



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 7, 2025

5:00 PM CLOSED SESSION
6:00 PM OPEN SESSION

CITY COUNCIL CHAMBER
350 MAIN STREET, EL SEGUNDO, CA 90245

Chris Pimentel, Mayor
Ryan W. Baldino, Mayor Pro Tem
Drew Boyles, Council Member
Lance Giroux, Council Member
Michelle Keldorf, Council Member

Susan Truax, City Clerk

Executive Team

Darrell George, City Manager
Barbara Voss, Deputy City Manager
Saul Rodriguez, Police Chief
Michael Allen, Community Development Dir.
Paul Silverstein, Interim IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
Paul Chung, CFO/City Treasurer
George Avery, Fire Chief
Rebecca Redyk, HR Director
Elias Sassoon, Public Works Dir.

MISSION STATEMENT:

“Provide a great place to live, work, and visit.”

VISION STATEMENT:

“Be a global innovation leader where big ideas take off while maintaining our unique small-town character.”

The City Council, with certain statutory exceptions, can only act upon properly posted and listed agenda items. Any writings or documents given to a majority of 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, members of 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.

Those wishing to address the City Council are requested to complete and submit to the City Clerk a "Speaker Card" located at the Council Chamber entrance. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you, properly record your name in meeting minutes and to provide contact information for later staff follow-up, if appropriate.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at <https://www.elsegundo.org/government/departments/city-clerk>. Please contact the City Clerk's Office at (310) 524-2308 to make an accommodation request or to obtain a copy of the policy.

5:00 PM CLOSED 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 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 City Council to take action on any item not on the agenda. City Council and/or City Manager will respond to comments after Public Communications is closed.*

SPECIAL ORDERS OF BUSINESS

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOV’T CODE §54956.9(D)(1): -1- MATTER(S))

1. Keith Puckett v. City of El Segundo (Los Angeles Superior Court Case No. 24TRCV02121) (case filed 6/25/24)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Threats to Significant exposure/- to litigation pursuant to (Government Code §54956.9(d)(2) or (d)(3)): -1- matter(s).

6:00 PM – CONVENE OPEN SESSION – CALL TO ORDER / ROLL CALL

INVOCATION – Pastor Javier Buelna, RTLA Church

PLEDGE OF ALLEGIANCE – Council Member Keldorf

SPECIAL PRESENTATIONS

1. National Bullying Prevention Month Proclamation
2. United Against Hate Week Proclamation

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.*

CITY MANAGER FOLLOW-UP COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

Read All Ordinances and Resolutions on the Agenda by Title Only

Recommendation -

Approval

B. CONSENT

3. City Council Meeting Minutes

Recommendation -

1. Approve the Special CCB Interview Minutes and City Council Meeting Minutes of September 16, 2025.
2. Alternatively, discuss and take other action related to this item.

4. Warrant Demand Register for August 25, 2025 through September 7, 2025

Recommendation -

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 5A and 5B: warrant numbers 3057108 through 3057255, and 9003402 through 9003411.
3. Alternatively, discuss and take other action related to this item.

5. Agreement with Tec-Refresh, Inc. to Continue Providing Cybersecurity Support Services for Palo Alto Network Firewalls

Recommendation -

1. Waive the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to Tec-Refresh, Inc. through the National Association of State Procurement Officials (NASPO) Master Agreement.
2. Authorize the City Manager to execute a one-year agreement with Tec-Refresh, Inc. for \$137,396.38 to provide continued cybersecurity protection and network control and access.
3. Alternatively, discuss and take other action related to this item.

6. Agreement with Insight Public Sector, Inc. to Renew Microsoft Software Licenses

Recommendation -

1. Waive the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to Insight Public Sector, Inc. through the County of Riverside Cooperative Purchasing Agreement.
2. Authorize the City Manager to execute a three-year agreement with Insight Public Sector, Inc. to renew Microsoft Software licenses for \$260,921.08 per year, totaling \$782,763.24 over the three years.
3. Alternatively, discuss and take other action related to this item.

7. Construction Contract Award for the Abandoned Reservoir Demolition Project

Recommendation -

1. Authorize the City Manager to execute a standard Public Works Construction Contract with NoHo Constructors in the amount of \$607,785 for the construction of the Abandoned Reservoir Demolition Project, Project No. PW 25-12, and authorize additional funding of \$122,215 for construction-related contingencies.
2. Authorize the City Manager to execute a standard Professional Services Agreement with RTI Consulting, Inc. in the amount of \$50,000 for engineering support services during the project's construction phase.
3. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

D. STAFF PRESENTATIONS

8. Aquatics Business Plan

Recommendation -

1. Approve the Aquatics Business Plan, endorsing 80% cost recovery at the El Segundo Aquatics Center (ESAC) and 62% cost recovery at the Plunge.
2. Alternatively, discuss and take other action related to this item.

9. Resolution Approving Plans and Specifications for the Repair of Fence Posts, Distressed Walls and Court Surfaces at Recreation Park Project No. PW 25-05

Recommendation -

1. Adopt a resolution approving engineering plans and construction specifications for repair of fence posts, distressed walls and court surfaces at Recreation Park. Project No. PW 25-05 to avail the City of immunities pursuant to Government Code § 830.6.
2. Authorize staff to advertise the project for bids.
3. Alternatively, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

10. Appointments to the Senior Citizen Housing Corporation Board and Diversity, Equity, and Inclusion Committee

Recommendation -

1. Announce appointment, if any.
2. Alternatively, discuss and take other action related to this item.

F. REPORTS - CITY CLERK

G. REPORTS - COUNCIL MEMBERS

Council Member Keldorf

Council Member Giroux

Council Member Boyles

Mayor Pro Tem Baldino

Mayor Pimentel

H. REPORTS - CITY ATTORNEY

I. REPORTS/FOLLOW-UP - CITY MANAGER

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)

MEMORIALS

ADJOURNMENT

POSTED:
DATE: October 2, 2025
TIME: 4:30 PM
BY: Susan Truax, City Clerk

P roclamation

City of El Segundo, California



WHEREAS, bullying is the aggressive use of power targeting another person or group of people with repeated, unwanted words or action, hurting them emotionally or physically; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, and online through technology; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and

WHEREAS, thousands of children and adolescents are affected by bullying annually in our community; and

WHEREAS, targets of bullying are at increased risk for depression, anxiety, sleep difficulties, lower academic achievement, and dropping out of school and, students who are repeatedly bullied often fear such activities as riding the bus, going to school, interacting online, and attending community activities; and

WHEREAS, children who bully are at a greater risk of engaging in more serious violent behaviors; and

WHEREAS, children who witness bullying often feel less safe, helpless to stop it, and intimidated.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the month of October, 2025 “**National Bullying Prevention Month**” and encourage schools, students, parents, recreation programs, religious institutions, businesses, and community organizations to be encouraged to engage in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents.

Ryan Baldino
Mayor Pro Tem

Chris Pimentel
Mayor

Drew Boyles
Councilmember

Lance Giroux
Councilmember

Michelle Keldorf
Councilmember

Proclamation

City of El Segundo, California



- WHEREAS,** The United States is a nation of immigrants, whose strength comes from its diversity; and
- WHEREAS,** The constitution enshrines equality on all individuals, regardless of race, gender, orientation, religion, or political views; and
- WHEREAS,** Hate speech is increasingly prevalent and propagates discriminatory views against groups and individuals; and
- WHEREAS,** The City of El Segundo does not condone or tolerate discrimination in any form; and
- WHEREAS,** Deep divisions within our country are the result of extreme ideology, further strengthening a cycle of mistrust and suspicion fueled by fear, anxiety, and insecurity. The number of hate crimes across the United States has increased dramatically; and
- WHEREAS,** The City of El Segundo is dedicated to preventing and opposing hate and intolerance in our community. The City Council presents this proclamation in support of LA vs Hate *United Against Hate Week 2025*, and city activities to stop hate, intolerance and bullying and promote safe, inclusive and equitable neighborhoods; and
- WHEREAS,** Education, compassion, critical thinking, and cooperation are key to unlocking understanding and embracing differences between people.

NOW, THEREFORE, on this 7th day of October, 2025, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim October 19-25 LA vs Hate *United Against Hate Week* and join other communities in California and cities across this country in this fourth annual LA vs Hate *United Against Hate Week 2025* as an important step in bridging divisions while strengthening and healing our communities.

Handwritten signature of Ryan Baldino in blue ink.

Ryan Baldino
Mayor Pro Tem

Handwritten signature of Chris Pimentel in blue ink.

Chris Pimentel
Mayor

Handwritten signature of Drew Boyles in blue ink.

Drew Boyles
Councilmember

Handwritten signature of Lance Giroux in blue ink.

Lance Giroux
Councilmember

Handwritten signature of Michelle Keldorf in blue ink.

Michelle Keldorf
Councilmember

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, SEPTEMBER 16, 2025
4:30 PM

OPEN SESSION – Mayor Pro Tem Baldino called the meeting to order at 4:32 PM

ROLL CALL

Mayor Pimentel	-	4:59 PM
Mayor Pro Tem Baldino	-	Present
Council Member Boyles	-	Present
Council Member Giroux	-	Present
Council Member Keldorf	-	Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5-minute limit per person, 30-minute limit total) None.

SPECIAL ORDER OF BUSINESS:

Mayor Pimentel announced that Council would be meeting in the executive conference room pursuant to the items listed on the agenda.

1. Conduct Diversity, Equity and Inclusion Committee and Senior Housing Corporation Board Interviews

Council conducted interviews and appointed the following new members:

Diversity, Equity and Inclusion Committee:

Kelly Allen
Christina Silva
Demorrio Wright

Senior Housing Corporation Board:

Julia Newman*
Valerie Smith (non-voting, resident member)

*Currently serving on this CCB

Council will announce the appointments at the 6:00 PM, October 7, 2025 regular City Council meeting.

Adjourned at 5:36 PM

Susan Truax, City Clerk

**MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, SEPTEMBER 16, 2025**

CLOSED SESSION – Mayor Pimentel called the meeting to order at 5:37 PM

ROLL CALL

Mayor Pimentel	-	Present
Mayor Pro Tem Baldino	-	Present
Council Member Boyles	-	Present
Council Member Giroux	-	Present
Council Member Keldorf	-	Present

PUBLIC COMMUNICATION – (Related to City Business Only – 5-minute limit per person, 30-minute limit total)

SPECIAL ORDER OF BUSINESS:

Mayor Pimentel announced that Council would be meeting in closed session pursuant to the items listed on the agenda.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

INITIATION OF LITIGATION PURSUANT to (Government Code §54956.9(d)(4)): -9-matter(s).

Adjourned at 5:57 PM

Minutes are prepared and ordered to correspond to the agenda.

