RBF’s Storm Water Quality capabilities include the identification of constituents of concern, research relative to Best Management Practices (BMP) effectiveness, BMP siting, design, construction, construction management and operation, maintenance and monitoring. Furthermore, RBF has completed studies relative to BMP effectiveness and cost including prototype studies relative to operation and maintenance cost and capital costs evaluation for new construction and retrofit construction. RBF has completed designs for the following types of conventional structural controls:

- Extended Detention
- Wet Pond / Constructed Wetlands
- Infiltration (Basin and Trench)
- Biofiltration (Swale and Strip)
- Manufactured BMPs

Key stormwater/water quality services provided by RBF include municipal stormwater program development; NPDES compliance; BMP research and application; BMP retrofit studies; water quality monitoring; and stormwater management related training.

MITIGATION MONITORING

RBF develops Mitigation Monitoring Programs for CEQA documents, and provides assistance to public and private sector clients in interpreting and implementing the required programs. RBF services include, through a combination of our Construction Management and Planning staff, field monitoring for air quality, dust, traffic control, and resource mitigation. RBF received an award from the Association of Environmental Professionals for our Mission Bay Mitigation Monitoring Program web site, allowing interactive viewing and updating of mitigation compliance by agency staff, the developer and the public.
REPRESENTATIVE PROJECTS

The following pages provide a small sample of representative projects throughout Southern California. Additional examples and references may be provided, as requested.
RBF prepared the EIR for a 107-acre Specific Plan area between Westminster Avenue and Seal Beach Boulevard. The Boeing Specific Plan Project provides a planned mixed-use business park development that would be compatible with existing Boeing facilities and operations at the site. The Specific Plan established the general type, location, parameters and character of all development within the site's boundaries. The Project also included a General Plan Amendment (Land Use and Circulation), a Vesting Tentative Tract Map, a Coastal Development Permit and possibly a Development Agreement, Conditional Use Permits and other approvals.

The proposed Project involved maintaining approximately 1,150,000 square feet of existing building area (within Planning Areas 1 and 2). New light industrial buildings for Planning Area 2 would require relocation and/or demolition of existing buildings and facilities. The project also includes 345,000 square feet of additional building area within the existing Boeing facilities, 55,000 square feet designated for hotel uses and 32,500 square feet, designated for commercial uses, including retail, restaurant and similar commercial uses and 973,000 square feet for Business Park uses. The proposed buildings/expansions would result in a total of 2,210,500 square feet of floor area, representing a net increase of 1,060,500 square feet over the existing floor area of 1,150,000 square feet. The new floor area would be developed with up to thirteen new light industrial buildings, a hotel and up to three commercial buildings.

Key issues reviewed include local and regional traffic impacts, affects to nearby residents at Leisure World and the Island Village residential community in Long Beach (adjacent to the site), proximity to the Seal Beach Naval Weapons Research Station, coastal access considerations, water quality/habitat effects, and cultural resources.
RBF prepared the EIR for the comprehensive redevelopment of a 15.1 acre site on the former PG&E properties in downtown San Rafael. This project included 406,000 square feet of office contained in five office structures, on-site parking in surface lots and in two 3-level parking structures, as well as associated site circulation, infrastructure, and landscaping improvements. Development of the project site was dictated by the past and historical uses of the site and resulting contaminated soils. Interagency coordination between the City (as lead agency), the California Department of Toxic and Substance Control (DTSC), Regional Water Quality Control Board (RWQCB), PG&E, Army Corps of Engineers (ACOE), and California Department of Fish and Game (CDFG) were key to resolving emotionally charged issues early in the environmental process. The project was somewhat unique in that in addition to the project applicant, other key players involved in the day-to-day resolution of issues were the property owner (PG&E), the project developer (Village Properties), and the primary tenant (Fair, Isaac and Company, Inc.). Issues examined in the EIR included: hazardous materials/risk of upset, public health and safety, land use, biological resources, transportation/circulation, aesthetics/visual resources, public services and utilities, hydrology and drainage, geology, soils/seismicity, air quality, and noise.

**Highlights:**

- Environmental Planning, Engineering and Visual Analysis
- Multi-Agency Coordination
- 406,000 Square Feet of Office Space
RBF prepared the Program EIR for the proposed Los Alamitos Medical Center Specific Plan. The proposed Specific Plan for the Medical Center campus includes a three-phase master planned expansion estimated to be constructed over a period of approximately 25 years. The Specific Plan will include the provision of an additional 164 hospital beds, two new hospital buildings (176,200 gross square feet), one new medical office building (75,100 gross square feet) to be used for additional outpatient and associated medical uses, and an additional 849 parking spaces in two structures and surface parking lots than what currently exists on the Medical Center campus. It is anticipated that four new structures will be constructed on the existing 18.3 gross-acre Medical Center campus built over a 25-year period.

The Program EIR reviewed all topics related to demolition and buildout of the Master Plan. Key issue areas studied include traffic, air quality, noise, greenhouse gas emissions, aesthetics, land use, public services and utilities.

**Highlights:**
- 25-Year Master Plan for Medical Center Campus
- Impacts on Regional Drainage Systems
- Vacation of a City Street
- Traffic Impacts on Local and Regional Network
RBF prepared the Environmental Impact Report (EIR) for the Clearwater Specific Plan, which proposes Condominium Hotel units, work-force housing, retail and restaurant facilities, and internal courtyard and landscape areas. The Condominium Hotel would include 308-units with 18,000 square-feet of retail and restaurant commercial uses and 11,900 square-feet of recreation uses. In addition to the Condominium Hotel, the project would have 32 dwelling units for workforce housing and 8,000 square-feet for conference space. The project proposed a total of 705 subterranean spaces, which would require the excavation and transport of approximately 98,000 cubic yards of soil to off-site disposal pit. The existing on-site uses, which include two restaurants (Igors and Ocean Harvest) and the Sierra Nevada Inn, would be demolished as part of the project. Due to the high density nature of the project, neighborhood compatibility was a primary concern, as surrounding land uses consisted of mostly low- and medium density uses. The EIR included an evaluation of traffic, parking, aesthetics, noise, air quality, global climate change, fiscal impacts, land use, and utilities.

**Highlights:**
- 308-Unit Condominium Hotel
- General Plan Amendment
- Zone Code Amendment
- Workforce Housing On-Site
- Shade and Shadow Analysis
- High Density Residential Buffering
- Extensive Tree Removal
- Visual Simulations
For more than twenty years, RBF Consulting has been preparing environmental documents for individual development projects within the 587-acre Cypress Business Park, which encompasses six specific plan areas: Cypress Business and Professional Center, Cypress Corporate Center, Cypress View Limited, McDonnell Center, Warland/Cypress Business Center, and Lusk Company Industrial Park. A range of business park-related land uses are allowed within the specific plan areas including commercial, office, research and development, business park, light industrial, manufacturing, warehouse, hotel, and golf course uses. Approximately 30 CEQA compliance studies have been completed in the business park and include:

- Ushio America – Walker Facility: a 72,427 square foot office/warehouse building on a 4.0-acre site.
- Marriott Residence Inn: a 155-room hotel on a 3.7-acre site.
- SHURflo Project: a three-building campus for SHURflo, including a 50,000 square foot office building, a 91,618 square foot research and development building, and a 100,000 square foot warehouse building on a 12.2-acre site.
- 6161 Chip Avenue: a 50,000 square foot speculative office/research and development building on a 2.9-acre site.
- Vertex Standard: a 95,800 square foot office/warehouse building on a 6.0-acre site.
- 5730 Katella Avenue: a 62,700 square foot speculative research and development building on a 4.3-acre site.
- Cypress Corporate Park: four speculative office/manufacturing/warehouse buildings totaling 208,271 square feet on a 120.83-acre site.
- The Cottonwood Christian Church: a 495,000 square foot church campus.
- The Shaw Carpet Warehouse facility: a 700,000 square foot office/distribution center.
- Walker/Katella Retail: A 180,000 square foot mixed-use center.
RBF completed a Project-Level and Supplemental EIR for the Shoreline Gateway Project in the City of Long Beach. The project EIR evaluated a mixed-use development involving a 22-story residential tower, a 15- to 19-story stepped slab building, and a 10-story building on nine parcels (approximately 2.2 acres), generally located north of Ocean Boulevard, between Atlantic and Alamitos Avenues. The Supplemental EIR addressed development of a 35-story residential tower on the site. The location of the project site serves as an entrance to the East Village Arts District and the eastern edge of the downtown. For both the project and Supplemental EIR, the proposal involved 358 residential units, a maximum of 20,000 square feet of ground floor retail, art gallery, café, civic space uses, and parking for approximately 860 cars. The environmental review involved an aesthetics analysis, including light/glare, shade/shadow and land use compatibility, traffic and parking, air quality, noise, historic resources, hazardous materials assessment, public services, and utilities.

