Council Meeting of
June 5, 2007

Honorable Mayor and Members
Of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Recommendation to Approve an Amendment to Contract C2005-128 with Lochard Corporation extending the Contract for Replacement of the Airport Noise Abatement System until December 31, 2007.

Expenditure: No additional funding required

RECOMMENDATION

The Community Development Director recommends that Your Honorable Body approve an amendment extending contract C2005-128 with Lochard Corporation for replacement of the Airport Noise Abatement System until December 31, 2007.

BACKGROUND AND ANALYSIS

The Contract with Lochard Corporation for replacement of the Airport Noise Abatement System was originally approved by Your Honorable Body on June 28, 2005. The contract was for a period of one year and was extended for one additional year in June 2006.

While work on the infrastructure of the new system is essentially complete, there are issues remaining with the functionality of the computer program that need to be addressed. The prior ANOMS 6 Noise System was easily customized and Torrance Noise Abatement staff had made several changes to the system that allowed us to automate much of our letter writing and record keeping. The current ANOMS 8 Noise System does not have many of the automated features that we require in order for us to function at an optimal level with our current staffing. The Lochard Corporation is currently working on an upgrade that will address our operational issues.

It is very likely that the system issues will not be completely resolved within the life of the current contract. Although the Lochard Corporation has clearly stated that they will complete the system upgrade at no charge to the City, staff is not willing to close out the contract until that has been accomplished to our satisfaction. Therefore, we need to

extend the life of the contract. The extension is solely for additional time to complete the system upgrade and will not require any additional funding.

The Community Development Director therefore recommends that Your Honorable Body approve an amendment to the Lochard Contract extending its life through December 31, 2007.

Respectfully submitted,

Linda Cessna
Deputy Community Development Director

CONCUR:

Jeffery W. Gibson
Community Development Director

LeRoy J. Jackson
City Manager

Attachments:

A. Contract Amendment
B. June 27, 2006 Council Item

ATTACHMENT A

SECOND AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of July 1, 2007 by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and LOCHARD CORPORATION, a Delaware Corporation ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on July 1, 2005, whereby CONTRACTOR agreed to replace the existing noise monitoring equipment.

B. The original Agreement was for a one-year term, effective July 1, 2005 through June 30, 2006.

C. On July 1, 2006 the parties amended the contract to extend the term of the contract for one year.

D. In order for CONTRACTOR to complete its replacement of the existing noise monitoring equipment the parties wish to extend the term of the contract for an additional six month period.

AGREEMENT:

1. Paragraph 2 "TERM" is amended to read in its entirety as follows:

   "2. TERM
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until December 31, 2007."

2. In all other respects, the Agreement dated July 1, 2005 and the amendment dated July 1, 2006, between CITY and CONTRACTOR are ratified and reaffirmed and are in full force and effect.

CITY OF TORRANCE,
a Municipal corporation

_____
Frank Scotto, Mayor

LOCHARD CORPORATIAON
a Delaware Corporation

By: _____
Mike Rikard-Bell, President

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

SECOND AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of July 1, 2007 by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and LOCHARD CORPORATION, a Delaware Corporation ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on July 1, 2005, whereby CONTRACTOR agreed to replace the existing noise monitoring equipment.

B. The original Agreement was for a one-year term, effective July 1, 2005 through June 30, 2006.

C. On July 1, 2006 the parties amended the contract to extend the term of the contract for one year.

D. In order for CONTRACTOR to complete its replacement of the existing noise monitoring equipment the parties wish to extend the term of the contract for an additional six month period.

AGREEMENT:

1. Paragraph 2 "TERM" is amended to read in its entirety as follows:

   "2. TERM
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until December 31, 2007."

2. In all other respects, the Agreement dated July 1, 2005 and the amendment dated July 1, 2006, between CITY and CONTRACTOR are ratified and reaffirmed and are in full force and effect.

CITY OF TORRANCE,
a Municipal corporation

_____
Frank Scotto, Mayor

LOCHARD CORPORATIAON
a Delaware Corporation

By: _____
Mike Rikard-Bell, President

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

ATTACHMENT B

Council Meeting of
June 27, 2006

Honorable Mayor and Members
Of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Recommendation to Approve an Amendment to Contract C2005-128 with Lochard Corporation extending the Contract for Replacement of the Airport Noise Abatement System until June 30, 2007

Expenditure: No Additional Funding Required

RECOMMENDATION

The Community Development Director recommends that your Honorable Body approve an amendment extending contract C2005-128 with Lochard Corporation for replacement of the Airport Noise Abatement System until June 30, 2007. No additional funding is required.

BACKGROUND AND ANALYSIS

The Contract with Lochard Corporation for replacement of the Airport Noise Abatement System was originally approved by your Honorable Body on June 28, 2005. The contract was for a period of one year.

While work on the new system is moving along, there have been issues with subcontractors as well as problems with certain technical aspects of the system. As this is a windows based system that allows for real-time contact with the noise monitors via the computer, there have been problems ensuring that the access required does not compromise the safety of the network. While our CIT staff has been exceedingly helpful and creative in resolving these issues, there remain certain technical issues affecting the ability of the Lochard system to work through the restrictions of the firewall.