OPEN SESSION – Mayor Pimentel called the meeting to order at 6:04 PM

ROLL CALL

Mayor Pimentel	-	Present
Mayor Pro Tem Baldino	-	Present
Council Member Boyles	-	Present
Council Member Giroux	-	Present
Council Member Keldorf	-	Present

INVOCATION – Rabbi Dovid Lisbon - Jewish Community Center

PLEDGE OF ALLEGIANCE – Council Member Giroux

SPECIAL PRESENTATIONS:

1. Breast Cancer Awareness Proclamation read by Council Member Keldorf.

2. Hispanic/Latin Heritage Month Proclamation read by Council Member Giroux and accepted by Sean O'Brien, DEI Committee.

3. International Day of Peace Proclamation read by Council Member Boyles and accepted by ESUSD Superintendent Jason Johnson and School Board Member Frank Glynn, El Segundo Rotary.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5-minute limit per person, 30-minute limit total)

Kelly Stuart, resident, spoke in opposition to lowering to the City's flag by order of the Trump Administration.

Scott Houston, resident and member of the South Bay Community Coalition Against Hate, spoke about activities surrounding the International Day of Peace.

Sean O'Brien, resident, drew attention to the growing community fear surrounding current immigration policies.

MOTION by Council Member Giroux, SECONDED by Mayor Pimentel to read all ordinances and resolutions on the agenda by title only.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

B. CONSENT:

4. Approve City Council Meeting Minutes of September 2, 2025.

(Fiscal Impact: None.)

5. Warrant Demand Register for August 11, 2025 through August 24, 2025:

Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and wire transfers.

Approve Warrant Demand Register numbers 4A, and 4B: warrant numbers 3056901 through 3057107, and 9003396 through 9003401.

(Fiscal Impact: The warrants presented were drawn in payment of demands included within the FY 2025-2026 Adopted Budget. The total of \$6,027,975.67 (\$3,020,705.37 in check warrants and \$3,007,270.30 in wire warrants) are for demands drawn on the FY 2025-2026 Budget.)

6. Agreement Between the City of El Segundo and the Society for the Prevention of Cruelty to Animals Los Angeles for Animal Sheltering Services:

Waive bidding requirements pursuant to El Segundo Municipal Code § 1- 7- 9(A) and authorize the City Manager to execute Agreement No. 7407 with the Society for the Prevention of Cruelty to Animals Los Angeles (SPCALA) in an amount not-to-exceed

\$60,000 for fiscal year 2025-26 to provide animal sheltering services.

(Fiscal Impact: Amount Budgeted: \$40,000

Additional Appropriation: N/A

Account Number(s): 001-400-3108-6206

No additional budget appropriation is needed at this time as the Police Department will use budgetary savings to cover the additional \$20,000. The revised budgetary cost will be included in the proposed FY 2026-27 operating budget.)

7. Second Reading of an Ordinance Amending El Segundo Municipal Code Section 1-6-4 to Update the List of Positions Exempt from the Civil Service System and Section 1-6-5 to Revise the Position Title of One Department Head: Waive the second reading and adopt Ordinance No. 1677 amending El Segundo Municipal Code Section 1-6-4 to update the list of positions exempt from the Civil Service System and Section 1-6-5 to revise the position title of one Department Head.
(Fiscal Impact: None.)

8. Fiscal Year 2025-26 Adopted Budget Adjustment for Fiscal Year 2024-25 Continuing Appropriations: Approve continuing appropriations from FY 2024-25 to FY 2025-26, thereby amending the Fiscal Year 2025-26 Adopted Budget in the Funds and by the amounts contained in Attachment 1.
(Fiscal Impact: Amount Budgeted: \$0
Additional Appropriation: PO Carryover of \$7,139,659.22 from FY 2024-25 to FY 2025-26, and reverse estimated budget carryover of (\$399,350.00)
Account Number(s): Various

Item 9 was pulled by Mayor Pro Tem Baldino

10. Notice of Completion for Emergency Action for the Permanent Repair of the City of El Segundo Wiseburn Aquatics Center Pool Heaters: Approve the notice of completion for the associated emergency remedial actions for the Aquatics Center Pool Heater Replacement Project, Project No. PW 25-04, by Knorr Systems International, LLC. By approving the notice of completion, the City Council will be terminating the emergency actions previously approved under Resolution No. 5519, pursuant to Public Contract Code § 22050(c). Authorize and direct the City Clerk to file a notice of completion in the County Recorder's Office.
(Fiscal Impact: The total project cost was \$639,725.

City Council appropriated \$700,000 to the Capital Improvement Fund at the November 5, 2024 City Council meeting, at the time the emergency action was declared. The Wiseburn Unified School District agreed to reimburse the City half of the construction costs after the competition of the work, up to \$300,000.

The budget is as follows:

Amount Appropriated in FY 2024-25: \$700,000

Additional Appropriation at this time: None

Expense Account Number: 301-400-8202-8463 (General Fund CIP - Aquatics Center Pool Heaters))

11. Resolution Amending Chapter 1A2 of the City’s Administrative Code to Update Specific Unrepresented Classifications in the Management and Confidential Series:

Adopt Resolution No. 5558 approving amendments to Chapter 1A2 of the City’s Administrative Code for the Management and Confidential Series to correct the basic salary range for the Planning Manager; Update the job titles of the Director of Human Resources and Battalion Chief; and designate exemption status under the Fair Labor Standards Act for the Executive Assistant and Senior Executive Assistant.

(Fiscal Impact: There is no fiscal impact to implement the proposed updates to the Administrative Code. However, there will be a fiscal impact resulting from the payment of overtime hours worked by the incumbents in the Executive and Senior Executive Assistant positions. The anticipated fiscal impact can be absorbed in the current FY 2025-26 adopted budget for the City Manager’s Office and Police Department.)

12. Agreement between the City of El Segundo and Chevron Corporation pursuant to California Assembly Bill 1646 reimbursing the City of El Segundo for Associated Costs:

Authorize the City Manager to execute Agreement No.7408 with Chevron Corporation for an estimated amount of \$237,179 for FY 2025-26 to establish a 24/7 community alerting system to notify El Segundo residents, businesses, and visitors of any incidents generated by the Chevron Oil Refinery in El Segundo.

(Fiscal Impact: If the City Council approves this item, the Chevron Corporation will reimburse the City of El Segundo for all costs associated with operating a 24/7 community alerting system and maintaining a mass notification system for the City of El Segundo in the event of a refinery incident per Assembly Bill 1646. The City of El Segundo annual/ongoing fees for FY 25-26 include personnel time for completing administrative AB 1646 tasks during business hours, stand-by personnel time for operating the 24/7 watch center and attending notification system training off hours, ongoing community alert system software costs for the integrated alert and mass notification system (Alert South Bay), and a one-time fee for startup costs associated with purchasing networking and telecommunications equipment needed to operate the Community Alerting System.

Amount Budgeted: Approximately \$237,179

Additional Appropriation: N/A

Account Number(s):

126-400-3205-4115 (Expenditures: Reimbursable Overtime AB 1646 - \$155,797)

126-400-3205-6214 (Expenditures: Administrative Personnel, Alert South Bay, Start-up costs - \$81,382)

126-300-0000-3836 (Revenue: AB 1646 Operations & Maintenance - \$237,179)

AB 1646 FY 25-26 Fee Detail:

24/7 Community Watch Center Personnel Time: \$155,797

Daily Community Alerting System personnel will be the fire chief and one battalion chief.

Monthly billing will reflect eight (8) total hours of daily stand-by time. Four (4) hours fire chief, billed at \$0.00 per hour, and four (4) hours battalion chief, billed at \$127.76 per hour. The fire chief is exempt from overtime. There will be no charge for the fire chief position and there will never be more than one battalion chief on standby for this duty. The billing period is anticipated to start on October 13, 2025, and continue through June 30, 2026. This fee is \$146,719.

In addition, 24/7 watch center costs will include 36 hours of stand-by time for two off-duty battalion chiefs to attend monthly South Bay Alert notification system/incident training, as well as ongoing incident communication fees as needed for continued communications during an incident. This fee is \$9,079.

Administrative Personnel Time: \$12,381

Personnel time billed at the fully burdened rate for administrative tasks completed during business hours that are associated with AB1646. Such tasks include attending refinery meetings, crisis committee meetings, and completing and overseeing monthly billing (see Attachment 1 for number of hours and hourly rates).

Community Alert System - Alert South Bay: \$13,000

Integrated alert and notification system to alert and notify the community surrounding a petroleum refinery, including schools, public facilities, hospitals, transient and special needs populations, and residential care homes in the event of an incident at the refinery, warranting the use of the automatic notification system. Annual fee subject to change. \$13,000 based on the forecasted FY 25-26 cost.

Equipment start-up costs: \$56,000

Networking/Telecommunications equipment. One-time startup cost for FY 25-26. The total fee of \$237,179 will be adjusted by the Los Angeles All Urban Consumer Price Index on July 1st of each year. This is an estimated fee as some incidents may exceed four hours, in which case Chevron will be billed the fully burdened rate for the actual hours worked by the above individuals who provide services during the incident.

13. License Agreement with Girl Scouts of Greater Los Angeles to Continue Utilizing Camp Eucalyptus at No Cost: Authorize the City Manager to execute a nine-month License Agreement No. 7409 with the Girl Scouts of Greater Los Angeles to continue utilizing Camp Eucalyptus at no cost.
(Fiscal Impact: None.)

14. Contract Award for the Replacement of Fire Station #2 HVAC System, Project No. 25-15: Authorize the City Manager to execute a standard Public Works Contract No. 7410 with ACCO Engineering Systems in the amount of \$80,700 for the replacement of the HVAC unit at Fire Station #2, Project No. PW 25-15, and authorize an additional \$30,000 as contingency funds for potential unforeseen issues and costs for bonds.

(Fiscal Impact: Amount Budgeted: \$150,000
Additional Appropriation: None
Account Number: 301-400-8201-8400 (Citywide HVAC CIP account))

Item 15 was pulled by Mayor Pimentel

MOTION by Council Member Boyles, SECONDED by Council Member Keldorf, to approve Consent items 4, 5, 6, 7, 8, 10, 11, 12, 13, and 14.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

PULLED ITEMS:

9. Designation of Voting Delegate and Alternate to the Cal Cities - 2025 Annual Conference & Expo: Designate a voting delegate, and an alternate to the Cal Cities Annual Conference & Expo.
(Fiscal Impact: None.)

Council Discussion

MOTION by Mayor Pro Tem Baldino, SECONDED by Council Member Boyles, to designate Mayor Pimentel to be the delegate and City Manager Darrell George as the alternate delegate to the Cal Cities 2025 Annual Conference and Expo.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

MOTION by Mayor Pimentel, SECONDED by Mayor Pro Tem Baldino to designate a delegate and an alternate delegate to the Cal Cities 2025 Annual Conference and Expo.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

15. Resolution Adopting the City of El Segundo 2025 Local Hazard Mitigation Plan: Adopt Resolution No. 5559 adopting the City of El Segundo 2025 Local Hazard Mitigation Plan.
(Fiscal Impact: None.)