Highlights:
- Mixed-Use Project
- Redevelopment Site
- 2.2 Acres
- 358 Residential Units
- Key Issues: Traffic, Air Quality, Noise, Historic Resources and Aesthetics
The proposed Hampton Inn and Suites project is located on a 2.7-acre parcel within the El Segundo corporate office area. The project involved development of a 150 guest room, patio and outdoor pool/spa. The four-story structure would include stucco and stone treatments and approximately 7,000 square feet of landscaping. Hotel parking was to be provided at an existing parking structure and would require some improvements. The environmental review included detailed analysis for traffic, construction staging, air, noise affects and visual resources.

Highlights:
- Existing Corporate Center
- Utilizing Existing Parking Structure
- Focus on Construction/ Staging
- Detailed Traffic Study
The proposed Cambria Suites Hotel project involved the development of a six-story hotel on a 10.58-acre site at the northwest corner of El Segundo Boulevard and Continental Boulevard in the City of El Segundo. The hotel included 152 rooms, a restaurant/bar, conference rooms, and a fitness area. The project also proposed to provide 139 parking spaces on site. Following preliminary review of the proposed Cambria Suites project, the City of El Segundo determined that it was subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). RBF prepared the an Initial Study/Mitigated Negative Declaration to address the direct, indirect, and cumulative environmental effects associated with the project, including aesthetics and air quality, land use, transportation and traffic effects, and water quality issues. In addition, RBF subsequently prepared an Addendum to the Initial Study/MND due to changes to changes to the project description.

Highlights:
- 10.58-Acre Hotel Project
- Direct, indirect, and cumulative environmental effects
- Traffic/Transportation
- Land Use
RBF provided environmental and planning services to the City of El Segundo for the El Segundo Media Center. The project consisted of developing a mixed-use entertainment/technology campus on a former aircraft manufacturing plant site. The project site is in the City’s Mixed-Use North (MU-N) zone, adjacent to the I-105 Freeway and the MTA Greenline commuter rail. The entertainment/technology campus project lies within an approximately 47-acre site. Land uses include: office (approximately 903,000 square feet); computer/telecommunications data center (approximately 377,000 square feet); hotel (approximately 200,000 square feet); retail (approximately 20,000 square feet); and parking (4,981 vehicles) uses within 4 planning areas on the project site. Major project issues included: traffic/access; air quality; noise; infrastructure capability; and site contamination.

**Highlights:**
- Entertainment/Technology Campus
- Initial Study
- Air, Noise and Traffic Studies
- Mitigated Negative Declaration (including Public Scoping and Mitigation Monitoring Program)
- Additional Analysis (Site Land Use, Site Sensitivity Analysis, Alternative Land Uses)
The Nash Data Center project involved renovating and expanding an existing industrial structure from 82,857 square feet to 116,756 square feet. The project included parking modifications, installation of six 14-foot high cooling towers, an underground storage tank, construction of a new 20 megawatt electrical substation and interior improvements. The analysis reviewed construction and buildout of the facility, with a focus on emission from electrical power usage. The project also included exterior improvements and aesthetic enhancement. The traffic and noise studies concluded no substantial affect to the local area.
RBF prepared an Environmental Impact Report (EIR) for a 27-acre commercial/industrial project within the City of El Monte. The project involved the reuse of a brownfield site, formerly utilized for heavy industrial operations. Key project components included commercial condominium units, warehouses, and a City of El Monte Public Works yard.

One of the primary issues analyzed within the EIR included hazardous materials, due to contamination associated with the site’s previous heavy industrial use. The EIR also involved the preparation of a Traffic Impact Analysis, for which extensive consultation with City staff and Caltrans was necessary to establish appropriate baseline traffic volumes and mitigation measures. Other key environmental issues included air quality, noise, hydrology, and land use.

Highlights:
- Environmental Impact Report
- 27-Acres of Commercial / Industrial Use
- Hazardous Materials Contamination from Historical Heavy Industrial Use
- Extensive Consultation with Caltrans Regarding Regional Traffic Impacts
RBF Consulting prepared an EIR that addressed a six-story office building to be constructed on a 48,067-square foot (1.1 acre) site. The proposed building consists of 208,100 gross square feet, including approximately 177,225 gross square feet of office space on floors two through six; 30,875 gross square feet of retail space, which includes up to 8,000 square feet of restaurant space on the ground floor, and a five-level subterranean parking structure. The EIR included an extensive review of local traffic impacts, on-site parking, on-site access and valet operations, visual affects utilizing simulations, as well as detailed air quality and noise modeling. The EIR also included a thorough and quantitative analysis of the alternatives to the proposed project, along with detailed visual simulations to depict how the modern (glass) architecture of the proposed project would blend with surrounding uses in the Beverly Hills Triangle area, including the Montage Hotel, which is directly east of the project site.
RBF provided environmental, civil, and structural engineering services for the Automobile Club of Southern California expansion project. An Environmental Impact Report was prepared on behalf of the City of Costa Mesa prior to project approval. This project required the design and construction of onsite and offsite parking areas that would accommodate the parking spaces displaced by the two-phase building expansion. Services included the design of a bridge and improvements to Greenville Banning Channel to allow access to an offsite parking lot, which was designed and constructed as a fast-track project, as its completion was the first step in allowing the expansion of the AAA main processing center. Interim storm drain detention facilities had to be designed to detain peak flows on site until the ultimate channel improvements are constructed by the County of Orange. Services included preparation of demolition plans for removal of existing structures and numerous underground and overhead utilities. The EIR addressed a multi-phased development of the campus, with expanded review of geotechnical conditions, water quality, air quality, viewshed, and local/regional traffic effects.
RBF was hired by the City of Beverly Hills to prepare Revised Sections/Additional Alternatives to the Draft EIR, which had already been circulated for a 45-day review period and undergone numerous hearings with the Planning Commission. The work effort to complete the Revised Sections/Additional Alternatives was completed in less than four weeks, when it was then circulated for 45 days prior to hearings with the City Council.

The project proposed a 228-room hotel with 25 residential units and ancillary retail, dining, banquet, and spa facilities; 33,000 square-foot public gardens space, subterranean parking with up to 1,508 spaces; and a building lining the public garden space with a mix of commercial space and habitable units. The technical analysis included site access review, truck loading operations, parking analysis, air quality analysis, and noise analysis. Construction for the project was completed in 2009.
RBF completed a Specific Plan and Program EIR for the Historic Route 66 Corridor. The 3.5-mile corridor includes a variety of commercial and retail uses. The Specific Plan enhances economic development and visual quality within the corridor and downtown edge through flexible land use regulations, public improvements and design guidelines. The Specific Plan includes a thorough market analysis to evaluate current demand for commercial and retail development within the Corridor. The market analysis provides a baseline tool for the development of tailored land use and development standards that seek to bridge current market realities with the community’s economic development vision for the future. The Regulatory component of the Specific Plan establishes distinct land use districts that encourage a complimentary mix of commercial, retail and residential uses. The development regulations are incentive-based to encourage preferred development types. Incentives include a tiered development review process, density bonuses, modified parking requirements, fee assistance, and flexible discretionary review procedures. The Specific Plan also provides Design Guidelines, Streetscape and Urban Design improvements that establish detailed direction for the establishment of a quality built environment. Within one year of the Plan’s adoption, more than a dozen infill development and redevelopment projects were in the processing pipeline.

**Highlights:**
- Land Use Regulations
- Streetscape and Urban Design
- Economic / Market Analysis
- Design Guidelines
- Program EIR

**Award:**
- 2006, Los Angeles Section of the American Planning Association (LA APA), Planning Implementation Award in the Small Jurisdiction Category
RBF Consulting prepared an EIR for the Fox Plaza Project, which entailed the redevelopment of approximately 5.97 acres in downtown Riverside, including the acquisition and relocation of existing uses, the demolition of existing structures, and the development of a mixed use urban scale project consisting of:

- Up to 76,000 square feet of restaurant and retail space;
- Up to 532 residential units, which includes a mix of units types (condominium, townhome, live/work, loft); and
- Up to 1,693 parking stalls located within parking structures.