It has become clear that the issues will not be completely resolved within the life of the current contract. In order to complete construction of certain new monitor sites and to ensure that the system is working efficiently within the constraints of the firewall, we need to extend the life of the contract. The extension is solely for additional time to fully complete the project and will not require any additional funding.

The Community Development Director therefore recommends that your Honorable Body approve an amendment to the Lochard Contract extending its life through June 30, 2007.

Respectfully Submitted,

Linda Cessna
Environmental Services Administrator

CONCUR:

Jeffery W. Gibson
Community Development Director

LeRoy J. Jackson
City Manager

Attachments:

A. Amendment to Contract C2005-128
B. June 28, 2005 Council Item

ATTACHMENT A

FIRST AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of July 1, 2006 by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and LOCHARD CORPORATION, a Delaware Corporation ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on July 1, 2005, whereby CONTRACTOR agreed to replace the existing noise monitoring equipment.

B. The original Agreement was for a one-year term, effective July 1, 2005 through June 30, 2006.

C. The CITY is satisfied with the level of service provided by CONTRACTOR and wishes to extend the contract for one year.

AGREEMENT:

1. Paragraph 2 "TERM" is amended to read in its entirety as follows:

   "2. **TERM**
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until June 30, 2007."

2. In all other respects, the Agreement dated July 1, 2005, between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a Municipal corporation

_____
Dan Walker, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

LOCHARD CORPORATIAON
a Delaware Corporation

By: _____

FIRST AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of July 1, 2006 by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and LOCHARD CORPORATION, a Delaware Corporation ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on July 1, 2005, whereby CONTRACTOR agreed to replace the existing noise monitoring equipment.

B. The original Agreement was for a one-year term, effective July 1, 2005 through June 30, 2006.

C. The CITY is satisfied with the level of service provided by CONTRACTOR and wishes to extend the contract for one year.

AGREEMENT:

1. Paragraph 2 "TERM" is amended to read in its entirety as follows:

   "2. TERM
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until June 30, 2007."

2. In all other respects, the Agreement dated July 1, 2005, between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a Municipal corporation

_____
Dan Walker, Mayor

LOCHARD CORPORATIAON
a Delaware Corporation

By: _____

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 1, 2005 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Lochard Corporation, a Delaware corporation ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to replace the existing Airport Noise Abatement monitoring system.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services listed in the Proposal attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2006.

3. **COMPENSATION**
A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $256,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

C2005-128

ORIGINAL COPY

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due within 30 days after the date of the invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon,

will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Linda Cessna is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Mike Rikard-Bell, President
Nathan Higbie, Vice President - Technology

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**
The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**
CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**
By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**
CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**
Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**
In addition to the provisions of Section 17 Insurance herein, Contractor shall indemnify, defend, keep, and hold City, including Board, and City's officers, agents, servants, and employees, harmless from any and all costs, liability, damage, or expense (including costs of suit and fees and reasonable expenses

of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of Contractor, sustained in, on, or about the Airport, and which in any case arises (a) out of Contractor's use or occupancy of Airport and (b) as a proximate result of the acts or omissions of Contractor, its agents, servants, or employees.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. **INSURANCE**

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. **SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. **CONFLICT OF INTEREST**

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Contractor's Name and Address Lochard Corporation 39 Pleasant Street Stoneham MA 02180-3829 Fax: (781) 438-5616
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**
This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**
This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. **INTERPRETATION**
The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**
Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**
All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONTRACTOR'S AUTHORITY TO EXECUTE**
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not

violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Dan Walker, Mayor

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:
Heather K. Whitham,
Deputy City Attorney

Lochard Corporation
a Delaware corporation

By:
Mike Rikard-Bell, President

Attachments: Exhibit A

Torrance Airport Noise Monitoring System
ANOMS8 Scope of Work May 9, 2005

EXHIBIT A

ANOMS8 Scope of Work

LOCHARD

TORRANCE AIRPORT NOISE MONITORING SYSTEM

ANOMS 8 UPGRADE SCOPE OF WORK

1. OVERVIEW

A site survey of the Torrance Airport noise monitoring system was conducted on April 7, 2005. The purpose of the site survey was to configure the layout and requirements for the replacement monitoring system: Specific issues and questions addressed were:

1. Will flight tracking provide a benefit to the monitoring system?
2. Can the number of noise monitors be significantly reduced?
3. Are the noise monitors properly located to meet the City's measurement requirements
4. What is the hardware configuration?

The results of the study are the following:

1. The Torrance ANOMS system will be upgraded with new ANOMS 8 software. The upgrade will include replacing the EG&G noise monitors, adding flight tracking, replacing the air traffic recorder, and supplying new computer equipment.
2. The existing 11 EG&G monitors will be replaced with 6 new Internet EMU monitors. Five of these will be in existing locations and the sixth will be in a new location replacing the current Sites 1 and 9. A seventh is an option. The monitors will communicate to ANOMS by DSL or broadband cable.
3. An ANOMS user capability will be supplied at City Hall.
4. The ANOMS server will be hosted in Lochard's data center, providing continuous monitoring status and improved database maintenance, reducing City staff involvement time in system maintenance.
5. Radar flight tracking data will be included in the system. The data will come from an existing flight tracking system serving LAX.
6. A web camera will be installed on the terminal building to support the noise testing.