Council Discussion

MOTION by Mayor Pimentel, SECONDED by Mayor Pro Tem Baldino, to adopt the City of El Segundo 2025 Local Hazard Mitigation Plan.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

C. PUBLIC HEARING: None

D. STAFF PRESENTATIONS:

16. Grant Award from Chevron Products Company in the Amount of \$75,000 to Support Economic Development in El Segundo: Authorize the City Manager to accept grant funds in the amount of \$75,000 for Economic Development.

(Fiscal Impact: Amount Budgeted: \$75,000

Additional Appropriation: None

Account Number: 702-300-2401-1281 (Specials Revenues Fund - Economic

Development Expenditures))

Cristina Reveles, Senior Management Analyst, presented the item and introduced Jessica Vinson and Byron Stock from Chevron.

Council Discussion

MOTION by Mayor Pimentel, SECONDED by Council Member Boyles, to accept the Grant Award from Chevron.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

17. Resolutions Amending the City Contributions for CalPERS Medical

Premiums: Adopt resolutions for the following groups amending the City contributions for CalPERS medical premiums consistent with a previously approved Memorandum of Understanding (MOU) and the Affordable Care Act (ACA).

El Segundo City Employees' Association (CEA)

El Segundo Firefighters' Association (ESFA)

El Segundo Police Managers' Association (PMA)

El Segundo Police Support Services Employees Association (PSSEA)

El Segundo Supervisory and Professional Employees' Association (SPEA)

Unrepresented Hourly Employees considered full-time under the ACA.

(Fiscal Impact: Funding for action related to the previously approved MOUs is

incorporated in the adopted FY 2025-26 Operating Budget. The fiscal impact of the medical contribution for Unrepresented Hourly Employees considered full-time under the ACA is dependent upon the number of employees who accept the offer of coverage. The estimated maximum fiscal impact for calendar year 2026 is projected to be approximately \$29,290. Sufficient funding is included in the adopted FY 2025-26 Operating Budget.)

Rebecca Redyk, Human Resources Director, presented the item.

Council Discussion

David King, Assistant City Attorney, read by title only:

RESOLUTION NO. 5560

A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION 003 EL SEGUNDO CITY EMPLOYEES' ASSOCIATION

RESOLUTION NO. 5561

FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION 004 EL SEGUNDO FIREFIGHTERS' ASSOCIATION

RESOLUTION NO. 5562

A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION 005 EL SEGUNDO SUPERVISORY AND PROFESSIONAL EMPLOYEES' ASSOCIATION

RESOLUTION NO. 5563

A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS WITH RESPECT TO A RECOGNIZED EMPLOYEE ORGANIZATION 007 EL SEGUNDO POLICE MANAGERS' ASSOCIATION

RESOLUTION NO. 5564

A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS WITH RESPECT TO A RECOGNIZED EMPLOYEE

ORGANIZATION 008 EL SEGUNDO POLICE SUPPORT SERVICES
EMPLOYEES' ASSOCIATION

RESOLUTION NO. 5565

A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA FIXING THE
EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL
AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES WITH
RESPECT TO 009 UNREPRESENTED HOURLY EMPLOYEE GROUP

**MOTION by Mayor Pro Tem Baldino, SECONDED by Council Member Giroux, to
approve Resolution No's. 5560, 5561, 5562, 5563, 5564, and 5565.**

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

**18. Adoption of Revised Classification Specifications for Positions in the
Administrative Series, Resolution to Establish the Basic Salary Ranges,
Reclassification of Four Incumbents, and Update of the Fair Labor Standards Act
Exemption Designation of the Executive Assistant and Senior Executive
Assistant Classifications:**

Adopt the revised classification specifications for Office Specialist, Administrative Specialist, Senior Administrative Specialist I-II, Executive Assistant, and Senior Executive Assistant. Adopt a resolution establishing the basic salary range for Office Specialist, Administrative Specialist, Senior Administrative Specialist I and II, Executive Assistant, and Senior Executive Assistant. Approve the reclassification of four incumbents to a higher-level position in the Administrative Series. Update the Fair Labor Standards Act (FLSA) designation to non-exempt for the Executive Assistant and Senior Executive Assistant classifications.

(Fiscal Impact: The fiscal impact is approximately \$21,613 for the proposed reclassification of four incumbents in FY 2025-26. This cost can be absorbed within the current budget of the departments with reclassified incumbents. No additional appropriation is required for FY 2025-26.)

Rebecca Redyk, Human Resources Director, presented the item.

Council Discussion

David King, Assistant City Attorney, read by title only:

RESOLUTION NO. 5566

A RESOLUTION ESTABLISHING BASIC SALARY RANGES FOR FULL-TIME JOB
CLASSIFICATIONS

**MOTION by Council Member Keldorf, SECONDED by Council Member Giroux to
approve Resolution No. 5566 establishing basic salary ranges for full-time job**

classifications.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

19. Fiscal Year 2024-25 3rd and 4th Quarters Financial Report: Receive and file the City's fiscal year 2024-25 3rd and 4th quarter financial report.

(Fiscal Impact: There is no fiscal impact associated with this presentation, and no fiscal impact to receive and file this financial report.)

Paul Chung, CFO and City Treasurer, presented the item.

Council Discussion

Council consensus to receive and file the City's fiscal year 2024-25 3rd and 4th quarter financial report.

F. REPORTS – CITY CLERK – Along with the Mayor and Mayor Pro Tem, the Clerk attended a third-grade assembly about City Government at Center Street Elementary School.

G. REPORTS – COUNCIL MEMBERS

Council Member Keldorf – Requested discussion about federal vs. city or school district orders regarding U.S. flag protocol.

Council Member Giroux – No Report

Council Member Boyles –
Attended and reported on the recent South Bay Council of Governments Regional Council meeting.

20. Resolution Supporting USA Surfing's Recertification as the National Governing Body for Olympic Surfing: Adopt a resolution supporting USA Surfing's recertification as the National Governing Body of Olympic surfing.

(Fiscal Impact: None.)

Council Discussion

David King, Assistant City Attorney, read by title only:

RESOLUTION NO. 5567

A RESOLUTION OF THE CITY COUNCIL OF EL SEGUNDO, CALIFORNIA
SUPPORTING USA SURFING'S RECERTIFICATION AS THE NATIONAL
GOVERNING BODY FOR OLYMPIC SURFING

MOTION by Council Member Boyles, SECONDED by Council Member Keldorf, to approve Resolution No. 5567.

MOTION PASSED 5/0

AYES: Pimentel, Baldino, Boyles, Giroux, and Keldorf

NOES: None

ABSTAIN: None

ABSENT: None

Mayor Pro Tem Baldino – No Report

Mayor Pimentel – El Segundo is currently hosting SoCal Deep Tech Week. The Toy Association celebrated the opening of its new Toy Building last week. Met with the Australian Consul General last week regarding its potential participation in the US market. There is a Sanitation meeting next week. Asked the Assistant City Attorney for a status report on the study to explore becoming a Charter City and requested an update on new State legislation after the current term ends.

- I. REPORTS – CITY ATTORNEY – Recognized Council met in closed session this evening and voted 5-0 to authorize the City Manager to approve opting in to a settlement agreement with PHARMA, Purdue Pharma and other pharmaceutical companies related to the opioid crisis.
- J. REPORTS/FOLLOW-UP – CITY MANAGER – Mentioned that approval to advertise for the repairs to the Teen Center and Recreation Park courts will be on the agenda for the next Council meeting. Hyperion Citizens' Forum will be held in mid-October. Reported the AQMD received 69 odor complaints and 2 notices of violation were issued since September 2. Hyperion reports that a plant technician has been sent to get air quality readings within 60 minutes of receiving complaints. Callers can opt to receive a summary call within 24 hours of registering a complaint. Encouraged citizens and people who work in El Segundo to take the Vision 2050 survey, available at ElSegundo.org and open through tomorrow.

MEMORIAL: The meeting was adjourned in memory of Jan Cruikshank, former ESUSD School Board Member and El Segundo City Council Member.

Adjourned at 7:37 PM

Susan Truax, City Clerk



City Council Agenda Statement

Meeting Date: October 7, 2025

Agenda Heading: Consent

Item Number: B.4

TITLE:

Warrant Demand Register for August 25, 2025 through September 7, 2025

RECOMMENDATION:

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 5A and 5B: warrant numbers 3057108 through 3057255, and 9003402 through 9003411.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The warrants presented were drawn in payment of demands included within the FY 2025-2026 Adopted Budget. The total of \$2,804,515.69 (\$1,398,421.48 in check warrants and \$1,406,094.21 in wire warrants) are for demands drawn on the FY 2025-2026 Budget.

BACKGROUND:

California Government Code Section 37208 provides General Law cities flexibility in how budgeted warrants, demands, and payroll are audited and ratified by their legislative body. Pursuant to Section 37208 of the California Government Code, warrants drawn in payments of demands are certified by the City's Chief Financial Officer and City Manager as conforming to the authorized expenditures set forth in the City Council adopted budget need not be audited by the City Council prior to payment, but may be presented to the City Council at the first meeting after delivery.

In government finance, a warrant is a written order to pay that instructs a federal, state, county, or city government treasurer to pay the warrant holder on demand or after a specific date. Such warrants look like checks and clear through the banking system like

Warrant Demand Register

October 7, 2025

Page 2 of 2

checks. Warrants are issued for payroll to individual employees, accounts payable to vendors, to local governments, and to companies or individual taxpayers receiving a refund.

DISCUSSION:

The attached Warrants Listing delineates the warrants that have been paid for the period identified above. The Chief Financial Officer certifies that the listed warrants were drawn in payment of demands conforming to the adopted budget and that these demands are being presented to the City Council at its first meeting after the delivery of the warrants.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy A: Identify opportunities for new revenues, enhancement of existing revenues, and exploration of potential funding options to support programs and projects.