The proposed project is to be constructed in three phases. Phase 1a includes construction of Blocks A and C with a parking structure and retail/restaurant uses on Block A, and residential units, retail, and a parking structure on Block C. Phase 1b includes construction on Block D with residential units, retail uses, and a parking structure. Block B will be constructed in Phase 2 with residential units, retail uses, and a parking structure.

A number of areas of controversy were involved with the proposed project, including the project’s potential impact to historic structures, archeological resources, traffic, parking, greenhouse gas emissions, and pedestrian safety. RBF’s role, on behalf of the City, was to assure that a proper and complete environmental review process was conducted. The EIR was certified on June 10, 2008.
PROJECT EXPERIENCE SUMMARY

The following is a summary of project background experience on environmental review projects:

**Land Development Projects**
Buena Vista/Kern River Ranch Program EIR – Bakersfield, CA
Carrari Ranch EIR – Rancho Cucamonga, CA
Colonies at San Antonio EIR – Upland, CA
Fagan Canyon Specific Plan Program EIR – Santa Paula, CA
Gosford-Panama Program EIR – Bakersfield, CA
Grand Canal EIR – Bakersfield, CA
Hi Hope Ranch MND – Oceanside, CA
Lancaster Capital, LLC Tentative Tract 53229 – Lancaster, CA
Lyons Canyon Ranch Specific Plan EIR – Santa Clarita, CA
Moffett Towers Corporate Campus – Sunnyvale, CA
Oasis Road Specific Plan Master EIR – Redding, CA
Pacific Coast Highway at Second Street Improvement Project MND – Long Beach, CA
Rio Bravo Program EIR – Bakersfield, CA
Robinson Ranch North EIR – Yucaipa, CA
Sherwin EIR – Town of Mammoth Lakes, CA
Shoppes at Chino Hills EIR – Chino Hills, CA
Soledad Village EIR – Santa Clarita, CA
St. Cloud Tentative Tract Map MND – Oceanside, CA
University Village and Orchard Park Specific Plans EIR – Loma Linda, CA
Village of Del Lago at Quintana – Thermal, CA

**Redevelopment/Brownfield Projects**
Clearwater Specific Plan EIR – Mammoth Lakes, CA
Fair Isaac Redevelopment Project – San Rafael, CA
Fox Plaza EIR – Riverside, CA
Garvey Villas IS/MND – Monterey Park, CA
Gateway Plaza – Santa Cruz, CA
Lancaster Northeast Gateway Corridors EIR – Lancaster, CA
Mission 261 Village Project Supplemental EIR – San Gabriel, CA
Montage Hotel Project EIR – Beverly Hills, CA
North Downtown Lancaster Transit Village EIR/EA – Lancaster, CA
Redlands Mall Redevelopment Project EIR – Redlands, CA
Rita Avenue Mixed Use Project MND – Huntington Park, CA
San Fernando Parking Lots Project EIR – San Fernando, CA
San Gabriel Center EIR – San Gabriel, CA
Shoreline Gateway EIR – Long Beach, CA
Southeast Coastal Redevelopment Plan EIR – Huntington Beach, CA
Uptown Orange Mixed Use Project MND – Orange, CA
William Morris Office Building EIR – Beverly Hills, CA

**Policy Planning Studies**
City of Angels Camp General Plan Update Studies – Angels Camp, CA
City of Buena Park General Plan Update and EIR – Buena Park, CA
City of Carson General Plan Update and EIR – Carson, CA
City of Cerritos General Plan Update and EIR – Cerritos, CA
City of Costa Mesa General Plan Update and EIR – Costa Mesa, CA
City of Cypress General Plan Update and EIR – Cypress, CA
City of Garden Grove General Plan Update and EIR – Garden Grove, CA
City of Hawaiian Gardens General Plan Update EIR – Hawaiian Gardens, CA
City of Lancaster General Plan Update and EIR – Lancaster, CA
City of South Gate Amended Redevelopment Plan EIR – South Gate, CA
City of South Gate General Plan Update EIR – South Gate, CA
City of Stanton General Plan Update and EIR – Stanton, CA
Cypress Amended and Merged Redevelopment Plan EIR – Cypress, CA
Dana Point Town Center IS/MND – Dana Point, CA
Downtown Lancaster Specific Plan EIR – Lancaster, CA
Downtown Sierra Madre Specific Plan EIR – Sierra Madre, CA
Palmdale Transit Village Specific Plan EIR – Palmdale, CA
Route 66 Specific Plan EIR – Glendora, CA
Town of Los Gatos General Plan Update and EIR – Los Gatos, CA
Watsonville General Plan Update EIR – Watsonville, CA

Resorts/Recreation
Anaverde Basin/Sports Complex EIR – Palmdale, CA
Berryessa Creek Trail Reach 3 MND/CE – Milpitas, CA
Cypress Skate Park Technical Studies – Cypress, CA
Gilroy Golf Course EIR – Gilroy, CA
Hotel del Coronado Master Plan EIR – Coronado, CA
Loch Lomond Marina – San Rafael, CA
Long Point Resort EIR – Rancho Palos Verdes, CA
McKean Sportsfield Complex EIR – San Jose, CA
North Village Specific Plan EIR – Mammoth Lakes, CA
Santa Cruz Coast Hotel EIR – Santa Cruz, CA
Santa Rosa Creek Trail IS/MND – Cambria CSD, CA

Transportation Projects
Allen Road Bridge over the Kern River – Bakersfield, CA
Foothill Parkway Westerly EIR – Corona, CA
I-10/Jefferson Interchange EA/IS – Indio, CA
I-880 IS/EA – Alameda County, CA
Irvine Transit Center Carbon Monoxide Hotspot Conformity – Irvine, CA
North Peak Northern Access Road MND/EA – Riverside County, CA
SR-57 Widening EA/IS – Orange County Transportation Authority, CA
SR-118/Alamos Canyon Interchange EA/EIR – Simi Valley, CA
SR-154 Group II Improvement Studies – Santa Barbara County, CA

Military Base Reuse Planning
Fort Ord/East Garrison Specific Plan Project Facilitation – Monterey County, CA
Hamilton Field Redevelopment EIR – Novato, CA
March Inland Cargo Facility – Riverside County, CA
San Mateo Point Military Housing EA – Southwest Division, CA
Southern CA Logistics Airport – Victorville, CA
U.S. Navy Environmental Assessments – Southwest Division, CA
Public Facilities
4th Appellate Courthouse Replacement IS/MND – Santa Ana, CA
Coronado School District Master Facilities EIR – Coronado USD, CA
Dana Point Harbor Revitalization Project EIR – Dana Point, CA
Genomics Building MND, UC Riverside, CA
Fox Theater Renovation MND – Riverside, CA
Henry Mayo Newhall Memorial Hospital Master Plan EIR – Santa Clarita, CA
Huntington Beach Gun Range EIR – Huntington Beach, CA
Kaiser Permanente Hospital EIR Addendum – Downey, CA
Mammoth/Yosemite Airport Air Service IS/MND – Town of Mammoth Lakes, CA
Ocean Education Center EIR – Dana Point, CA
UCLA Film and Television Archive Preservation Center MND – Santa Clarita, CA

Desalination Projects
Cambria Desalination EIR – Cambria CSD, CA
Coastal Water Project – Monterey County, CA
Encina Desalination EIR – SDCWA, CA
Marina Coast Water District Desalter Project EIR Support – Monterey County, CA
Poseidon Resources Desalination Project EIR – Huntington Beach, CA
Under Ocean Floor Seawater Intake and Discharge Project IS/EA – Long Beach, CA

Industrial/Commercial Projects
Blue Rock Business Center EIR – Antioch, CA
Boeing Specific Plan EIR – Seal Beach, CA
Broadway Plaza Shopping Center Technical Studies – Chula Vista, CA
CA Army National Guard Maintenance Facility EA – Riverside, CA
El Centro de Huntington Park EIR – Huntington Park, CA
Eldorado National Forest Telecommunications Project EA – El Dorado National Forest, CA
Firestone Mastercare Center Technical Studies – Chino Hills, CA
Mariner's Mile Gateway Project MND – Newport Beach, CA
National City Costco Technical Studies – National City, CA
Pine Corporate Center Technical Studies – Chino Hills, CA
Super Wal-Mart Commercial Center EIR – Rialto, CA
Tyler Mall EIR Addendum – Riverside, CA
Vitner Square Shopping Center EIR – Lodi, CA