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LOCHARD

2. PROJECT ELEMENTS

2.1. NOISE MONITORS

Our study has shown, that with the addition of flight tracking data, the number of noise monitors can be reduced while maintaining the capability to monitor compliance with the noise ordinance. Because the ordinance is noise based, measurement of noise levels is still required. The monitor locations chosen are based on optimizing the measurement for compliance within the community. The following monitors will be part of the upgraded system:

1. The existing monitor 1 will be relocated between monitors 1 and 9, providing coverage for both those departures
2. NMT 2 location will be kept
3. NMT 3 location will be kept
4. NMT 4 location will be kept
5. NMT 5 location will be kept
6. NMT 7 location will be kept

All other monitors will be removed by the City.

An optional new location for measuring helicopter traffic along PCH may be placed in Walteria park.

The replacements at 2, 3, 4, and 5 will use the existing poles with new cabinets. New EMU monitors and microphones will be installed using designs developed for the same type of replacement at San Diego.

NMT 1 will be a new galvanized steel tilt-down mast mounted on a concrete pad. This NMT will be located in the park at a site chosen by the Parks department, who will run power and telephone underground to the location. Installation engineering drawings are attached.

At NMT 7, the existing pole will be retained for power and telephone service. A new concrete pad and galvanized mast, or a new wooden pole will be installed 3 feet away from the existing pole. Tree trimming by the appropriate City department will be required prior to installation. Access through the existing fence and park for heavy equipment will be required.

© Lochard

LOCHARD

Telephone service at all NMT sites will be converted from leased line to either DSL or broadband cable, depending on the City preference for service. The service conversion will be arranged by the City.

Lochard will supply all hardware needed for the installation.

Other than the moving of NMT 1 and 9 within the park and the tree trimming at site 7, Lochard and its subcontractor will be responsible for installation. However, Lochard will not be responsible for demolition of NMT sites that will not be in service after the upgrade is complete.

Noise event recording of the audio sound will now take place at the EMU noise monitor instead of in a separate recorder. The noise event audio will be integrated with the database so that a user can listen to any noise event at City Hall as well as at the airport.

2.2. FLIGHT TRACKING

Flight tracking data will be provided by Lochard, using a Megadata passive radar system currently operating at LAX. The cost for the data is $9,000 yearly. After Lochard installs its ANOMS system at LAX, we will evaluate the usefulness of the FAA ARTS data for Torrance which may provide a better source of flight tracks. Since the City is not using the track data to enforce compliance with its ordinance (noise measurements are used), it is possible that the FAA supplied track data could be the best source.

An evaluation during the site survey showed that flight tracks are available in the PASSUR data. The lowest altitude shown at Torrance was 300 ft, which is sufficient for use by the noise monitoring system

2.3. AIR TRAFFIC RECORDING

The existing Dictaphone equipment will be replaced by a new Digital Loggers Inc (DLI) computer based 8-channel recorder at the airport. Playback of the recordings will be from the PC used for noise analysis at the airport and at City Hall. Recordings will be kept for at least 60-days and the ability to save specific recordings will be available. The existing 7 radios will be retained and used as the input for the recorder. As noted above, the audio recording of the noise events will now be done at the EMU and the audio integrated into the database.

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2.4. WIND SPEED AND DIRECTION

Lochard plans to provide a new wind speed and direction sensor at NMT Site 1. Lochard will also integrate the local METAR data feed into the ANOMS database. The METAR data are updated once per hour and are available for free on the Internet.

2.5. FAA REGISTRY AND MAP DATA

FAA registry (aircraft owners) and map data, both from the current system, will be imported and available in the new system.

2.6. WEB CAMERA

A web camera will be placed on the roof of the terminal building and an existing wiring raceway, now used for the weather sensors, will be used to run a cable to the ANOMS Rover computer. The web cam images will be used to support the noise tests.

The camera will be an outdoor camera and focus and direction will be controllable from a web browser. A user at the airport or at City Hall will be able to view the airfield through this camera.

2.7. COMPUTER SYSTEMS

Lochard will provide a Rover real-time data communications computer, and a Windows XP based client workstation. Lochard will set-up and install hardware and software. These computers will be installed in the noise office.

An additional ANOMS clients will be located at City Hall.

The server will be located in Lochard's data center.

Lochard will provide data backup services.

The City will be responsible for removal and decommissioning computer and other hardware in the noise office that will no longer be used after the upgrade, including the Dictaphone recorder, the EG&G interface, and the existing system computers.

2.8. DATA COMMUNICATIONS

The City will provide high speed broadband data communications for the monitoring system. These communications will be used to view and download noise data directly from the noise monitors, and to run ANOMS from the server hosted by Lochard in its data center. Lochard will work with the City IT department to establish the appropriate security and access restrictions.

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2.9. DATA TRANSFER

All complaints will be imported into the new system. Noise data for 2004 and 2005 will be imported into the new system.