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Wei Cao, CPA, CPFO, Finance Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 5a - summary
2. Register 5b - summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3057108 - 3057189
9003402 - 9003403

DATE OF APPROVAL: AS OF 9/16/25

REGISTER # 5a

003	GENERAL FUND	243,412.51
104	EXPENDABLE TRUST FUND - OTHER	4,500.00
106	TRAFFIC SAFETY FUND	-
108	STATE GAS TAX FUND	-
109	ASSOCIATED RECREATION ACTIVITIES FUND	-
110	ASSET FORFEITURE FUND	-
111	MEASURE "R"	-
112	COMM. DEVEL. BLOCK GRANT	-
114	PROP "A" TRANSPORTATION	-
115	PROP "C" TRANSPORTATION	-
116	AIR QUALITY INVESTMENT PROGRAM	-
117	HOME SOUND INSTALLATION FUND	-
118	HYPERION MITIGATION FUND	63.99
119	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
121	MTA GRANT	-
122	FEMA	-
123	C.O.P.S. FUND	-
124	L.A.W.A. FUND	-
125	PSAF PROPERTY TAX PUBLIC SAFETY	-
126	FEDERAL GRANTS	-
127	STATE GRANT	-
128	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	38.01
129	MEAURE "M"	-
130	SB-1	-
131	CERTIFIED ACCESS SPECIALIST PROGRAM	-
132	AFFORDABLE HOUSING	242.50
202	COUNTY STORM WATER PROGRAM	-
301	MEASURE "B"	-
302	ASSESSMENT DISTRICT #73	-
311	CAPITAL IMPROVEMENT FUND	-
312	INFRASTRUCTURE REPLACEMENT FUND	-
313	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
314	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
315	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
316	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
317	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
318	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
319	DEVELOPER IMPACT FEES - LIBRARY	-
320	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
405	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
501	DEVELOPER IMPACT FEES - PARKLAND	-
502	FACILITIES MAINTENANCE	-
503	WATER UTILITY FUND	4,812.50
504	WASTEWATER FUND	14,181.91
505	GOLF COURSE FUND	-
601	SENIOR HOUSING CITY ATTORNEY	-
602	SOLID WASTE FUND	-
603	EQUIPMENT REPLACEMENT	-
701	LIABILITY INSURANCE	-
702	WORKERS COMP. RESERVE/INSURANCE	-
703	RETIRED EMP. INSURANCE	-
704	EXPENDABLE TRUST FUND - DEVELOPER FEES	300.77
708	EXPENDABLE TRUST FUND - OTHER	-
	EXPENDABLE TRUST FUND - OTHER	5,055.44
	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	272,607.63

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer's office in the
City of El Segundo.

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

[Handwritten Signature]
9/2/25

[Handwritten Signature]
9-2-25

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 9/16/25
REGISTER # 5a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	1,780.76
1201	City Treasurer	1,207.70
1300	City Clerk	49.09
2101	City Manager	181.64
2102	Communications	292.97
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	91.00
2402	Planning	
2405	Human and Health Services	
2500	Administrative Services	22,222.23
2601	Government Buildings	33,732.91
2900	Nondepartmental	28,613.55
6100	Library	10,488.22
		98,660.07
PUBLIC SAFETY		
3100	Police	12,663.38
3200	Fire	56,684.38
2403	Building Safety	375.00
2404	Plng/Bldg Sfty Administration	323.46
		70,046.22
PUBLIC WORKS		
4101	Engineering	243.99
4200	Streets	4,897.84
4300	Wastewater	965.14
4601	Equipment Maintenance	4,677.02
4801	Administration	63.99
		10,847.98
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	17,654.42
5400	CAMPS	18,633.60
		36,288.02
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		56,765.34
TOTAL WARRANTS		272,607.63

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 08/25/25 THROUGH 08/31/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
8/27/2025	Cal Pers	93,264.50	FY2025-2026 Unfunded Acc'd Liab-Police 1st Tier 28
8/27/2025	Cal Pers	79,452.08	FY2025-2026 Unfunded Acc'd Liab-Fire Classic 30168
8/27/2025	Cal Pers	65,115.00	FY2025-2026 Unfunded Acc'd Liab-Misc Classic 27
8/29/2025	IRS	318,768.86	Federal 941 Deposit
8/29/2025	Employment Development	6,051.74	State SDI payment
8/29/2025	Employment Development	77,002.72	State PIT Withholding
8/29/2025	Mission Square	5,562.67	457 payment Vantagepoint
8/29/2025	Mission Square	1,162.51	401(a) payment Vantagepoint
8/29/2025	ExpertPay	1,758.03	EFT Child support payment
08/18/25-08/24/25	Workers Comp Activity	22,031.71	Corvel checks issued/(voided)
08/18/25-08/24/25	Liability Trust - Claims	25,874.34	Claim checks issued/(voided)
08/18/25-08/24/25	Retiree Health Insurance	10,135.73	Health Reimbursement checks issued
		<u>706,179.89</u>	

DATE OF RATIFICATION: 08/29/25

TOTAL PAYMENTS BY WIRE:

706,179.89

Certified as to the accuracy of the wire transfers by:

	<u>8/29/25</u>
Treasurer & Customer Services Manager	Date
	<u>8/2/25</u>
Chief Financial Officer	Date
	<u>9-2-25</u>
City Manager	Date

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3057190 - 3057254
9003404 - 9003411

DATE OF APPROVAL: AS OF 9/19/25

REGISTER # 5b

	GENERAL FUND	286,557.26
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	10,985.10
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	1,750.02
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	935.00
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	801,211.32
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	2,747.25
502	WASTEWATER FUND	6,650.65
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	8,500.00
602	LIABILITY INSURANCE	13.71
603	WORKERS COMP. RESERVE/INSURANCE	22.31
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	318.78
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	6,122.45
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>1,125,813.85</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Chief Financial Officer's office in the City of El Segundo.

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

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

CODES:

NOTES: Replacement check# 3057255

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

For Ratification:

A = Payroll and Employee Benefit checks

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

H = ~~Mand~~written Early Release disbursements and/or adjustments approved by the City Manager.

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

[Handwritten Signature]
9/19/25

[Handwritten Signature]
9/19/25

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 9/16/25
REGISTER # 5b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	261.96
1201	City Treasurer	1,598.96
1300	City Clerk	2,080.65
2101	City Manager	6,644.69
2102	Communications	160.00
2103	El Segundo Media	699.93
2201	City Attorney	3,596.00
2401	Economic Development	4,555.39
2402	Planning	4,592.00
2405	Human and Health Services	
2500	Administrative Services	48,085.68
2601	Government Buildings	35,388.01
2900	Nondepartmental	4,191.52
6100	Library	3,691.81
		115,546.60
PUBLIC SAFETY		
3100	Police	24,193.50
3200	Fire	7,122.07
2403	Building Safety	2,243.73
2404	Plng/Bldg Sfty Administration	1,473.86
		35,033.16
PUBLIC WORKS		
4101	Engineering	3,819.00
4200	Streets	5,934.79
4300	Wastewater	6,806.26
4601	Equipment Maintenance	6,160.22
4801	Administration	3,004.98
		25,725.25
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	83,665.62
5400	CAMPS	30,419.49
		114,085.11
EXPENDITURES		
	CAPITAL IMPROVEMENT	801,211.32
	ALL OTHER ACCOUNTS	34,212.41
	TOTAL WARRANTS	1,125,813.85

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 09/01/25 THROUGH 09/07/25**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
9/4/2025	Cal Pers	32,755.72	misc classic 2nd tier 27
9/4/2025	Cal Pers	52,676.31	safety police classic 1st tier 28
9/4/2025	Cal Pers	31,732.69	safety fire PEPRA New 25020
9/4/2025	Cal Pers	49,681.62	safety police PEPRA New 25021
9/4/2025	Cal Pers	69,779.66	misc PEPRA New 26013
9/4/2025	Cal Pers	56,067.22	safety fire classic 30168
9/4/2025	Cal Pers	18,496.59	safety police classic 30169
9/4/2025	Cal Pers	33,853.93	misc classic 2nd tier 27
9/4/2025	Cal Pers	70,570.14	safety police classic 1st tier 28
9/4/2025	Cal Pers	34,436.29	safety fire PEPRA New 25020
9/4/2025	Cal Pers	49,533.64	safety police PEPRA New 25021
9/4/2025	Cal Pers	68,639.48	misc PEPRA New 26013
9/4/2025	Cal Pers	57,883.05	safety fire classic 30168
9/4/2025	Cal Pers	18,496.59	safety police classic 30169
9/4/2025	Cal Pers	200.00	SSA 218 - Annual Fee, Social Security
9/4/2025	Cal Pers	350.00	GASB 68 Reporting Services Fee
08/25/25-08/31/25	Workers Comp Activity	45,087.92	Corvel checks issued/(voided)
08/25/25-08/31/25	Liability Trust - Claims		Claim checks issued/(voided)
08/25/25-08/31/25	Retiree Health Insurance	9,673.47	Health Reimbursement checks issued
		<u>699,914.32</u>	

DATE OF RATIFICATION: 09/05/25

TOTAL PAYMENTS BY WIRE:

699,914.32

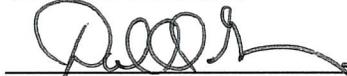
Certified as to the accuracy of the wire transfers by:


 Deputy City Treasurer II 9/5/25

 Date


 Chief Financial Officer 9/8/25

 Date


 City Manager 9-9-25

 Date

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.



City Council Agenda Statement

Meeting Date: October 7, 2025

Agenda Heading: Consent

Item Number: B.5

TITLE:

Agreement with Tec-Refresh, Inc. to Continue Providing Cybersecurity Support Services for Palo Alto Network Firewalls

RECOMMENDATION:

1. Waive the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to Tec-Refresh, Inc. through the National Association of State Procurement Officials (NASPO) Master Agreement.
2. Authorize the City Manager to execute a one-year agreement with Tec-Refresh, Inc. for \$137,396.38 to provide continued cybersecurity protection and network control and access.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2025-26 Budget.

Amount Budgeted: \$137,396.38

Additional Appropriation: No

Account Number: 001-400-2505-6218

BACKGROUND:

On September 6, 2022, City Council approved the purchase of two (2) Palo Alto network firewalls from Tec-Refresh, Inc. for \$178,699.95 using equipment replacement funds. The Palo Alto firewalls – often referred to as “next generation” firewalls – were selected to provide enhanced security, management, and control of the City’s IT network. The Palo Alto firewall provides a line of defense and monitors, controls, and restricts network traffic coming in and out of the City’s network. In addition, the firewalls helps identify and protect user identity by employing protection to block access to known malicious sites. The firewalls also has filtering capabilities to protect against cyber-threats such as phishing emails and malware. All of these features (and others)

Agreement with Tec-Refresh, Inc. to Renew Support

October 7, 2025

Page 2 of 2

keep the City's IT network safe, fast, and reliable.

To keep the City's firewalls operational, it is necessary to renew the subscription and hardware support. The City's current support for the firewalls is set to expire in November 2025.

DISCUSSION:

Tec-Refresh, Inc. has provided a renewal quote that would extend support to November 2026, and has priced the quote based on National Association of State Procurement Officials (NASPO) Master Agreement No. AR2472 (see attachments).

NASPO Master Agreement No. AR2472 is a cooperative agreement and is the result of a competitive bid/request for proposal (RFP) organized by the State of Utah.

Leveraging the state's size, Utah was able to receive very competitive pricing on a menu of hardware and software support. The State of California executed a Participating Addendum (No. 7-17-70-40-05) that allowed California local governments to take advantage of those competitive prices.