Energy Projects
BP Cogeneration Facility – Carson, CA
El Segundo Redevelopment Power Plant Project – El Segundo, CA
Granite Fox Power Project – Gerlach, NV
Long Beach Power Project – Long Beach, CA
Mountainview Power Plant Project – Mountain View, CA
Nueva Azalea Power Plant Project – Downey, CA
Palomar Energy Project – Escondido, CA
South Shore Power Project – Bridgman, Michigan
Termoelectrica de Mexicali Project – Mexicali, Mexico
Water/Wastewater and Solid Waste Projects
Arlington Desalter Enhancement Project IS/MND – Riverside County, CA
Barstow Wastewater Reclamation Facility Upgrades Project IS/MND – Barstow, CA
CAL-MRT Transfer Station EIR – Downey, CA
Cambria Water Master Plan Program EIR – Cambria CSD, CA
Cambria Wastewater Treatment Plant EIR – Cambria CSD, CA
Cambria Effluent Disposal Ponds EIR – Cambria CSD, CA
Chino Hills Water Supply and Distribution EIR – Chino Hills, CA
Coachella Valley Recycling and Transfer Center IS/MND – Indio, CA
Los Alamitos Pump Station IS/MND – Seal Beach, CA
Metropolitan Water District Statewide Reservoir Reconnaissance Study – Statewide, CA
Santa Fe Valley Treatment Plant EIR – Rancho Santa Fe Community Services District, CA
Solid Waste Management Plan EIR – Palmdale, CA
Victor Valley Wastewater Facility – Victor Valley, CA

Drainage/Water Quality Projects
Amargosa Creek Improvement Project EIR – Palmdale, CA
Calleguas Creek Sediment Control/Bank Protection EIR – Ventura County, CA
Ironwood State Prison Erosion Control Project IS/MND – Blythe, CA
Mahon Creek Enhancement EIR – San Rafael, CA

On-Call Environmental Services
CA Department of Transportation
Cambria Community Services District, CA
City of Bakersfield, CA
City of Cypress, CA
City of El Segundo, CA
City of Lake Forest, CA
City of Lancaster, CA
City of Long Beach, CA
City of Milpitas, CA
City of Santa Ana, CA
City of Seal Beach, CA
City of Westminster, CA
County of Kern, CA
County of Orange, CA
Town of Mammoth Lakes, CA
V. REFERENCES

RBF Client references are provided below. Additional references are available upon request.

Ms. Kimberly Christensen, AICP
Planning Manager
CITY OF EL SEGUNDO
350 Main Street
El Segundo, California 90245
310.524.2300

Ms. Ellen Clark
Senior Planner
TOWN OF MAMMOTH LAKES
437 Old Mammoth Road
Mammoth Lakes, California 93546
760.934.8989

Ms. Jill Griffiths
Advanced Planning Officer
CITY OF LONG BEACH
333 W. Ocean Boulevard, 5th Floor
Long Beach, California 90802
562.570.6357

Mr. Ted Commerdinger, AICP
Planning Manager
CITY OF CYPRESS
5275 Orange Avenue
Cypress, California 90630
714.229.6720

Mr. Joel Rojas
Planning Director
CITY OF RANCHO PALOS VERDES
30940 Hawthorne Boulevard
Rancho Palos Verdes, California 90275
310.544.5228

Mr. Vince Berton, AICP
Deputy Director
CITY OF LOS ANGELES
200 N. Spring Street, Suite 525-E
Los Angeles, California 90012
213.978.1272
VI. PROJECT TEAM

The following are brief background descriptions for the key professionals who would be responsible for preparing the environmental documentation. The percentage of hours of each staff member and individual tasks are included in the Fee Summary. The project organization chart is as follows:

- **Air Quality / Climate Change**
  - Eddie Torres, INCE, REA
  - Achilles Malitos

- **Geological Hazards/Scilts**
  - Scott Magorien, CEG

- **Drainage/Water Quality**
  - Rebecca Kinney, PE

- **Public Service & Utilities**
  - Rita Garcia
  - Kristien Bogue, REA

- **Growth, Population & Housing**
  - Rita Garcia

- **Land Use/Relevant Planning**
  - Rita Garcia

- **Hazardous Materials**
  - Richard Beck, CEM, REA

- **Traffic/Transportation**
  - Bob Matson
  - Paul Martin, PE, PTOE

- **Noise**
  - Eddie Torres, INCE, REA
Mr. Lajoie’s primary responsibilities include oversight of daily operations, management of projects, staff mentoring and instruction, scheduling, and business development. With many years of practical experience, Mr. Lajoie is a recognized leader in CEQA and NEPA studies (EIR’s, EIS’s, Negative Declarations, Environmental Assessments), as well as other policy planning documents, including General Plans, Area Plans, Specific Plans, and due diligence studies. Projects have ranged from private entitlement applications related to residential and commercial projects as well as a variety of water, wastewater, highway, and redevelopment projects throughout California. Project responsibilities include analysis, technical review and management of environmental and policy planning documentation for compliance with CEQA/NEPA, implementation of public participation programs, and assistance to various public and private sector clients in meeting the requirements of local, State, and Federal agencies.

Relevant Experience:
- Arbor Gardens Housing Project Environmental Assessment (Lancaster, CA)
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR (Beverly Hills, CA)
- Boeing Specific Plan Program EIR (Seal Beach, CA)
- Cambria Suites Hotel Initial Study/Mitigated Negative Declaration (El Segundo, CA)
- Crestridge Senior Villas and Palos Verdes Peninsula Senior Center EIR (Rancho Palos Verdes, CA)
- Garvey Villas Initial Study/Mitigated Negative Declaration (Monterey Park, CA)
- El Segundo Media Center (El Segundo, CA)
- El Segundo Power Redevelopment Project (00-AFC-14) (El Segundo, CA)
- Fair, Isaac Office Park EIR (San Rafael, CA)
- Hampton Inn & Suites Initial Study/Mitigated Negative Declaration (El Segundo, CA)
- Hotel Del Coronado Master Plan EIR (Coronado, CA)
- Long Point Resort EIR (Rancho Palos Verdes, CA)
- Los Alamitos Medical Center Specific Plan EIR (Los Alamitos, CA)
- Marymount College Facilities Expansion EIR (Rancho Palos Verdes, CA)
- Nash Street Data Center Initial Study/Mitigated Negative Declaration (El Segundo, CA)
- North Downtown Lancaster Neighborhood Revitalization / Transit Village Plan EIR/EA (Lancaster, CA)
- North Village Mammoth Specific Plan Program EIR (Mammoth Lakes, CA)
- Pacific Garden Senior Housing Group Project (Santa Monica, CA)
- Seal Beach Townhomes Project Mitigated Negative Declaration (Seal Beach, CA)
- Shoreline Gateway EIR (Long Beach, CA)
- South Pasadena Downtown Revitalization Project EIR (South Pasadena, CA)
- The Cleanwater Specific Plan EIR (Mammoth Lakes, CA)
Ms. Morse’s primary responsibilities at RBF include the preparation of CEQA and NEPA documents (Environmental Impact Reports, Negative Declarations, Initial Studies, Environmental Assessments), as well as other policy planning documents, including General Plans and Specific Plans. She has prepared environmental documents for policy plans, mixed-use developments, high-rise office, commercial, residential, industrial, schools (elementary, high school, and colleges/universities), hospitals, and redevelopment projects for both public and private sector clients throughout California. Ms. Morse’s responsibilities include analysis, technical review and management of environmental documents for CEQA compliance, staff support for public agencies, and assistance to private sector clients in meeting governmental agency requirements. Ms. Morse is also responsible for updating and implementing RBF’s in-house QA/QC program.