2.10. BASIC FUNCTIONALITY PROVIDED

Real-time monitoring of noise data to support the noise tests. Any ANOMS client may view real-time noise levels. Because of the broadband connection at the EMUs, the real-time display can be used continuously and at more than one ANOMS client at the same time.

High event trigger: events that exceed the noise ordinance level will be triggered and reported

Mapping and flight tracking: a vector map showing streets, water features, and the airport will be provided. Flight tracks will be shown in 2-D and 3-D.

Entry of flight plans: IFR flight plans will be automatically entered with the track. Other flight plans can be manually entered.

Runway and noise event correlation: noise events will be automatically associated with flight tracks.

Reporting: a set of standard noise and flight operations reports

3. PROJECT PLAN

Installation will begin in July 2005 and be completed by September 2005.

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4. PRICING AND PAYMENT

4.1: PRICE BREAKDOWN FOR BASE SYSTEM

This is a turn key lump sum project. The above price breakdown has been supplied for information only and does not constitute and offer to supply each item individually.

Item	Description	Price
1	Noise Monitor Replacement	$140,500
1a	6 Internet EMUs with battery, cabinet, DSL or cable modem, mounting hardware	
1b	1 Galvanized steel tilt down mast (for Site 1)	
1c	1 Wind speed and direction sensor for Site 1	
1d	Pistonphone for calibration	
1e	Installation of noise monitors	
2	Computer Hardware	$14,000
2a	Rover data acquisition computer	
2b	Dell Optiplex 280, 19" LCD monitor in noise office	
2c	Dell Optiplex 280, 19" LCD monitor in Town Hall	
2d	Dell 2650 Server (located in Lochard data center)	
3	Air Traffic Recording Equipment Replacement	$18,000
3a	2 DLI four channel network data loggers	
3b	1 Computer controller	
3c	Installation and training by DLI	
3d	Software for listening to recordings on client computers	
4	Webcam on terminal building	$3,100
5	Installation of Computers and Hardware	$26,000
6	Installation of FAA Registry and Map data	$8,000
7	Testing and Training	$24,000
8	Project Management	$12,000
9	California Sales Tax	$10,245
	Total Contract Price	**$255,845**

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4.2. PAYMENT TERMS

Task	Milestone	Payment
Task 1	Contract signature, commence EMU manufacture	$ 70,250
Task 2	EMU Factory Test and delivery to site	$ 70,250
Task 3	Delivery of equipment to Lochard	$ 32,000
Task 4	Site installation	$ 46,000
Task 5	System Test and training	$ 24,000
Task 6	Completion	$ 13,345
	Total Contract Value	**$ 255,845**

4.3. OPTION

An option is proposed for a 7th noise monitor in Walteria Park. The cost for this option is:

EMU, Cabinet and Mast: $10,850 including sales tax (this is a special price for this single additional EMU and reflects a substantial discount)

Installation: $5,000 (nominal charge, may be more or less depending on installer quote and specific site issues)

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Council Meeting of
June 28, 2005

Honorable Mayor and Members
of the City Council
Torrance City Hall
Torrance, California

Members of the City Council:

SUBJECT: Recommendation to approve two contracts with Lochard Corporation; one for replacement of the Noise Abatement System and a second for Licensing and Maintenance of the Airport Noise Monitoring System (ANOMS).

Expenditure: Not to exceed $268,800; 256,000 plus 5% contingency capital funds for the replacement of the Noise Abatement System.

$44,220 Licensing and Maintenance for the first year

RECOMMENDATION

The Airport Commission and the Community Development Director recommend that Your Honorable Body approve a contract with Lochard Corporation for replacement of the Airport Noise Abatement System for a sum of $256,000 with a 5% contingency fee of $12,800.

The Community Development Director further recommends that Your Honorable Body approve a maintenance agreement with Lochard Corporation for a 3 year term with an optional 2 year extension at $48,720 per year with a Consumer Price Index (CPI) increase beginning the second year and yearly thereafter until the end of contract.

Funding

Funds for the replacement of the System are available in the Airport Noise Abatement Center Capital Budget fund for fiscal year 2004-2005.

Funding for the Maintenance Agreement is available in the Noise Abatement budget.

BACKGROUND

Your Honorable Body approved the Airport Noise Abatement system replacement project as part of the 2004-2005 Capital Budget. The scope of the project is to replace the airport noise monitoring system originally installed in 1979 as well as the processing components and recording system that accompany the monitors. A request for proposal for this system replacement was generated in 2004.

ANALYSIS

The airport noise monitoring and analysis system is currently composed of two main elements: Eleven (11) Remote Monitoring Sites and associated computer analysis system located in the General Aviation Center. The monitors were purchased in 1979. The computer analysis system was replaced in 1991 and a Y2K upgrade was performed in 1999. Both elements of the system are maintained by Lochard Corporation. In addition, the system as currently configured makes use of a tape recording system to capture the actual events as they occur at the various monitors.

The Noise Abatement Center had originally planned to replace all elements of the system by the year 2000. Fortunately, an inexpensive purchase of used equipment from Seattle/Tacoma Airport in 1998 made the existing monitors viable for several more years. The system has performed well since but is now showing irreparable signs of age. The components are so old that spare parts are no longer available and repairmen do not have the training to repair them.