Accordingly, staff recommends that City Council waive the bidding procedures pursuant to the El Segundo Municipal Code, Section 1-7-9(C) and authorize the renewal of support for Palo Alto using NASPO Master Agreement No. AR2472.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy B: Seek opportunities to implement the use of innovative technology to improve services, efficiency, and transparency.

PREPARED BY:

Cao Nguyen Le, Administrative Specialist

REVIEWED BY:

Paul Silverstein, Interim IT Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Tec-Refresh, Inc. - Renewal Quote for Palo Alto - 1 YR
2. NASPO Master Agreement No. AR2472



Company Address 100 Bayview Circle, Suite 230
Newport Beach, CA 92660
US

Expiration Date 10/31/2025
Opportunity Owner Stephen Carabajal

Quote # QUO - 2275

Contact Information

Prepared By	Matthew Tammaro	Contact Name	Todd Selby
Title	Sales Operations Admin	Title	IT Manager
Email	matt.tammaro@tec-refresh.com	Email	tselby@elsegundo.org
Phone	(617) 829-9617	Phone	+1 310-524-2300

Address Information

Bill To Name	City of El Segundo	Ship To Name	City of El Segundo
Bill To	350 Main St El Segundo, CA 90245 US	Ship To	350 Main St El Segundo, CA 90245 US

Product Code	Quote Line Item Description	Quantity	Sales Price	Total Price
PAN-PA-3430-ATP-HA2-R	Advanced Threat Prevention subscription for device in an HA pair renewal, PA-3430 Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301002699	1.00	\$13,741.71	\$13,741.71
PAN-PA-3430-ATP-HA2-R	Advanced Threat Prevention subscription for device in an HA pair renewal, PA-3430 Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301003488	1.00	\$13,741.71	\$13,741.71
PAN-PA-3430-AWF-HA2-R	PA-3430, Advanced WildFire subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301002699	1.00	\$13,741.71	\$13,741.71
PAN-PA-3430-AWF-HA2-R	PA-3430, Advanced WildFire subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301003488	1.00	\$13,741.71	\$13,741.71
PAN-PA-3430-ADNS-HA2-R	Advanced DNS Security subscription for device in an HA pair renewal, PA-3430. 1 year Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301002699	1.00	\$13,741.71	\$13,741.71
	Advanced DNS Security subscription for device in an HA pair renewal,			

Terms & Conditions: Net 30

Please remit all purchase orders and invoices to:
Tec-Refresh, Inc.
10 Stevens Street #190
Andover, MA, 01810
United States

PAN-PA-3430-ADNS-HA2-R	PA-3430. 1 year Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301003488	1.00	\$13,741.71	\$13,741.71
PAN-PA-3430-ADVURL-HA2-R	PA-3430, Advanced URL Filtering subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301002699	1.00	\$13,741.71	\$13,741.71
PAN-PA-3430-ADVURL-HA2-R	PA-3430, Advanced URL Filtering subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301003488	1.00	\$13,741.71	\$13,741.71
PAN-SVC-PREMUSG-3430-R	For US Government accounts only. Premium support renewal, PA-3430 Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301002699	1.00	\$13,731.35	\$13,731.35
PAN-SVC-PREMUSG-3430-R	For US Government accounts only. Premium support renewal, PA-3430 Start Date: 11/24/2025 End Date: 11/23/2026 Serial #: 024301003488	1.00	\$13,731.35	\$13,731.35

Totals			
Contract #	Contract Number: 7-17-70-40-05	Subtotal	\$137,396.38
	NASPO Master Contract Number: AR2472	Grand Total	\$137,396.38
	Contract Term: 09/15/17 – 09/15/26		
Vendor Quote #	57842237		
Memo	2025 Palo Alto 3430s Renewal - 1 YR		

Terms & Conditions: Net 30

Please remit all purchase orders and invoices to:
 Tec-Refresh, Inc.
 10 Stevens Street #190
 Andover, MA, 01810
 United States

Tec-Refresh, Inc. – Quotation Terms and Conditions

These Terms and Conditions (“Terms”) govern all quotations issued by Tec-Refresh, Inc. (“Tec-Refresh”), a leading Managed Security Service Provider (MSSP) and Managed Service Provider (MSP). By accepting this quotation, the client (“Client”) acknowledges and agrees to the following:

1. **Quotation Validity.** This quote is valid for 30 days from the date of issuance unless otherwise stated in writing. Pricing, availability, and terms are subject to change after this period.

2. **Scope of Services.** The services, products, and deliverables outlined in this quote are based on information provided by the Client. Any changes to requirements or project scope may result in an updated quotation or as contained in a separate Statement of Work (SOW).

3. **Changes and Revisions.** Any change requests after quotation acceptance may require a revised estimate, project plan, or amended scope of work. No additional work will be performed without mutual agreement in writing.

4. **Pricing and Taxes.** All pricing is in U.S. Dollars (USD) and is exclusive of applicable taxes, shipping, and handling fees unless otherwise noted. Sales and use taxes, where applicable, will be added to the final invoice.

5. **Payment Terms.** Net 30 from the invoice date. Payments are to be remitted according to the instructions provided on the invoice.

6. **Late Payments.** Late payments are subject to a 10% annual finance charge or the maximum allowed by applicable law. In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, Tec-Refresh has the option to treat such failure to pay as a material breach and may stop work on Client’s project until undisputed payment in full is received.

7. **Deposit.** A deposit may be required for certain services, licenses, or hardware.

8. **Delivery and Scheduling.** Service delivery or product shipment timelines are estimates and dependent on vendor lead times, internal resource availability, and timely Client approvals. Delays caused by third parties or the Client may impact the timeline.

9. **Client Responsibilities.** The Client agrees to: designate an individual as its representative, authorized to receive communications from Tec-Refresh, and to make decision of its behalf (“Client Representative”). Client will inform Tec-Refresh when Client changes the Client Representative; Provide timely access to relevant personnel, systems, and information; Participate in project-related meetings and reviews; Respond to change control or escalation matters as needed. Failure to timely meet these responsibilities may delay the project and result in additional charges.

10. **Personnel.** Tec-Refresh will source, assess, engage and select Personnel according to the applicable Project Work Order. Tec-Refresh shall have sole discretion over the personnel used to provide the Services, provided that Tec-Refresh shall consult with Client and ensure that the Personnel are in all cases suitably qualified

11. **Master Services Agreement.** In the event a Master Services Agreement (“MSA”) is entered into between the parties, should there be any conflict between these term and conditions and the terms contained in the MSA, the terms and conditions contained in the MSA shall control.

12. **Warranties and Support.** Hardware and software warranties are provided by their respective manufacturers. EXCEPT AS EXPRESSLY PROVIDED IN THE MSA OR REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES WITH RESPECT TO THE TEC-REFRESH SERVICES, SOFTWARE, PRODUCTS, AND PROGRAMS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW,

CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY TEC-REFRESH OR REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION, AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED, AND DISCLAIMED. TEC-REFRESH MAKES NO WARRANTY THAT THE SERVICES OR DELIVERABLES WILL ACHIEVE ANY PARTICULAR CLIENT GOAL OR OBJECTIVE.

13. **Ongoing Support.** Ongoing support or monitoring services are governed by the terms of a separate Service Level Agreement (SLA), if applicable.

14. **Data Security and Confidentiality.** Tec-Refresh follows industry best practices and NIST-aligned frameworks to protect Client information. Both parties agree to maintain the confidentiality of proprietary information and only use it for the purposes of fulfilling this engagement. Client will select and maintain all appropriate passwords and change as necessary. Client agrees to notify Tec-Refresh promptly if Client has any reason to believe that the security of its data has been compromised. Except as may otherwise be provided in the MSA, Client will be solely responsible for updating and maintaining all firewalls, virus/malware protection software as is necessary to protect Client's property.

15. **Limitation of Liability.** Tec-Refresh shall not be liable for any indirect, incidental, special, or consequential damages. Tec-Refresh's total liability shall not exceed the amount paid by the Client for the specific product or service giving rise to the claim. NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY FORM OF DAMAGE WILL EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY THE CLIENT UNDER THE MSA OR APPLICABLE WORK ORDER IN THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE BREACH.

16. **Termination.** Either party may terminate an agreement by giving at least 10 days prior written notice. Prepaid, unused services may be refundable on a prorated basis at Tec-Refresh's sole discretion.

17. **Governing Law.** This quotation, any related agreements and the provision of services thereunder shall be governed by the laws of the State of California, without regard to conflict of law principles, with venue exclusive to Los Angeles County.

18. **Export Control.** Tec-Refresh shall not: (a) permit any third party to access or use the Services; or (b) export any software, technology, or Work Product provided by Tec-Refresh or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Tec-Refresh shall not permit any third party to access or use the Services or Work Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

19. **Acceptance.** By approving or issuing a purchase order for this quotation, the Client agrees to these Terms and Conditions. A signed agreement or email confirmation constitutes acceptance.



NASPO Master Agreement No. AR2472

Link:

<https://docs.elsegundo.org/WebLink/DocView.aspx?id=1309599&dbid=0&repo=COES>



City Council Agenda Statement

Meeting Date: October 7, 2025

Agenda Heading: Consent

Item Number: B.6

TITLE:

Agreement with Insight Public Sector, Inc. to Renew Microsoft Software Licenses

RECOMMENDATION:

1. Waive the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to Insight Public Sector, Inc. through the County of Riverside Cooperative Purchasing Agreement.
2. Authorize the City Manager to execute a three-year agreement with Insight Public Sector, Inc. to renew Microsoft Software licenses for \$260,921.08 per year, totaling \$782,763.24 over the three years.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The annual license costs will be \$260,921.08 per year, totaling \$782,763.24 over the three-year software license agreement (see Attachment 1). The cost for the first year is included in the FY 2025-26 budget account 001-400-2505-6217. The costs for the subsequent years will be requested in future budgets.

Amount Budgeted: \$260,921.08

Additional Appropriation: None

Account Number: 001-400-2505-6217 (Software Maintenance)

BACKGROUND:

The City of El Segundo uses Microsoft Enterprise software as the foundation for its IT infrastructure, supporting critical operations and functioning of a variety of systems. Microsoft software provides essential functionality for desktop and server operating systems, databases, email services, and numerous business applications across all departments. Microsoft Enterprise software is comprised of Microsoft licensing and

Agreement with Insight Public Sector, Inc. to Renew Microsoft Software Licenses

October 7, 2025

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Microsoft 365.