Relevant Experience:
- 231-265 North Beverly Drive (William Morris Agency) Project EIR (Beverly Hills, CA)
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR (Beverly Hills, CA)
- Carson General Plan Update and EIR (Carson, CA)
- Cerritos General Plan Update and EIR (Cerritos, CA)
- Costa Mesa General Plan Update and EIR (Costa Mesa, CA)
- Cypress General Plan Update and EIR (Cypress, CA)
- Duarte General Plan EIR (Duarte, CA)
- Fullerton General Plan Update EIR (Fullerton, CA)
- Garden Grove General Plan Update and EIR (Garden Grove, CA)
- Glendora General Plan Update (Glendora, CA)
- Goleta General Plan Existing Conditions and Community Outreach (Goleta, CA)
- Henry Mayo Newhall Memorial Hospital Master Plan EIR (Santa Clarita, CA)
- Hi Hope Ranch MND (Oceanside, CA)
- Historic Town Center EIR (San Juan Capistrano, CA)
- Los Alamitos Medical Center Specific Plan EIR (Los Alamitos, CA)
- Mariners Mile Gateway MND (Newport Beach, CA)
- Pacific Coast Highway Corridor Affordable Housing Projects EIR (Signal Hill, CA)
- Pier Bowl Master Plan Program EIR (San Clemente, CA)
- Prescott Valley 2020 General Plan (Prescott Valley, AZ)
- Rancho Del Oro Village XII Program EIR (Oceanside, CA)
- Rush Creek Estates EIR (Marin County, CA)
- South Gate General Plan EIR (South Gate, CA)
- St. Cloud Residential MND (Oceanside, CA)
- Stanton General Plan EIR (Stanton, CA)
- Temecula General Plan EIR (Temecula, CA)
EDWARD TORRES, INCE, REA | TECHNICAL SPECIALIST

Registration/Certification:
- 2003, Institute of Noise Control Engineers
- 2009, Registered Environmental Assessor, 30154

Years Experience: 11

Education:
- B.A., 2000, Environmental Analysis and Design, University of California, Irvine
- B.S., 2000, Mechanical Engineering, University of California, Irvine
- M.S., 2006, Mechanical Engineering, University of Southern California

Professional Affiliations:
- American Planning Association
- Air & Waste Management Association
- Acoustical Society of America
- Institute of Noise Control Engineering
- American Institute of Physics

Mr. Torres serves as the Director of Technical Studies, with a specialty in Acoustics, Air Quality, Climate Change, and Visual Impact Assessments. Mr. Torres leads RBF’s efforts to be at the forefront of Global Climate Change studies. Mr. Torres has prepared numerous analyses that are consistent with climate change legislation such as Assembly Bill 32, Senate Bill 97, Executive Order S-3-05, and Senate Bill 375. In addition to analyzing climate change impacts, Mr. Torres has led the development of numerous greenhouse gas inventory models which calculate greenhouse gas emissions from such sources as vehicular traffic, stationary sources, electricity consumption, water consumption, wastewater treatment, and construction processes.

Mr. Torres has also been selected by the California Energy Commission (CEC) to co-lead a set of technical working groups to develop energy and GHG assessment protocols for single buildings, land use and infrastructure projects. The program was developed through a Public Interest Energy Research (PIER) grant to facilitating a series of technical working groups that bring together diverse sets of subject matter experts, emphasizing individuals with combinations of “front line” experience and vision for the implications for public policy, regulation, and market transformation. The following is a representative sample of projects for which Mr. Torres has prepared environmental and technical analyses.

Relevant Experience:
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR (Beverly Hills, CA)
- Boeing Specific Plan Program EIR (Seal Beach, CA)
- Crestridge Senior Villas and Palos Verdes Peninsula Senior Center EIR (Rancho Palos Verdes, CA)
- Dana Point Harbor Revitalization EIR (Dana Point, CA)
- El Segundo Power Redevelopment Project (00-AFC-14)
- Fullerton Climate Action Plan (Fullerton, CA)
- Garvey Villas Initial Study/Mitigated Negative Declaration (Monterey Park, CA)
- Hampton Inn & Suites Initial Study/Mitigated Negative Declaration (El Segundo, CA)
- Historic Downtown Upland Specific Plan Program EIR (Upland, CA)
- Hotel del Coronado Specific Plan Program EIR (Coronado, CA)
- Los Alamitos Medical Center Specific Plan EIR (Los Alamitos, CA)
- Mammoth Clearwater Specific Plan EIR (Mammoth Lakes, CA)
- Marymount College Facilities Expansion EIR (Rancho Palos Verdes, CA)
- Murrieta Climate Action Plan (Murrieta, CA)
- Nash Street Data Center Initial Study/Mitigated Negative Declaration
- Seal Beach Townhomes Project MND (Seal Beach, CA)
- Shoreline Gateway EIR (Long Beach, CA)

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Ms. Garcia is involved in the preparation, daily monitoring, and coordination of CEQA documents, ensuring their timely completion reflective of the highest standard of professional care. With over 20 years in the environmental field, Ms. Garcia has extensive experience with projects involving sensitive planning and environmental issues including land use and relevant planning, aesthetics/visual character, and traffic/circulation. She has had significant experience with environmental analyses of numerous large-scale mixed-use projects involving institutional, commercial, residential, and public infrastructure uses. Ms. Garcia's professional experience consists of involvement with various EIRs for large-scale, mixed-use projects. More specifically, her experience as Project Manager for the Marymount College Facilities Expansion Project EIR, Long Point Resort EIR, and North Lake Area and South Lake Area Projects, involved critical land use compatibility and relevant planning issues, and in depth analyses of consistency with city policies and code standards for infill developments in urban settings. These Projects, along with the Clearwater Specific Plan EIR and Beverly Hills Gardens and Montage Hotel Project EIR required detailed traffic, circulation, parking, and visual character analyses for short- and long-term conditions.

**Relevant Experience:**
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR (Beverly Hills, CA)
- Boeing Specific Plan Program EIR (Seal Beach, CA)
- Buena Park General Plan Update/Program EIR (Buena Park, CA)
- Cambria Community Services District Water Master Plan EIR (Cambria Community Services District)
- Crestridge Senior Housing EIR (Rancho Palos Verdes, CA)
- Downtown and Central Long Beach Redevelopment Plans Master EIR (Long Beach, CA)
- East Campus Infrastructure Improvements Phase 2 IS/MND (University of California, Riverside)
- Edison Mission Energy Solar Photovoltaic Due Diligence Studies
- Fullerton General Plan Update/Program EIR (Fullerton, CA)
- Hawaiian Gardens General Plan Update EIR (Hawaiian Gardens, CA)
- Holiday Haus Project IS/MND (Mammoth Lakes, CA)
- Hotel del Coronado Master Plan Program EIR (Coronado, CA)
- Long Point Resort EIR (Rancho Palos Verdes, CA)
- Marymount College Facilities Expansion EIR (Rancho Palos Verdes, CA)
- Moon Camp TT#16135 EIR (Big Bear Lakes, CA)
- North Downtown Lancaster Neighborhood Revitalization / Transit Village Plan and EIR/EA (Lancaster, CA)
- North Village Mammoth Specific Plan Program EIR (Mammoth Lakes, CA)
- Oasis Road Specific Plan Master EIR (Redding, CA)
- Old Town Yucca Valley Specific Plan Program EIR (Yucca Valley, CA)
- Pacific Gateway Plaza Project MND (Seal Beach, CA)
- Ritz Carlton Specific Plan EIR (Rancho Palos Verdes, CA)
- Rivers End Staging Area & San Gabriel Bikeway Enhancement Plan MND (Seal Beach, CA)
- Shoreline Gateway EIR (Long Beach, CA)
- South Pasadena Downtown Revitalization EIR (South Pasadena, CA)
- Sierra Meadows Estates EIR (Madera County, CA)
Ms. Bogue assists in the preparation of environmental and planning studies for public and private sector clients, with a focus on due diligence planning activities. Ms. Bogue specializes in the preparation of hazardous materials studies and visual analysis services.

Ms. Bogue has prepared numerous hazardous materials related studies. Ms. Bogue prepares Phase I Environmental Site Assessments (ESAs), Initial Site Assessments (ISAs) for the California Department of Transportation (Caltrans), Preliminary Hazardous Materials Assessments pursuant to the California Environmental Quality Act (CEQA), and Environmental Baseline Surveys (EBSs) for the Department of the Navy. The scopes of the ESAs and ISAs follow guidance provided in American Society for Testing Materials (ASTM) Standard Practice E 1527-05. The ASTM 1527-05 document outlines a procedure for completing ESAs that includes a review of records (current and historic), site reconnaissance, and interviews. Other hazardous materials related studies follow the California Environmental Quality Act (CEQA) Guidelines pertaining to hazardous materials.