Council approved a Capital Budget for replacement of the system for budget year 2004-2005. A request for proposal for system replacement yielded two bids in 2004. In January 2005, the Airport Commission formed a Noise Abatement capital Project Committee to determine which proposal to accept. The Committee concluded that the Lochard proposal, with the addition of a study to determine the most effective deployment of noise monitors, would best meet the needs of the Noise Abatement Program. Since then, Lochard Corporation has conducted such a study and has determined the system can be operated using six (6) noise monitors instead of the current eleven (11) with the addition of passive radar data (Passur).

The Community Development Director and the Airport Commission recommend the Lochard system as proposed by their study for the following reasons:

- The system by Lochard more closely resembles the existing system proven effective and reliable for the past 26 years.
- The Lochard Web-based solution could allow residents and pilots to view reports on complaints and noise test results on the Internet, reducing the time needed for these functions by staff.

- The Lochard system has been chosen by 11 airports in California including LAX, Long Beach and San Diego. With this system, Torrance will be part of a network of similarly equipped airports sharing knowledge and solutions.

In addition, the system has a feature that allows Environmental Staff to view airport noise data from City Hall. This would allow greater flexibility in that staff could respond to requests for tests or answer questions from City Hall if no staff was available at the Noise Abatement Center.

If approved, the project should be completed by November 2005.

Respectfully submitted,

Donald Pyles, Chair
Airport Commission

Linda Cessna
Environmental Services Administrator

CONCUR:

Jeff Gibson
Community Development Department Director

LeRoy J. Jackson
City Manager

Attachments:
1. Minutes of the March 10, 2005 Airport Commission Meeting
2. Staff report for March 10, 2005 Airport Commission Meeting
3. Airport Noise System Replacement Contract with Lochard Corporation
4. Airport Noise System Licensing and Maintenance Agreement with Lochard Corporation

EXCERPT OF MINUTES

✓ Minutes Approved

March 10, 2005

MINUTES OF A REGULAR MEETING
OF THE TORRANCE AIRPORT COMMISSION

1. CALL TO ORDER

The Torrance Airport Commission convened in a regular session on Thursday, March 10, 2005, at 7:00 p.m. in the West Annex meeting room at Torrance City Hall.

2. ROLL CALL

Present: Commissioners Browning, Dingman, Donnellan, Gates, Pyles, Tymczyszyn and Chairperson Ouwerkerk.

Absent: None.

Also Present: Facility Operations Manager Megerdichian, Airport Business Manager Zucker, Environmental Services Administrator Cessna, Sr. Environmental Quality Officer Richards and Land Management Team Chair Sunshine.

6A. REPLACEMENT OF AIRPORT NOISE ABATEMENT CENTER EQUIPMENT

Recommendation

The Airport Noise Abatement Capital Project Committee and the Environmental Division of the Community Development Department recommend that the proposal submitted by the Lochard Corporation be forward to Council with the following conditions:

- That the cost of the system not exceed $256,000.
- That prior to installation of any equipment, a study be conducted by Lochard Corporation to determine the fewest number of monitors necessary given today's technology to operate the system while maintaining the system's effectiveness.

Environmental Services Administrator Cessna introduced the item and thanked Commissioners Browning, Donnellan and Tymczyszyn for serving on the Noise Abatement Capital Project Committee.

With the aid of slides, Sr. Environmental Services Officer Richards provided background information about Torrance Airport and the noise abatement program. He explained that citizens became alarmed when aircraft operations hit 400,000 per year in the 1970s and the City Council sought solutions for airport problems through the creation of an Airport Master Plan. He advised that, in conjunction with the Master Plan, an Environmental Impact Report (EIR) was prepared, which identified two major mitigation measures: 1) the creation of an aircraft noise detection system, and 2) the

adoption of a noise ordinance establishing acceptable aircraft noise limits. He noted that in 1977, following several years of study and input from residents and pilots, the City Council mandated that a permanent system of aircraft noise monitoring equipment be installed at Torrance Airport and sections were added to the Torrance Municipal Code specifying noise limits for aircraft.

Mr. Richards reported that the Noise Abatement Center created at that time has been very successful in enforcing noise limits and that violations have decreased from 5% of operations when the center opened to fewer than ½ of 1%. He explained, however, that the equipment has become obsolete and can no longer be repaired or serviced and the City is seeking to replace it with a new, more efficient system that can be operated remotely from City Hall when airport staff is not available.

Mr. Richards advised that the City sent out a Request for Proposal (RFP); that proposals from two companies, Lochard Corporation ($256,000 basic system/$301,000 enhanced system) and Rannoch Corporation ($249,000 enhanced system), were received; and that the Airport Commission formed a committee to evaluate the proposals. He explained that the committee saw the need for a more efficient system rather than just replacing the old one and suggested the possibility that fewer monitors could perform the same function. He stated that the two companies responded with a cost estimate to conduct a study – Lochard $3,000 and Rannoch, $15,000 - and the committee decided to recommend the Lochard system with a provision that the cost of the system not exceed $256,000 and a study be conducted prior to installation to determine the fewest number of monitors needed. He noted that important factors in choosing Lochard were the company's history of providing reliable equipment and service to the City and its Web-based system would allow residents and pilots to view reports on complaints and noise test results on the Internet, thereby reducing time spent by staff on the telephone.