Microsoft licensing is the foundation of our software environment and is essential for supporting the following systems:

- All City of El Segundo email
- All employee desktops and laptops
- Data Center Servers
- Document Imaging System
- Fire & Police Department Specific Applications
- Police Mobile Data Computers (MDC)
- Geographic Information Systems (GIS)
- Library Catalog & Operations System

Microsoft 365 is a cloud-based Software as a Service (SaaS) solution that comprises both SaaS and on-premises software deployments that enables both cloud and hybrid environments, including the following:

- Microsoft Exchange: Enables the city to send/receive email, and includes all required licenses to deploy and use this technology.
- Microsoft Office: Enables city access to deploy industry-standard productivity tools such as Outlook, Word, Excel, PowerPoint and OneNote.
- Microsoft Server: Provides the city with the required licenses needed to deploy Microsoft Services which run critical business applications.
- Windows 11: Personal computer operating system used by City employees on desktops and laptops.
- OneDrive, Teams, and SharePoint: Key collaboration tools that enable employees to collaborate on documents in the cloud and on-premises, along with video conferencing.

Agreement with Insight Public Sector, Inc. to Renew Microsoft Software Licenses

October 7, 2025

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DISCUSSION:

The City's purchasing ordinance typically requires contracts above \$50,000 per year to undergo a formal bidding process. One exception to the formal bidding process is when a competitive bidding procedure has been used by another government agency, and a contract has been awarded within the past 5 years (ESMC § 1-7-9(C).)

The County of Riverside entered into a Cooperative Purchasing Agreement with Insight Public Sector, Inc. in 2024 (see Attachment 2). This cooperative purchasing agreement will allow the use of preexisting contracts which have been created through a previous solicitation process. These agreements allow for the most competitive pricing and an expedited purchasing process. For this reason, staff is requesting the City Council waive the formal bidding requirements pursuant to ESMC § 1-7-9(C) and award this contract to Insight.

The execution of this contract will continue to enable business across all city departments through continued access to Microsoft server and desktop applications. Staff requests City Council to authorize the City Manager to execute a three-year agreement with Insight Public Sector, Inc. to renew Microsoft Enterprise software licenses. The total cost over three years will be \$782,763.24.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy B: Seek opportunities to implement the use of innovative technology to improve services, efficiency, and transparency.

PREPARED BY:

Paul Silverstein, Interim IT Director

REVIEWED BY:

Paul Silverstein, Interim IT Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Attachment 1 - Insight Public Sector, Inc. Quote for Microsoft Renewal (2026-2029)
2. Attachment 2 - Agreement Between the County of Riverside and Insight Public Sector, Inc.



Attachment 1

City of El Segundo

Quotation: 0725-City of El Segundo-V4-MSEA-DSG
Date: September 2, 2025
Enrollment: 47703291
Contract: ITARC-00930

Insight Team
Cathy Chapman
(503) 320-0860

<http://www.insight.com/azureterms>

Customer understands and acknowledges that it is obtaining the software Products directly from Microsoft Corporation and that Insight provides no warranty to Customer covering the Products purchased hereunder. All warranties relating to such Products are granted solely by Microsoft Corporation.



City of El Segundo

Budgetary Quote

Quotation: 0725-City of El Segundo-V4-MSEA-DSG
Date: September 2, 2025
Enrollment: 47703291
Contract: ITARC-00930

Subscription Start Date: **2/1/2026**
 Subscription End Date: **1/31/2029**

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Unit Price	Extended Price
Enterprise Products												
KV3-00353	Win Enterprise Device ALng SA Platform	Enterprise 6	Enterprise	D	1 Year(s)	Added at Signing	Systems	Software Assurance	Win Enterpri	100	\$ 46.52	\$ 4,652.00
Additional Products												
395-02504	Exchange Server Ent ALng SA	Enterprise 6	Additional Pr	D	1 Year(s)	Added at Signing	Servers	Software Assurance	Exchange Se	1	\$ 805.37	\$ 805.37
076-01912	Project Standard ALng SA	Enterprise 6	Additional Pr	D	1 Year(s)	Added at Signing	Applications	Software Assurance	Project Stan	13	\$ 128.82	\$ 1,674.66
7N0-00292	SQL Server Standard Core ALng SA 2L	Enterprise 6	Additional Pr	D	1 Year(s)	Added at Signing	Servers	Software Assurance	SQL Server	10	\$ 648.11	\$ 6,481.10
D86-01253	Visio Standard ALng SA	Enterprise 6	Additional Pr	D	1 Year(s)	Added at Signing	Applications	Software Assurance	Visio Standa	20	\$ 56.78	\$ 1,135.60
9EA-00278	Win Server DC Core ALng SA 2L	Enterprise 6	Additional Pr	D	1 Year(s)	Added at Signing	Servers	Software Assurance	Win Server	60	\$ 139.19	\$ 8,351.40
Annual Subtotal:											\$	23,100.13

Year One: 12 Months

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price
Enterprise Products												
AAA-12417	CCAL Bridge 0365 FSA Renewal Sub Platform Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-Volur	Core CAL Bri	360	\$16.12	\$ 5,803.20
AAA-12415	CCAL Bridge 0365 Sub Platform Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-Volur	Core CAL Bri	290	\$19.29	\$ 5,594.10
AAAD-32904	EMS G3 CAO GCC ALng Sub Add-on User CCAL	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-Volur	EMS G3 CAC	650	\$63.86	\$ 41,509.00
AAA-11894	0365 G3 GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-Volur	0365 G3 GC	650	\$247.13	\$ 160,634.50
4ZF-00033	Win VDA Device ALng Sub Platform Per Device	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Systems	Monthly Subscriptions-Volur	Win VDA De	230	\$99.02	\$ 22,774.60
Additional Products												
AAA-35418	Azure Monetary Commitment Provision	Enterprise 6	Additional Pr	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-Volur	Azure Monet	1	\$0.00	\$ -
DDJ-00001	Power BI Pro GCC Sub Per User	Enterprise 6	Additional Pr	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-Volur	Power BI Pro	15	\$100.37	\$ 1,505.55
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Enterprise 6	Additional Pr	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-Volur	Teams AC w	650	\$0.00	\$ -
12 Month Subtotal:											\$	237,820.95
Year 1 w/Monthly Subs Total											\$	260,921.08
Year 2 w/Monthly Subs Total											\$	260,921.08
Year 3 w/Monthly Subs Total											\$	260,921.08
Grand Total:											\$	782,763.24

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00930
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
COUNTY OF RIVERSIDE
And
INSIGHT PUBLIC SECTOR, INC.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Insight Public Sector, Inc., an Illinois corporation authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

- 1. All Terms and Conditions of this Agreement No. ITARC-00930 shall govern purchase of Microsoft products and services under Microsoft EA no. 8084445 by County through the LSP.

2. **Period of Performance:**

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. **Compensation**

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

- 4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.
- 4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5. Termination:

- 5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.
- 5.2 County may, upon five (5) days written notice terminate this Agreement for LSP default, if LSP refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.
- 5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY

Riverside County Information Technology
 Attn: Procurement Contract Specialist
 3450 14th Street
 Riverside, CA 92501

LSP

Insight Public Sector, Inc.
 Attn: Brittany Dunaway
 2701 E. Insight Way
 Chandler, AZ 85286
 SLEDContracts@insight.com

8. Insurance

Without limiting or diminishing the LSP’S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers’ Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers’ Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’ Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP’S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy’s limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of

the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the

covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
- 7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.

Exhibit B: LSP Reporting of Active Enrollments.

Exhibit C: Microsoft LSP Participation Form.

Exhibit D: Microsoft EA Benefits for Government Agencies.

Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.

E2) Microsoft Select Plus Agreement No. 7756479.

E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)

E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

9.6 If the signatory or entity is a corporation, the signatures of two corporate officers (the

president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president and secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation, is required. The corporate resolution must authorize the signatory to sign agreements on behalf of the corporation.

If the entity is a limited liability company (LLC), the signatory is authorized signer as set forth in LLCs operating agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

INSIGHT PUBLIC SECTOR, INC., an Illinois corporation authorized to conduct business in the State of California.

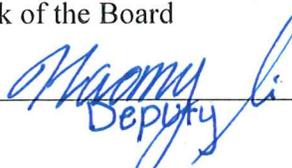
By: 
Chuck Washington
Chair of the Board of Supervisors

By: Scott Friedlander
Scott Friedlander (Jul 8, 2024 16:21 EDT)
Name: Scott Friedlander
Title: President

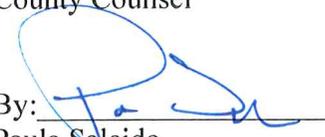
Dated: 9/10/2024

Dated: Jul 8, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy Clerk

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Paula Salcido
Deputy County Counsel

Dated: 7/9/2024



INSIGHT PUBLIC SECTOR, INC.
an Illinois corporation

Consent in Lieu of Special Meeting of the Board of Directors

Pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983

The undersigned, being all of the directors of **INSIGHT PUBLIC SECTOR, INC.**, an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, do hereby consent to the adoption of, and do hereby adopt, the following resolutions, effective as of January 1, 2023, and declare them to be in full force and effect as if adopted at a regular scheduled meeting of the Board of Directors of the Corporation:

RESOLVED that the following persons are hereby elected to the following offices of the Corporation with such powers and duties as provided in the Articles of Incorporation and Bylaws of the Corporation, until the next annual meeting of the Board of Directors or until his or her successor(s) are duly qualified and elected:

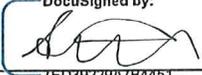
Officer	Title
Scott Friedlander	President
Virginia Adams	Treasurer
Sharon Ennis	Secretary
Lisanne Steinheiser	Global Compliance Officer

RESOLVED that all business transacted by the Corporation, and all acts of the directors and officers of the Corporation with regard to the transaction of such business by the Corporation since the organization of the Corporation, are hereby ratified, approved, and confirmed.

This consent shall have the same force and effect as the unanimous vote of all the directors of the Corporation at a meeting duly called, convened, and held in accordance with the Articles of Incorporation and Bylaws of the Corporation.

In witness whereof, the undersigned have executed this written consent effective as of January 1, 2023.