Relevant Experience:
- Atkinson Lane Specific Plan/Master Plan (Santa Cruz County, CA)
- Citywide Capital Improvement Project MND (Seal Beach, CA)
- Clearwater Specific Plan EIR (Mammoth Lakes, CA)
- Crossroads Plaza Commercial Center Initial Study and EIR (Bakersfield, CA)
- Dana Point Harbor Revitalization EIR (Dana Point, CA)
- Foothill Parkway Westerly Extension (Corona, CA)
- Hercules Town Center Project EIR (Hercules, CA)
- Holiday Haus Project MND (Mammoth Lakes, CA)
- The Lakes Project EIR (Ontario, CA)
- Lincoln Acres Library and Community Center Project (Cypress, CA)
- Los Gatos General Plan Update (Los Gatos, CA)
- Main Street Widening Project MND (Orange, CA)
- Naples Seawall Interim and Long Range Repair IS/MND (Long Beach, CA)
- Osborne Hill Project EIR (Nevada County, CA)
- Ponte Beachfront Vision Plan Due Diligence (Carlsbad, CA)
- The Sherwin Project EIR (Mammoth Lakes, CA)
- Salt Creek Heights Subdivision Initial Study and EIR (Redding, CA)
- Seal Beach Townhomes Project MND (Seal Beach, CA)
Ms. Kinney has extensive experience in all phases of stormwater management projects including planning, design and construction. Her recent experience has focused on development of Master Plans of Drainage, which focus on storm drainage facility sizing, stormwater NPDES compliance, stream stability, and floodplain management. Her planning experience includes large master planned communities and well as supporting hydrologic and stormwater quality analysis as a basis for CEQA documentation. Ms. Kinney has prepared Water Quality Management Plans, Stormwater Pollution Prevention Plans, and CEQA water quality technical studies.

Ms. Kinney is experienced in channel restoration design work including hydrologic and hydraulic modeling and PS&ES work. Ms. Kinney has also served as a regulatory agent for the application of 404 Corps of Engineers, 401 California Regional Water Quality Control Board, and 1601/1603 California of Department of Fish and Game permits. She received Wetland Delineation training by the Wetland Training Institute. Her knowledge of both engineering and environmental requirements makes her an asset to any multi-disciplinary team.

Rebecca Kinney has extensive experience in all areas of floodplain management and floodplain revisions. She has completed over 20 different floodplain mapping and revision projects for Cities, Counties, Developers, and the United States Army Corps of Engineers. Ms. Kinney’s experience includes numerous Flood Insurance Rate Map (FIRM) Revisions including both Conditional Letters of Map Revisions and Letters of Map Revision. Her FIRM revision experience includes processing map revision model by approximate methods and detailed methods including floodway models. She is also well versed in computer modeling of hydraulic systems utilizing HEC-RAS River Analysis System, HEC-2, and Water Surface Pressure Gradient (WSPG).

Relevant Experience:
- Dana Point Harbor Revitalization EIR (Dana Point, CA)
- Long Point Resort EIR (Rancho Palos Verdes, CA)
- Los Alamitos Pump Station MND (Los Angeles and Orange Counties, CA)
- Marblehead Coastal EIR (San Clemente, CA)
- Marymount College Facilities Expansion EIR (Rancho Palos Verdes, CA)
- North Downtown Lancaster Neighborhood Revitalization / Transit Village Plan EIR/EA (Lancaster, CA)
- Oasis Road Specific Plan Master EIR (Redding, CA)
- Old Town Yucca Valley Specific Plan Program EIR (Yucca Valley, CA)
- Pacific Coast Highway/2nd Street Improvement MND (Long Beach, CA)
- Pacific Gateway Plaza MND (Seal Beach, CA)
- Ritz Carlton (Rancho Palos Verdes, CA)
- Seal Beach Townhomes Project MND (Seal Beach, CA)
- Shoreline Gateway EIR (Long Beach, CA)
- South Pasadena Downtown Revitalization EIR (South Pasadena, CA)
Mr. Matson has many years of diverse traffic and transportation experience in preparing a wide range of traffic studies and transportation planning analyses. He is responsible for managing traffic and transportation studies for planning, environmental and engineering projects. His experience encompasses serving as the Manager of Transportation for the Irvine Company for major land use planning, entitlements for generating traffic impact analyses for Caltrans on an on-call basis. Mr. Matson and his staff generate a variety of traffic/transportation studies to analyze and document projects at various stages of development, such as conceptual planning, preliminary engineering, agency general plan/zoning modifications, environmental documentation, project/infrastructure phasing, site plans, tract maps, final engineering, construction traffic management plans, and parking studies. Mr. Matson received his B.S. in Engineering from California State Polytechnic University, Pomona and Social Ecology Development and Land Use Planning Certification from the University of California, Irvine, along with numerous Institute of Transportation Studies certifications.

Relevant Experience:
- Beverly Hills Gardens and Montage Hotel Mixed Use Project EIR
- Buena Vista Casino Project Traffic Analysis Support to Agency Staff
- Casino Morongo Roundabout Traffic Visual Simulators
- Downtown Laguna Beach Traffic Circulation and Parking Management Analysis
- Downtown Lancaster Specific Plan Traffic Impact Analysis
- Downtown and Central Long Beach Redevelopment Plans Master EIR
- Downtown Sierra Madre Specific Plan and Program EIR Project Traffic and Parking Impact Analysis
- Hotel Del Coronado Master Plan EIR
- Long Point Resort EIR
- Los Alamitos Medical Center Traffic Impact Analysis
- Marblehead Coastal EIR
- Marymount College Facilities Expansion EIR
- North Downtown Lancaster Neighborhood Revitalization / Transit Village Plan EIR/EA
- Oasis Road Specific Plan Master EIR
- Old Town Yucca Valley Specific Plan Program EIR
- Pacific Trade Center EIR
- Perris Downtown Specific Plan Traffic and Parking Analysis
- Plymouth Casino Project Traffic Analysis Support to Agency Staff
- San Fernando Downtown Parking Lots Project Traffic and Parking Impact Analysis
- Seal Beach Townhomes Project MND
- South Pasadena Downtown Revitalization Project Traffic and Parking Impact Analysis
- Temple Palms Business Park Traffic Impact Analysis
- Torrance Citywide Comprehensive Traffic Study
Paul Martin has extensive experience in transportation planning, traffic engineering, and parking analysis. He is practiced at working with land use planning professionals to develop and refine proposed land use plans and site plans to increase mobility for multiple users (motorists, transit riders, pedestrians, bicyclists, etc.) of an integrated transportation circulation system. Paul is focused on customizing solutions for public and private sector clients to minimize transportation impacts on global climate change in response to evolving political environments, public sentiment, and government legislation.

He is proficient at identification of feasible traffic and parking mitigation measures for CEQA document defensibility. In addition to physical solutions to address forecast deficiencies, Paul derives non-physical solutions to minimize impacts including traffic demand management, parking reduction strategies and parking management programs.

Based on his traffic engineering experience, Paul is proficient at site access refinements to improve internal circulation and minimize pedestrian/vehicle conflicts. Paul has prepared multiple traffic flow visual simulations combining measured vehicular and pedestrian volumes with aerial imagery to show existing and future traffic circulation conditions. Simulations have shown proposed roadway connections, placement of traffic signals at varying access points, as well as intersection control by traffic signal or roundabout for public discussion and understanding.

Relevant Experience:
- Almond Tree Village Mixed-Use Project Traffic Impact Analysis
- Bunker Hill Towers Apartments Area Transit Survey and Parking Analysis
- California Avenue Circulation Review
- Downtown Specific Plan Traffic and Parking Analysis
- Empire Buena Vista Apartment Traffic Impact Analysis
- Engineering Access Roundabout Conceptual Plans
- Garvey Villas Traffic Impact Analysis
- Interstate 5 / Jamboree Road Interchange Improvement
- Laguna Beach Downtown Traffic Impact Analysis
- Laguna Beach Traffic Circulation and Parking Management Analysis
- Marblehead Coastal Project Traffic Analysis
- McCanna Hills Specific Plan 246 Amendment Traffic Impact Analysis
- Orange County Transportation Authority (OCTA) Bus Rapid Transit (BRT), Program Management - Planning Services
- University High School Synchro / SimTraffic Simulations
RICHARD BECK, REA, CEM, CEI | HAZARDOUS MATERIALS ASSESSMENT

Registration/Certification:
- 2005, Registered Environmental Assessor, 8065
- 2007, Certified Environmental Manager, 10084
- 2007, Certified Environmental Inspector, 10084

Years Experience: 11

Education:
- B.A., 2000, Environmental Studies, University of California, Santa Cruz

Professional Affiliations:
- Association of Environmental Professionals
- Building Industry Association
- Home Builders Council
- BIA Next Generation Group
- US Green Building Council
- Environmental Assessment Advisory Committee

Mr. Beck manages Regulatory Services for RBF's California, Arizona, and Nevada offices. Routine duties include supervision of delineation field crew; regulatory specialists that draft, coordinate, and process state and federal regulatory agency applications; and direct liaison work between public and private sector clients and regulatory agency staff. Mr. Beck's years of significant regulatory coordination has led to trusted relationships with regulatory staff at all levels.