Commissioner Tymczyszyn, chair of the Noise Abatement Capital Project Committee, reported that the committee met with staff four times over a two-month period to thoroughly evaluate these proposals. He stated that in addition to the reasons mentioned by Mr. Richards, the committee decided to recommend the Lochard system because the company also has systems at LAX and Long Beach, which provides access to radar data that will make the system more efficient in filtering out non-aviation related incidents that "ring the bell" on noise monitors. He explained that aircraft account for only 1 out of 15 noise exceedances registered by the monitors and under the current system, it is a very time consuming process to determine whether the noise came from an airplane or some other source such as a barking dog or motorcycle.

Commissioner Tymczyszyn stated that Rannoch proposed a system using transponder sensors to create a pseudo-radar, which would do the same thing, however, in order to identify an aircraft, it would have to have a Mode-S transponder and only about 5% of aircraft at Torrance Airport are so equipped. He noted that Rannoch has suggested that using radar data from LAX and Long Beach would not be optimal because of the line of sight issues, however, he personally observed aircraft at all altitudes when he viewed the radar data online, including airplanes only 200 feet above the water off the cliffs of Palos Verdes, so he did not believe this would be a problem.

Commissioner Tymczyszyn indicated that familiarity was also a factor because Lochard has a record of reliable service with the City of Torrance. He related his

understanding that Rannoch recently lowered its bid, but noted that the committee had not had an opportunity to review the revised proposal.

Responding to questions from the Commission, Sr. Environmental Quality Officer Richards provided information about enforcement actions, explaining that the Noise Abatement Office switched from an enforcement mode to an education mode in the mid-1990s, encouraging pilots to take advantage of the test program, and there have been only approximately three hearing boards since 2000 and the last misdemeanor to go to court was in 1996.

Mr. Richards clarified that staff was recommending the purchase of Lochard's "optimized" system, which will utilize radar data from LAX to track aircraft.

Commissioner Tymczyszyn noted that the radar data would be provided by another company at a cost of approximately $8,000 per year. He explained that radar data can be viewed online at LAX's website; that it is slightly delayed for security purposes; and that the data is time-stamped so it can be correlated with noise monitoring data.

Commissioner Tymczyszyn pointed out that both proposals would allow the system to be operated remotely from City Hall so pilots would be able to conduct noise tests 8-9 hours a day as opposed to the current situation where the Noise Abatement office is staffed a maximum of 4 hours a day.

In response to Chairperson Ouwerkerk's inquiry, Mr. Richards stated that he envisions that the Noise Abatement office at the airport will continue to be staffed on a part-time basis, but conceded that if it turns out that the system can be run just as well from City Hall, there will be a temptation to spend less time at the airport and more time at City Hall where there is more staffing.

Commissioner Dingman asked about the procedure for requesting noise tests. Mr. Richards explained that it could be done by phone or online and the results would be posted on the Web if the City goes with the Lochard system.

At Commissioner Browning's request, Mr. Richards reviewed the cost savings that will be achieved by using DSL as opposed to the current practice of using dedicated phone lines for the monitors. He noted that Rannoch mentioned the possibility of using WiFi, but he had doubts about whether it would work.

Mike Rikard-Bell, president of Lochard Corporation, noted his company's positive experience with the City of Torrance over the past 14 years; maintained that the company could provide expert service unmatched in the industry with all skills under one roof; and noted that he had letters from satisfied clients from all over California, North America, and around the world.

Commissioner Gates asked about Lochard's experience with general aviation airports comparable to Torrance's, and Mr. Ricard-Bell reported that Palomar Airport is probably the most similar, but conceded that it has more executive jet traffic

Robert Blair, commercial sales manager for Rannoch Corporation, reported that his company has been awarded 80% of contracts over the past 2½ - 3 years because of its pricing, customer service/support, and reliability and expandability. He stated that the

cost of the system has been revised from the original bid of $249,000 to $174,000 because the company has recently formed a global partnership with Bruel & Kjaer, a figure that would be further reduced if it is determined that fewer than 11 monitors are needed. He noted that Bruel & Kjaer is a worldwide leader in sound and vibration, with over 3,000 noise-monitoring units installed throughout the world. He indicated that he could also provide references and urged the Commission to take the time to check references from both his company and Lochard.

Mr. Blair maintained that his company would offer superior customer service and support as it has local offices and two accredited calibration labs in the United States, one of which is in Los Angeles. He noted that the representative who would be servicing the account lives two miles from the airport. Commenting on the system's reliability, he explained that Bruel & Kjaer has over 1700 noise monitoring units that are still in operation after 10 years, while his competitor's units have only been on the market about 5 years.

Mr. Blair reported that his company was proposing a highly accurate, autonomous system, which is not dependant on FAA radar at Long Beach and LAX and which can track aircraft all the way to the ground. He explained that any of the data captured by FAA radar would be captured by his company's system and that Mode S was just an enhanced feature of the system, which tracks Mode A, C and S transponders. He stated that Rannoch supports only one version of its software and all clients with maintenance contracts receive upgrades at no additional charge, however, his competitor has a history of charging hundreds of thousands of dollars for software upgrades. Additionally, he explained that Bruel & Kjaer's hardware is non-proprietary and offers more flexibility, as opposed to Lochard's hardware, which is proprietary and limits the City's choices in the future.