DIRECTORS

DocuSigned by:

 /E339229A7B4451...
 Scott Friedlander

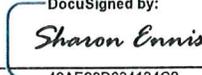
DocuSigned by:

 42AE20D634134C2...
 Sharon Ennis

Exhibit A

Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.
2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.
3. The LSP agrees to extend the same pricing, terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.
4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.
5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.
6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.
7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).
9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.
11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.
12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.
14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.
15. For any new enrollments entered into starting November 1, 2024, the LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Existing enrollments entered into prior to October 31, 2024 will be charged a 0.5% administrative fee. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.
16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.
17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.
19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.
20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.
21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.
22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.
23. Administrative fee checks shall be submitted to:
Riverside County Information Technology
Attn: Accounts Receivable
3450 14th Street, 4th Floor
Riverside, CA 92501

Pricing:

1. Microsoft Enterprise License Subscription and services

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	1.75
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	1.75
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	1.75
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	1.75
All products for Select Plus Agreement No.7756479.		2.00
Microsoft Unified Support Services		2.50
Microsoft Consulting Services		2.50
Microsoft Incident Response		2.50

2. License Support Provider (LSP) Solution Area Specific Capability:

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	500+	All sizes including public sector agencies	Yes
Number of successful customer production SharePoint deployments/migrations?	500+	All sizes including public sector agencies	Yes
Number of successful customer production Teams deployments/migrations?	100+	All sizes including public sector agencies	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	100+	All sizes including public sector agencies	Yes
Number of people with specialized expertise on technologies listed above	1000+	All sizes including public sector agencies	Yes

3. License Support Provider (LSP) service rates:

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	\$150-\$275
Build Intelligent Agents	Yes	\$150-\$275
Machine Learning	Yes	\$150-\$275
Internet of Things	Yes	\$150-\$275
Globally distributed data	Yes	\$150-\$275
OSS Databases	Yes	\$150-\$275
Cloud Scale Analytics	Yes	\$150-\$275
Data Platform Modernization to Azure	Yes	\$150-\$275
Windows Server on Azure	Yes	\$150-\$275
Security & Management	Yes	\$150-\$275
Datacenter Migration	Yes	\$150-\$275
Modern Business Intelligence	Yes	\$150-\$275
Copilot	Yes	\$150-\$275
Biz Apps		
Customer Service	Yes	\$150-\$275
Field Service	Yes	\$150-\$275
Marketing	No	NA
Talent	No	NA
Finance and Operations	Yes	\$150-\$275
Business Central	Yes	\$150-\$275
Power Apps	Yes	\$150-\$275
Power BI	Yes	\$150-\$275
Apps and Infrastructure		
Azure Stack	Yes	\$150-\$275
High Performance Compute	No	NA
Cloud Native Apps using Serverless	Yes	\$150-\$275
Modernize Apps	Yes	\$150-\$275
SAP on Azure	No	NA
Linux on Azure	Yes	\$150-\$275
Dev Ops	Yes	\$150-\$275
Business Continuity & Disaster Recovery	Yes	\$150-\$275
Windows Server on Azure	Yes	\$150-\$275
Security & Management	Yes	\$150-\$275
Datacenter Migration	Yes	\$150-\$275
Modern Workplace		
User Adoption & Change Management	Yes	\$150-\$275
Security	Yes	\$150-\$275
GDPR & Compliance	Yes	\$150-\$275
Teamwork	Yes	\$150-\$275
Calling & Meetings	Yes	\$150-\$275
Modern Desktop	Yes	\$150-\$275
Office 365 Migration Assistance	Yes	\$150-\$275
Mail	Yes	\$150-\$275
Teams	Yes	\$150-\$275
SharePoint	Yes	\$150-\$275
OneDrive	Yes	\$150-\$275

Exhibit B

**LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445**

LSP Name	<i>Company name</i>							
RIVCO Contract ID	TBD							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C MICROSOFT LSP PARTICIPATION FORM

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer



MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form (RFQ # ITARC-00532 Attachment 2)

<p>Complete this form and return to:</p> <p>Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org</p>	<p>Payment should be made to: Riverside County Information Technology 345D 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Company Name: Insight Public Sector, Inc.

Name: Scott Friedlander Title: SVP Public Sector

Address: 2701 E. Insight Way

City: Chandler Zip Code: 85266 Telephone #: 301-233-2392

Fax #: _____ Email: Scott.Friedlander@insight.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Scott Friedlander
Scott Friedlander May 2, 2024 12:37 EDT
Signature

Scott Friedlander
Printed Name

5/2/2024
Date

IPS SVP
Title

Riverside County Innovation Center • 345D Fourteenth St, Riverside, California 92501-1589 • Phone: 951-955-1700 • <http://www.riversidecountyit.org>

Signature: Scott Friedlander
Scott Friedlander May 2, 2024 12:37 EDT

Email: scott.friedlander@insight.com

Exhibit D

Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of [Office 365](#), [Microsoft Intune](#), [Azure AD Premium](#) and Azure [RMS](#). Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.
- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software

Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- **Spread Payments:** Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- **Step-Up Licensing:** Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

More information about the Software Assurance by products as listed above can be found at:

<https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True>

Exhibit E
Microsoft Enterprise Agreements and Amendments

- E1) Microsoft Enterprise Agreement No. 8084445.
- E2) Microsoft Select Plus Agreement No. 7756479.
- E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
- E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

2.Insight Public Sector Inc.- LSP Agreement no. ITARC-930-FINAL

Final Audit Report

2024-07-08

Created:	2024-07-08
By:	Penny Musser (Penny.Musser@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAHeMbvMzZrepnbpXmYGjzjdGJ_gwM8ZQ

"2.Insight Public Sector Inc.- LSP Agreement no. ITARC-930-FINAL" History

-  Document created by Penny Musser (Penny.Musser@insight.com)
2024-07-08 - 4:36:50 PM GMT- IP address: 20.94.5.128
-  Document emailed to scott.friedlander@insight.com for signature
2024-07-08 - 4:38:04 PM GMT
-  Email viewed by scott.friedlander@insight.com
2024-07-08 - 8:20:35 PM GMT- IP address: 108.51.31.121
-  Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2024-07-08 - 8:21:07 PM GMT- IP address: 108.51.31.121
-  Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
Signature Date: 2024-07-08 - 8:21:09 PM GMT - Time Source: server- IP address: 108.51.31.121
-  Agreement completed.
2024-07-08 - 8:21:09 PM GMT

Program Signature Form

MBA/MBSA number		004-kayleed-S-04
Agreement number	8084445	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature* <i>[Signature]</i>
Printed First and Last Name* Richard R. Hai
Printed Title* Sr. Procurement Contract Specialist
Signature Date* 08/22/2019
Tax ID

* indicates required field

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 8/22/19
 SUSANNA N. OH DATE

Amendment to Contract Documents

Agreement Number

8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement
Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
 - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:



Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. **Term and termination.**

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Program Signature Form

MBA/MBSA number		Proposal ID
Agreement number		

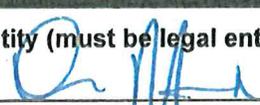
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature* 	FORM APPROVED COUNTY COUNSEL BY:  NEAL R. KIPNIS DATE: 11/17/13
Printed First and Last Name* Ines Mark	
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	

* indicates required field

Prepared By: Name of Preparer
Email of Preparer

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

“Affiliate” means

a. with regard to Customer

- (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
- (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

- a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*
- b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.
- c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

- a. **General.** At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.
- b. **Use by Affiliates.** A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

- b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. **How to order Product Licenses.**

- a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

- b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at <http://www.microsoft.com/licensing/contracts> identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

- c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at <https://www.microsoft.com/licensing/servicecenter/> or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

- d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one of its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. Internal Reassignment of Licenses and Software Assurance.

(i) **For Products other than the desktop operating system upgrade.** For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems.** The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. Term and termination.

- a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.
- b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

11. **Restrictions on use.**

Registered Affiliate must not:

- a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
- b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or
- c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. **Confidentiality.**

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

- a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.
- b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:
 - (i) is, or becomes, publicly available without a breach of this agreement;
 - (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
 - (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
 - (iv) is independently developed; or
 - (v) is a comment or suggestion one party volunteers about the other's business, products or services.
- c. **Treatment of Confidential Information.**
 - (i) **In general.** Subject to the other terms of this agreement, each party agrees:
 - 1) it will not disclose the other's Confidential Information to third parties; and
 - 2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

- (ii) Products other than Online Services is one year from the date Customer first uses the Product; and
- c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:
 - (i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
 - (ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
 - (iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
 - (iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and
 - (v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.
- d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:
 - (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;
 - (ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. *Defense of infringement, misappropriation, and third party claims.*

- a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.
- b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:
 - (i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;
 - (ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;
 - (iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

\$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

- (i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
 - (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
 - (iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;
 - (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
 - (v) violation by either party of the other party's intellectual property rights.
- b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**
- c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

- a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.
- b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.
- c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

- f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.
- g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.
- h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.
- i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.
- j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.
- m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

Microsoft Licensing, GP Document Summary Form

** This is for informational purposes only **

MSE#:

3-0000003183189

(MSLI
Tracking
Number)

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Country: **United States**

Account Manager Name / Alias:

LAR/LAD/ESA:

Dell Inc.



Program/Versio

SLP SLG 2012

(MSLI Scanning Code)

ACCOUNT: County of Riverside

4

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **7756479**

Agreement Number: **7657738**

Purchase Order Number:

Comments:

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature _____ <i>Anthony Dulaney</i>	 Microsoft Licensing, GP JUL 23 2013 Anthony Dulaney Duly Authorized on behalf of Microsoft Licensing, GP
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date) <i>7/1/2013</i>	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Program Signature Form

MBA/MBSA number		RIVCO-8084445-M-AMD2
Agreement number	8084445	

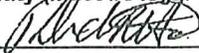
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
<Choose Enrollment/Registration>	
Amendment to Contract Documents	CTM-FWK-CTC-AGR (8084445)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature* 
Printed First and Last Name* RICHARD R. HAI
Printed Title SR. PROCUREMENT CONTRACT SPECIALIST
Signature Date* 01/30/2020
Tax ID

* Indicates required field

FORM APPROVED COUNTY COUNSEL
 BY:  SUSANNA N. OH
 DATE 1/30/2020

Amendment to Contract Documents

Agreement Number

8084445

RIVCO-8084445-M-AMD2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Microsoft Services Amendment to the Enterprise Enrollment Federal, State and Local Government & Public Educational Institutions

Enrolled Affiliate is ordering Professional Services described in the attached Statement of Services (SOS) in connection with the Products licensed by Enrolled Affiliate under the Enrollment. The parties agree that the Enrollment is amended to add the following terms that shall apply to the services described in the SOS.

Terms and Conditions

1. Definitions. All terms defined in the Agreement and the Enrollment shall apply to this Amendment unless otherwise stated. Additional terms are defined as follows:

"Customer" means the legal entity that has entered into the Agreement;

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft by, or on behalf of, Customer and its Affiliates in connection with Professional Services;

"day" means a calendar day, except references that specify "business day";

"Fix" or "Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Customer when performing Professional Services to address a specific issue (including, but not limited to, workarounds, patches, bug fixes, beta fixes and beta builds);

"Microsoft" means the Microsoft Affiliate that has entered into the Agreement and its Affiliates, as appropriate;

"Pre-Existing Work" means any computer code or materials developed or otherwise obtained independently of the efforts of a party under a Statement of Services;

"Professional Services" means all Product support services and Microsoft consulting services or advice provided to Customer under this Amendment. "Professional Services" does not include Online Services;

"Service Deliverables" means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of the Professional Services;

"Statement of Services" means any work orders, services descriptions, or other description of Professional Services that incorporates this Amendment;

f. **Reservation of Rights.** Products, Fixes, and Service Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel.

g. **Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.