Mr. Beck specializes in due diligence planning activities and regulatory permit processing, pursuant to the Clean Water Act (CWA), the California Porter-Cologne Act, the California Fish and Game Code, the Endangered Species Act, and the California Coastal Act. Mr. Beck also conducts and oversees the preparation of hazardous material assessments, which include: Phase I Environmental Site Assessments, Initial Site Assessments for the California Department of Transportation (Caltrans), Preliminary Hazardous Material Assessments, and Environmental Baseline Surveys for the Department of the Navy.

Relevant Experience:
- Alton Parkway Extension EIR
- Barranca Parkway Improvements
- Cerone Master Plan Improvements
- Cooks Reservoir
- Coronation Residential Development
- Deer Canyon Estates
- Diamond Bar TTM 53430
- Mira Loma Residential Constraints
- Moon Camp Subdivision
- Stevenson Ranch
- Talega Development
- Tustin Legacy Dewatering
- County of Orange (OC Public Works, formerly OC Public Works RDMD/PFRD) On-Call Regulatory Services
- San Juan Creek Water Line Crossing Replacement at Via Estenaaga
- TTM 31538 "Salt Creek" Project
- Ranch at Carbon Canyon Due Diligence
- The Lakes Due Diligence
- Beyer Community Park Site
Charles A. Marr, PE | Infrastructure Specialist

Registration/Certification: 1995, Civil Engineer, CA, 53435

Years Experience: 23

Education:
B.S., Civil Engineering (Environmental Emphasis) California Polytechnic State University, Pomona

Professional Affiliations:
Associate Member, American Society of Civil Engineers (ASCE)
Member, Orange County Water Association (OCWA)
Engineering Advisor, WEROC

Charles Marr is a registered Civil Engineer in the State of California with many years of experience in water resources engineering. Mr. Marr has provided engineering services for master plans that have included domestic water, wastewater, and non domestic water systems for several cities and large residential, industrial, and commercial developments. These master plans included development of capital improvement programs for recommended facilities and system sizing to accommodate future development areas. Mr. Marr has particular expertise in water resources investigations that include analysis of potential water supply sources and development of future water supply scenarios. These potential water supply sources include groundwater, imported water, and recycled water. He has also written numerous technical reports consisting of comprehensive analyses and troubleshooting of wastewater systems.

Relevant Experience:
- Pechanga Indian Reservation Water System Master Plan (Temecula, CA)
- Fontana Southwest Industrial Park (Fontana, CA)
- Highland Fairview Corporate Park (Rancho Belago, CA)
- East Moreno Valley Water and Sewer Systems Evaluation (Moreno Valley, CA)
- Butterfield Development: Water and Sewer Master Plan (Banning, CA)
- Garden of Champions Tennis Stadium Complex (Indian Wells, CA)
- Marblehead Coastal Development Water and Sewer Master Plan (Orange County, CA)
- University of California, Irvine (UCI) Campus On-Site Facilities Master Plan (Orange County, CA)

Water Supply Assessments - Mr. Marr and his team have prepared several water supply assessments (WSA) pursuant to Senate Bill 610 and the California Environmental Quality Act. SB 610 was implemented in 2002, the reports of which are often included with the environmental documentation required under CEQA. In general, WSAs rely heavily on the information within the purveying agency’s Urban Water Management Plan (UWMP) and are required for projects that include at least 500 dwelling units or will require the equivalent amount of water demanded by 500 dwelling units. The goal of the Assessment is to conclude with a finding that adequate water supply sources are available, or will be available for the Project upon completion of planned water projects, both now and for the next 20 years. If this cannot be concluded, water supply is deemed insufficient and could impact the land owner’s ability to obtain approvals for the Project. The SB 610 legislation also requires additional water supply information to be included for all subsequent Urban Water Management Plans. Among the water purveyors RBF has prepared successful WSAs for include:

- City of Bakersfield
- City of Chino
- City of Chino Hills
- City of Coachella
- City of Ontario
- City of Tracy
- City of Santa Fe Springs
Ms. Allen has a wide range of planning experience encompassing a broad array of planning projects including Specific Plans, Military Reuse Plans, General Plans, Design Guidelines, Development Feasibility Analysis, Entitlement processing, and Extension of Staff.

Ms. Allen’s planning experience includes management of numerous Specific Plan and other land use planning and entitlement efforts for both the public and private sector, as well as management into the construction phases. Ms. Allen possesses a background in Policy Planning, Landscape Architecture, Current Planning and Land Planning. She has extensive experience providing planning services as an extension of public agency staff. Her responsibilities have included the review and management of policy planning projects, and review of development submittals for adequacy and compliance with adopted codes and regulatory documents, management and preparation of staff reports, presentation to policy makers, and development of conditions of approval. She has overseen the design review process for all of the subdivisions and commercial developments in the Hamilton Master Plan and Reuse Plan areas in Novato, CA, comprised of 11 projects from subdivisions to historic hangar reuse as corporate offices.

Relevant Experience:
- MCAS Tustin Hangar Historical Mitigation Program (Tustin Redevelopment Agency)
- MCAS Tustin Design Guidelines (Tustin Redevelopment Agency)
- City of Beverly Hills William Morris Agency Relocation, Extension of Staff (Beverly Hills, Los Angeles County, CA)
- City of Beverly Hills 9900 Wilshire Compliance Monitoring, Extension of Staff (Beverly Hills, Los Angeles County, CA)
- Alameda Point Naval Air Station Reuse Plan Extension of Staff (Alameda, CA)
- Fagan Canyon Planning Services Extension of Staff (Santa Paula, Ventura County, CA)
- Hamilton Planning Services Extension of Staff for Entitlement, Design Review, Building Permit review and inspections for 11 residential and commercial projects(Novato, CA)
- Hamilton Army Airfield Program Management (Novato, Marin County, CA)
- Otay Ranch Review / Planning, Extension of Staff for Planning and Design Review and Policy Development for the 43,000 acre development proposed by the Baldwin Company (Chula Vista, San Diego County, CA)
- McDonnell Center Specific Plan Amendment (Cypress, CA)
- The Groves Property Opportunities and Constraints Study (County of San Diego)
- Commissary Triangle Opportunities and Constraints Analysis (Novato Redevelopment Agency)
- Los Alamitos Medical Center Specific Plan (Los Alamitos, CA)
- Saltworks Specific Plan (Redwood City, CA)
- Solar Entitlement (various)
- Legacy Park / Tustin Legacy Planning Services (City of Tustin, CA)
- First & Cabrillo/Cabrillo Towers, Santa Ana Metro Overlay (Santa Ana, CA)
- Vantis Specific Plan (Aliso Viejo, CA)
- Fullerton Hughes (Fullerton, CA)
- Troxler Due Diligence Studies (Southern California)
- Rich-Haven Specific Plan (City of Ontario, CA)
- Orangecrest Hills Specific Plan Amendments #1 and 2, (Riverside, CA)
Mr. Franzini is a licensed Landscape Architect with extensive experience managing and designing landscape architectural projects throughout southern California. His expertise includes landscape design, urban design, site planning, community facilitation, conceptual and schematic design, Master Plans, construction documents, specifications, cost estimates, and project management for public and private projects. His ability to creatively balance artistic and scientific principles results in projects that are beautiful, safe, and enjoyable. Many of his projects incorporate sustainable and green design principles that create lasting benefits for both the Client and the environment.