In response to Commissioners' requests for clarification regarding the airports Rannoch listed as references, Mr. Blair explained that Rannoch installed a test flight tracking system at San Francisco Airport some years ago in partnership with another company that is not currently operational, but his company is negotiating with the airport to upgrade the system. He reported that Las Vegas McCarran and Houston Airport are using the company's software, but neither has noise monitoring equipment and that San Antonio Airport has the company's flight tracking system and a noise monitoring system is currently being installed. He advised that airports are focusing more on flight tracking with limited noise monitoring.

Commissioner Browning noted that committee members spent a considerable amount of time reviewing the proposals and investigating both companies and expressed concerns about the last minute revisions to Rannoch's proposal.

Mr. Blair explained that the Rannoch/Bruel & Kjaer partnership was announced last week at a noise symposium in Northern California and formalized this week in Las Vegas and emphasized that it is a global partnership and not just for this proposal.

Commissioner Tymczyszyn asked about Rannoch's experience with general aviation airports in Southern California, and Mr. Blair reported that Santa Barbara Airport has Bruel & Kjaer hardware and software. He noted that Bruel & Kjaer has noise monitoring equipment in over 200 airports worldwide and urged the Commission to take a second look at the company's proposal because of the change in dynamics since the partnership was formed.

Commissioner Tymczyszyn stated that one of the factors that concerned the committee was that unlike Lochard, which manufactures its own equipment, Rannoch purchases commercial, off-the-shelf equipment and there was a question of whether the manufacturers of that equipment would continue to support it.

Mark Serridge, Bruel & Kjaer representative, explained that the most crucial element of the system is the outdoor microphone; that Bruel & Kjaer has exacting standards for the manufacturing of these microphones; and that not all outdoor microphones are built to the same quality.

Commissioner Tymczyszyn noted that Rannoch's proposal also mentions the use of voice recognition software to identify aircraft, however, the company's own data indicates that this technology was successful in identifying aircraft at general aviation airports only 50% of the time.

Mr. Blair explained that the voice recognition software would only be a supplement to the system.

In response to Chairperson Ouwerkerk's inquiry, Mr. Blair advised that Rannoch would be responsible for integrating the system's hardware and software, along with Bruel & Kjaer, and that Mr. Serridge, who lives in the area, would service the account.

Mr. Rikard-Bell wanted to clarify that Lochard has won 71% of contracts by value and 60% of contracts by count over the last 2-3 years; that the company's monitors have been in operation in excess of 12 years; and that they have been certified according to the most stringent standards in the world. He pointed out that the majority of Rannoch's references do not pertain to noise monitoring systems and urged the City to check with San Antonio Airport regarding Rannoch's installed, but not yet accepted, system. He questioned the viability of Rannoch's two-week old partnership with Bruel & Kjaer; explained that during his company's 15 years in the industry, every competitor has either gone out of business, been sold, or formed alliances that have fallen apart; and reported that Rannoch's inoperative system at San Francisco Airport was the result of a failed partnership. He noted that the system proposed by Rannoch tracks the altitude of aircraft only, with no geometric or cartographic location. He also clarified that his company does not charge for software upgrades as they are included in the price of annual maintenance contracts. He submitted letters of reference to rebut claims that his company has a reputation of poor service.

Frank Rizzardi, representing Southwood/Riviera Homeowners Association, stated that a viable noise abatement program is vital to the coexistence of Torrance Airport and residents and provides a valuable tool for pilots to assess the noise impact on neighbors. He commended Sr. Environmental Quality Officer Richards for his briefing and very thorough written report and expressed confidence that the Commission would make the right decision.

John King, resident, contended that more study needs to be done before a decision is made on this issue because many changes have taken place since the noise abatement program was instituted and both of the proposed systems would simply continue the current system, expanding it to include an office at City Hall. He suggested that the program should be operated either from City Hall or the airport, but not both of these places. He noted that helicopters are a major source of noise, however, they are

eliminated from noise monitoring activities because they fly along PCH where there are no sensors.

Nancy Clinton, resident, suggested that Rannoch's proposal merited a second look due to the significant price reduction and asked how transient pilots would be able to reach someone to obtain information about the airport.

Sr. Environmental Quality Officer Richards stated that the details of the system have not been worked out, but phone calls to the airport office will either be forwarded to City Hall when the office is not manned or two phone numbers will be maintained. He explained that employees answering phone lines at City Hall will have other duties; that the City was trying to stretch the allocated staff time to provide assistance at the airport; and that it was an imperfect solution but better than the current situation.

Ms. Clinton suggested the possibility of having a line to City Hall on the select-a-call phone in the pilots lounge.