Relevant Experience:
- Poinsettia Park Parking Lot Improvements (Carlsbad, CA)
- Trancas Canyon Park (City of Malibu)
- As-Needed Landscape Architecture for Park Design (San Diego County, CA)
- JP Ranch Sports Park (Yucaipa, CA)
- Robb Field Skateboard Park Development Plan (Ocean Beach, CA)
- Balboa Park 6th Avenue Playground Development Plan (San Diego, CA)
- Pacific Electric Bike Trail Connection and Park (City of Long Beach)
- San Gabriel River Trail and Bikeway Staging Area (Rivers and Mountains Conservancy Grant Project) (Seal Beach, CA)
- Black Rail Road (Carlsbad, CA)
- Sand Canyon Avenue Grade Separation at the Metrolink / BNSF Railroad (Irvine, CA)
- Long Beach Boulevard Medians (Long Beach, CA)
- Virginia Village Streetscape Improvements (Long Beach, CA)
- Sports Field at San Diego Jewish Academy Landscape Plan (San Diego, CA)
- Montage Hotel Beverly Hills (Beverly Hills, CA)
- El Segundo Power Redevelopment Project (El Segundo, CA)
- Chollas Substation (Lemon Grove, CA)
D. SCOTT MAGORIEN, CEG | GEOLOGY AND SOILS

Registration/Certification:
Professional Geologist, CA/WAY
Certified Engineering Geologist, CA/WA

Years Experience: 30

Education:
B.S., 1979, Geology, California State University, Northridge

Professional Affiliations:
Member, Society of Women Engineers
Associate Member, American Society of Civil Engineers

For the past 30 years, Mr. Magorien has served as project manager and/or principal investigator for a wide variety of project types including:

- Comprehensive landslide, slope stability, faulting, geotechnical and groundwater investigations before, during, and following construction for large commercial and residential hillside developments throughout southern California. Also, serve as engineering geologic consultant to several southern California city engineering and planning departments.

- Geologic and fault-rupture hazards studies for existing and proposed large earthen dams in Los Angeles, Orange, Riverside San Bernardino and Merced Counties, California.

- Over the past 25 years have provided on call engineering geologic consulting services to the cities of Huntington Beach, Dana Point, Rancho Palos Verdes, Mission Viejo, Newport beach, Brea, Serra Madre, Highland, Yucaipa and the County of Orange EMA.

- Geotechnical studies for numerous projects with emphasis on geologic/geotechnical hazards adjacent to active and potentially active faults throughout the Los Angeles Basin, San Bernardino Valley, Mojave Desert and Santa Cruz Mountains, California.

- Comprehensive geotechnical, faulting and landslide studies for over 3000 earthquake-damaged homes following the 1989 Loma Prieta, 1992 Landers-Big Bear, and 1994 Northridge earthquakes.

- Principal investigator/preparer of over 50 EIR-level studies/reports involving evaluation and mitigation of geologic hazards/and groundwater conditions in coastal and inland areas of California, and Nevada and Utah desert environments. Also provide EIR-level peer review analyses of geotechnical studies in support of residential, commercial and industrial projects for City planning agencies.

- For the past 10 years served as a technical expert for the former State of California Board of Registration for Geologists and Geophysicists, and now serve as an engineering geologic technical expert to California Board for Professional Engineers and Land Surveyors. Also provide expert testimony in support of litigation involving slope instability, landslides, active faulting, groundwater-related impacts, rock characterization, and other geologic hazards.

VII. LIABILITY INSURANCE

RBF has general liability insurance in the amount of $4,000,000. RBF's Professional Liability (Errors and Omissions) amounts to $3,000,000. RBF also carries automobile liability, excess liability, worker's compensation and employer's liability. Further information and/or certificates of insurance will be provided by RBF, as requested by the Client.
VIII. STATEMENT OF FINANCIAL CONDITIONS

This proposal shall be valid for a period of 90 days. Progress billings will be forwarded based on payment criteria established by the City. These billings will include the fees earned for the billing period. The City shall make every reasonable effort to review invoices within fifteen (15) working days from the date of receipt of the invoices and notify Consultant in writing of any particular item that is alleged to be incorrect.

The fees proposed herein shall apply until June 1, 2012. Due to annual increases in costs associated with inflation, staff wage increases and increases in direct costs, Consultant will increase those portions of the contract fee for which work must still be completed after June 1, 2012, by fifteen percent (15%).

Deviations or modifications from the Scope of Work will result in potential re-evaluation of the associated fees. Items not specifically stated in the proposal will be considered an additional work item.

All work will be performed at a "Not to Exceed" contract price, which will become the fixed price upon completion of negotiations with the City staff authorized to negotiate and agreement. The total budget includes all miscellaneous costs for travel/mileage, reproduction, telephone, postal, delivery, reference materials, and incidental expenses.

The budget provides a breakdown of our estimated cost of performing the services described in this Scope of Services. Our Scope of Services and its associated cost are based on several key assumptions, including the following:

1. City will develop the mailing list for distribution of the EIR and notices. The City will be responsible for newspaper cost of publication of notices, which will be billed directly to the City, so they are not included in the proposed budget.

2. Photocopy costs included in the proposal are for the specified number of copies of deliverables and reasonable incidental and in-team photocopying. If additional copies of deliverables are needed, they can be provided with an amendment to the proposed budget.

3. Review cycles for preliminary documents are presented in the scope of work. Additional review cycles or additional versions of administrative drafts are assumed to not be needed.

4. The proposed work addresses CEQA requirements of the proposed action. Work related to NEPA compliance, Section 404 compliance, or other permitting processes is not included (although these can be added, as needed, with a contract amendment). Work concludes at the acceptance by the City of the final deliverable.

5. The budget is based on completion of work within an agreed upon schedule. If substantial delay occurs, an amendment of the budget would be warranted to accommodate additional project management time and other costs. Substantial delay is normally defined as 90 days or more.
6. Costs are included for the number of meetings specified in the scope of work. If additional meetings are needed, they can be included with an amendment of the budget.

7. The extent of public comment on a Draft EIR is not predictable. The proposed budget includes a reasonable, preliminary estimate time to respond to comments. RBF will consult with the City after the valuation of the comments to determine if the preliminarily estimated budget is sufficient. An excessive amount of comments is generally considered to be more than thirty (30) commenting agencies/individuals and/or over 150 comments that require answers other than "Comment is noted."

8. Costs have been allocated to tasks to determine the total budget. RBF may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.

9. Once the proposed project description, baseline, and alternatives are approved by the City for analysis in the Draft EIR, it is assumed they will not change thereafter. If changes requiring revisions to analysis or rewriting of EIR information occur, an amendment of the budget would be warranted.

10. The CEQA statutes or guidelines may change during the course of this EIR. If amendments require redoing work already performed or substantially increasing effort, a contract amendment may be warranted.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding acceptance of a grant from the Federal Aviation Administration (FAA) of up to $5 Million to be used for the Residential Sound Insulation (RSI) Program.

RECOMMENDED COUNCIL ACTION:
1. Accept a grant from the Federal Aviation Administration (FAA) of up to $5,000,000;
2. Authorize the Mayor to execute the FAA Grant Agreement; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: Potential

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ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Greg Carpenter, Director of Planning and Building Safety
APPROVED BY: Jack Wayt, City Manager

BACKGROUND AND DISCUSSION:

On February 23, 2011, City staff was notified by the Federal Aviation Administration (FAA) that it had "programmed $5 Million (Fed share) for Noise Mitigation for city of El Segundo" conditioned upon the grant "be executed no later than March 17, 2011." In response, City staff submitted a grant application for $5,000,000 on Wednesday, February 23rd, and was informed that the application was acceptable, and that the FAA would begin programming action.

City staff had not received the formal grant offer at the time this staff report was written, as is typical of similar agenda items in the past. And due to the condition that the grant be executed no later than March 17th, this item could not be placed on the agenda for a later City Council meeting.

The offer is in keeping with previous terms and conditions of previous FAA grants accepted by the City, with the recently clarified condition that FAA funding is only to be used for El Segundo homes north of the "block rounded" Alternative D 65 dB CNEL (Community Noise Equivalent Level) contour, shown in green on the attached map. Homes south of that line, which were previously eligible for FAA funding (and are located in the areas highlighted in yellow and red), are no longer eligible for FAA funding. It is important to note, to avoid confusion, that Los Angeles World Airports will continue to provide some funding for sound insulation efforts for homes located in the area highlighted in yellow – although those details are still being finalized and not directly related to the acceptance of the FAA grant currently before the City Council.
To date, the City has received sixteen (16) FAA grants totaling $37,599,225 and acceptance of a $5,000,000 grant from the FAA would raise those totals to seventeen (17) FAA grants, totaling $42,599,225.

As a precautionary measure, the recommended City Council action is to "Accept a grant from the Federal Aviation Administration (FAA) of up to $5,000,000" to avoid the need for a special City Council meeting and/or action in the event the formal grant offer received is for an amount different than $5,000,000. (The formal grant offer cannot exceed the amount requested, and therefore "up to $5,000,000" was used.)

Staff recommends that the City Council accept the FAA Grant Agreement to continue the Residential Sound Insulation (RSI) Program. To date, the City has completed RSI Improvements on 1,190 homes (with another 40 homes treated by LAWA in the mid-1980's). This new grant will be used, along with funding from a LAWA grant, to fund sound insulation efforts for approximately 125 homes.