Commissioner Tymczyszyn took issue with an article in Torrance Airport Association's most recent newsletter, which stated that the City was seeking proposals that would perpetuate a labor-intensive, expensive solution instead of investigating modern automatic technologies. He explained that, to the contrary, both proposals are very modern and automatic and will eliminate 90% of wasted time, thereby freeing staff to interact with pilots. He reported that this article also claimed that current noise abatement policies do not address helicopter traffic, but this is not true as all helicopters are subject to noise monitoring. He noted that Coast Guard helicopters are usually the only ones that exceed noise limits and they are exempt.

Mr. King, author of the article, maintained that the proposed systems are a continuation of the same inefficient system that currently exists, noting that this matter was brought to the Commission after the RFP (Request for Proposal) was issued and the proposals had already been received. He stated that while helicopters are not exempt from noise monitoring, they are able to skirt it because their agreed upon route takes them away from sensors, however, they still impact residents who live in the vicinity.

Chairperson Ouwerkerk, in response to Commissioner Pyles, provided clarification regarding the purpose of the tracking system. He explained that in order to enforce noise limits specified in the Torrance Municipal Code, the City must have noise monitoring equipment and the tracking system is an enhancement, which will help screen out non-aviation related noise, thereby cutting down on staff's workload.

Commissioner Pyles questioned whether the Lochard system would be expandable if the City wants a more sophisticated tracking system in the future. Chairperson Ouwerkerk suggested that any system can be modified, it's just a matter of cost and compatibility.

Commissioner Gates maintained that spending a quarter of a million dollars on noise monitoring equipment was like using a sledgehammer to kill an ant. He provided background information about the history of the noise abatement program, explaining that the decision to install a noise monitoring system was predicated on a study that predicted an increase in airport operations to over 1 million per year if extended out to today. He noted that this increase never materialized and in 1995 the airport

experienced only one-fifth of the air traffic that was projected and that this year, the airport will have only 37% of the operations it had in 1980. He stated that another factor in the decision was the number of complaints about airport noise, however, according to data starting from 1989, complaints doubled during a time period when violations decreased by 90%, so clearly the system has not been effective in reducing complaints.

Mr. Gates reported that he compiled a list of 25 airports and divided them into two categories – those that have a lot of executive jet traffic and commercial operations, and those that do not – and of the 12 that do not, Torrance Airport is the only one that has a noise monitoring system. He noted that City policies preclude the establishment of executive jet centers and commercial operations. He indicated that he had calculated the City's cost per violation at $381, not including the cost of the software maintenance contract, and approximately $1200 per violation taking into account that Torrance-based aircraft account for only about one-quarter of the noise violations. He conceded that tonight was probably not the appropriate time for this discussion, but suggested the fact that the City is no longer providing funding for staff to compile noise reports is an indication that there is no longer a need to spend this kind of money on noise monitoring equipment.

Commissioner Tymczyszyn noted that changing to a system with reduced capability would require City Council and homeowner association involvement. He explained that the Noise Abatement Capital Project Committee was charged with the task of evaluating the two proposals and members focused on finding an optimum system that would have the same capabilities as the current system but with a lower cost to operate. He indicated that he viewed the low number of violations as a good thing and expressed the hope that this trend would continue. He related his observation that executive jet traffic at the airport is increasing, even in the absence of the sale of jet fuel.

Facility Operations Manager Megerdichian suggested that the Commission focus on the topic at hand.

Commissioner Tymczyszyn expressed concerns that the committee had not had an opportunity to evaluate the changes to Rannoch's proposal. Commissioner Gates questioned whether a company is allowed to change its bid during the evaluation process.

Environmental Services Administrator Cessna advised that she had checked with the City's legal staff and it is permissible in this case because the proposal deals with a computer-related service and there is more flexibility for this kind of procurement.

Commissioner Pyles suggested the possibility of delaying action on this item so both companies could provide additional information regarding the exact cost of their proposals, i.e. the cost savings should some of the monitors be eliminated.

Chairperson Ouwerkerk indicated that he was inclined to allow staff to work out the details with regard to the number of monitors.

Commissioner Tymczyszyn stated that he was very comfortable with the Lochard proposal and offered the following motion:

MOTION: Commissioner Tymczyszyn moved to recommend that the City Council approve the proposal submitted by the Lochard Corporation with the following conditions:

- That the cost of the system shall not exceed $256,000.
- That prior to installation of any equipment, a study be conducted by Lochard Corporation to determine the fewest number of monitors necessary given today's technology to operate the system while maintaining the system's effectiveness.

Chairperson Ouwerkerk proposed that the motion be amended to specify that the $256,000 will be for "an enhanced and optimized" system.

Commissioner Tymczyszyn amended his motion as follows:

MOTION: Commissioner Tymczyszyn moved to recommend that the City Council approve the proposal submitted by the Lochard Corporation with the following conditions:

- That the cost shall not exceed $256,000 for an enhanced and optimized system.
- That prior to installation of any equipment, a study be conducted by Lochard Corporation to determine the fewest number of monitors necessary given today's technology to operate the system while maintaining the system's effectiveness.

The motion was seconded by Commissioner Browning and passed as reflected in the following roll call vote:

AYES:	Commissioners Browning, Donnellan, Tymczyszyn and Chairperson Ouwerkerk.
NOES:	Commissioners Dingman and Pyles.
ABSTAIN:	Commissioner Gates.

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