4. Confidentiality. Subject to the requirements of Customer's public records and trade secret laws (if any):

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, and the terms of this Amendment. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of any Statement of Services.

Confidential Information does not include information that (a) becomes publicly available without a breach of this Amendment, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors, and consultants (collectively "Representatives") and then only on a need-to-know basis, under non-disclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its representatives who have had access to Confidential Information. Each party agrees that use of information in representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Amendment or Trade Secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for a period of five years after the confidential information is received.

5. Compliance with applicable laws, privacy and security.

a. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Amendment. Customer will obtain all required consents from third parties (including Customer's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected through Professional Services (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and processing of personal data from the European Economic Area and Switzerland.

c. **U.S. Export.** Microsoft Products, Fixes and Services Deliverables are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft Products, services, and technologies.

6. Warranties.

to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

9. Term and termination. This Amendment will remain in effect until terminated.

Either party may terminate this Amendment at any time without cause by giving the other party at least 60 calendar days prior written notice. Terminating this Amendment will not affect any existing Statements of Services but will terminate the ability of the parties to enter into subsequent Statements of Services.

Customer may terminate a Statement of Services upon 30 days' notice. Either party to the Statement of Services may terminate it if the other party is in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach. Microsoft may terminate a Statement of Services if Customer fails to pay any invoice that is more than 60 days outstanding. Customer agrees to pay all fees for Professional Services performed and expenses incurred prior to termination and any additional amounts that may be specified in a Statement of Services. Upon Microsoft's receipt of payment for the Professional Services, Customer's interests in the Services Deliverables will vest.

10. Miscellaneous.

- a. Notices.** Notices must be sent to the address on the signature page of this Amendment or on an applicable Statement of Services. All notices, authorizations, and requests given or made in connection with this Amendment must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Customer about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by the Customer. Emails will be treated as delivered on the transmission date.
- b. Applicable law; dispute resolution.** This Amendment together with the applicable Statement of Services will be governed by the laws set forth in the Agreement.
- c. Severability.** If any provision of this Amendment is held to be unenforceable, the balance of the Amendment will remain in full force and effect.
- d. Waiver.** Failure to enforce any provision of this Amendment will not constitute a waiver. Any waiver must be made in writing and signed by an authorized representative of the waiving party.
- e. Survival.** All provisions survive termination or expiration of this Amendment, except those requiring performance only during the term of a Statement of Services.
- f. Microsoft as independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- g. Use of contractors.** Microsoft may use contractors to perform Professional Services but will be responsible for their performance subject to the terms of this Amendment.
- h. Insurance while performing Professional Services on Customer's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this Amendment via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.
- i. Amendments.** Any modification to this Amendment must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights in accordance with the terms of the Agreement. Any additional or conflicting terms and conditions contained in Customer's purchase order are expressly rejected and will not apply.
- j. No transfer of ownership.** Microsoft does not transfer ownership rights in any Product. The Products are protected by copyright and other intellectual property rights, laws and international treaties.



City Council Agenda Statement

Meeting Date: October 7, 2025

Agenda Heading: Consent

Item Number: B.7

TITLE:

Construction Contract Award for the Abandoned Reservoir Demolition Project

RECOMMENDATION:

1. Authorize the City Manager to execute a standard Public Works Construction Contract with NoHo Constructors in the amount of \$607,785 for the construction of the Abandoned Reservoir Demolition Project, Project No. PW 25-12, and authorize additional funding of \$122,215 for construction-related contingencies.
2. Authorize the City Manager to execute a standard Professional Services Agreement with RTI Consulting, Inc. in the amount of \$50,000 for engineering support services during the project's construction phase.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total budget for construction and professional support services is \$780,000.

- \$730,000: Construction, including contingencies.
- \$50,000: Engineering Support

At this time, no additional budget appropriation is needed at this time. The budget amount is:

Amount Budgeted in FY 2025-26: \$780,000

Additional Appropriation: None

Account Number(s): 501-400-7103-8381 (Water Fund)

BACKGROUND:

On July 1, 2025, the City Council adopted the plans and specifications for this project

Construction Contract Award for the Abandoned Reservoir Demolition Project

October 7, 2025

Page 2 of 3

and authorized staff to advertise this project for construction. The project will demolish the remains of the abandoned 1.75 million-gallon water reservoir bordering the City Water Yard to the north and Hilltop Park to the east and south, cap existing utilities, and level the remaining soil to join with the adjacent Hilltop Park.

DISCUSSION:

On August 6, 2025, the City Clerk received and opened seven bids as follows:

1. James McMinn, Inc. (Riverside, CA)	\$596,248
2. NoHo Constructors (Studio City, CA)	\$607,785
3. Resource Environmental, Inc. (Cerritos, CA)	\$615,000
4. CERCO Engineering (Thousand Oaks, CA)	\$638,500
5. Silverado Contractors, Inc. (Emeryville, CA)	\$797,240
6. Integrated Demolition and Remediation, Inc. (Anaheim, CA)	\$993,000
7. Bosco Constructors, Inc. (Chatsworth, CA)	\$996,993

The lowest bidder is James McMinn, Inc. However, after reviewing the submitted bid documents by James McMinn, Inc., City staff and the City Attorney's office determined that the company's bid was missing the required Bid Addendum #1 form, which included pertinent design information related to the project scope. The Bid Addendum #1 form clearly states that "failure to provide such acknowledgment shall render the bid as nonresponse and subject to rejection."

Due to this finding, City staff checked the bid documents, references, and license status of the next lowest responsive and responsible bidder, NoHo Constructors. Staff found they provided all required bid documents, their contractor's license in good standing, and the performance of their work to be satisfactory. NoHo Constructors has successfully completed similar projects for other public agencies. Accordingly, staff found NoHo Constructors to be the lowest responsible bidder per public works contract bidding requirements under state law.

As part of a large construction project, there is a need for construction management services during the construction phase. RTI Consulting, Inc. has provided engineering support services for similar City projects over the past several years. Staff have found them to be competent and professional, and their rates appropriate for the services to be provided.

With the Council's authorization, construction is anticipated to commence in January 2026 and is scheduled to be substantially completed by May 2026.

Plans and specifications are in development for a follow-up project to install green turf and an irrigation system within the demolished reservoir area. Staff plans to return to City Council by December 2025 for plan adoption and authorization to commence the

Construction Contract Award for the Abandoned Reservoir Demolition Project

October 7, 2025

Page 3 of 3

bidding process. Construction of this follow-up project is anticipated to begin in June 2026 upon completion of the Abandoned Reservoir Demolition project.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.

PREPARED BY:

Elias Sassoon, Public Works Director

REVIEWED BY:

Elias Sassoon, Public Works Director

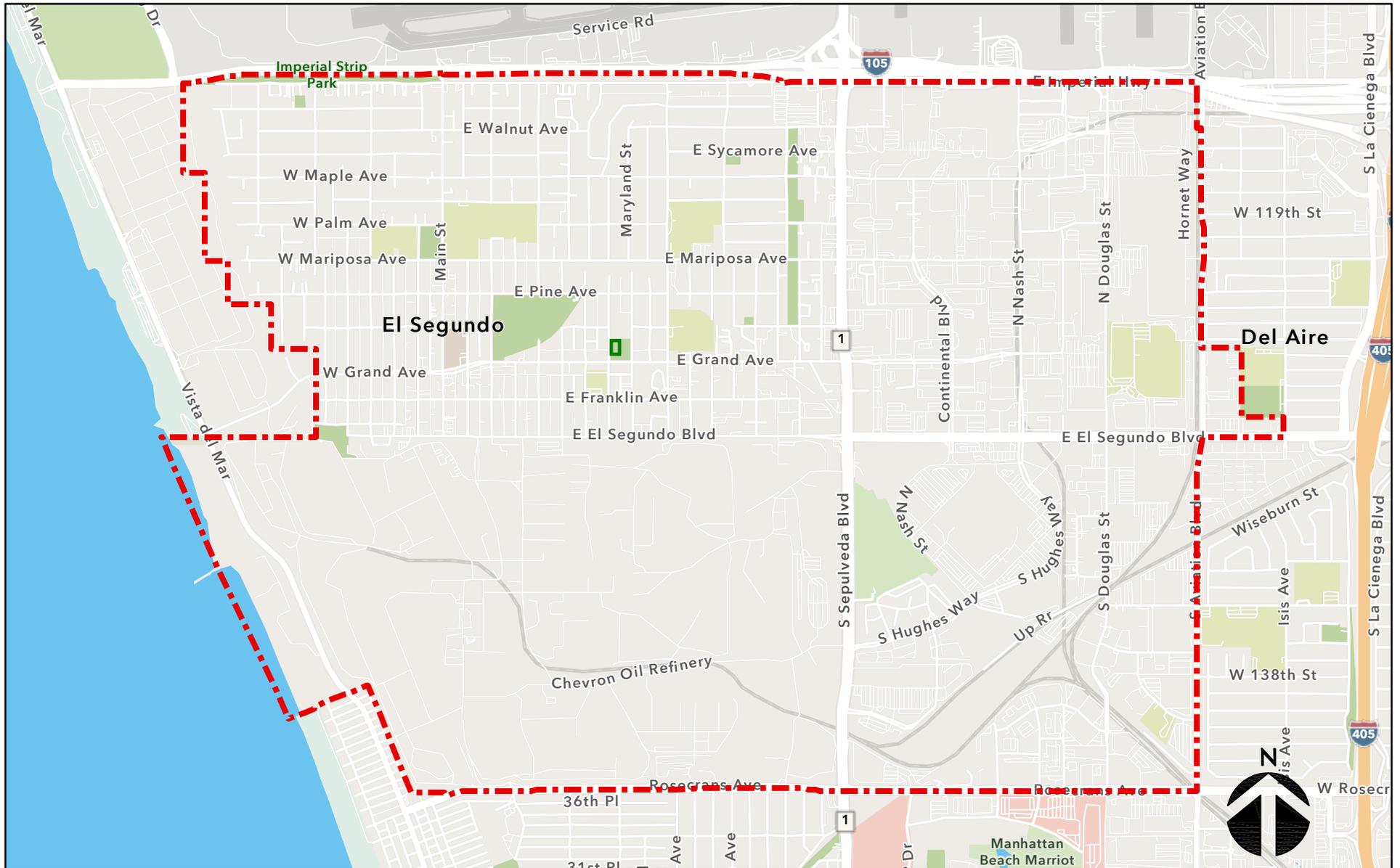
APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

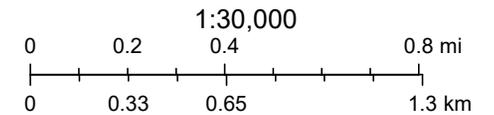
1. PW 25-12 Vicinity Map
2. PW 25-12 Location Map

Vicinity Map - PW 25-12 Abandoned Reservoir Demolition Project



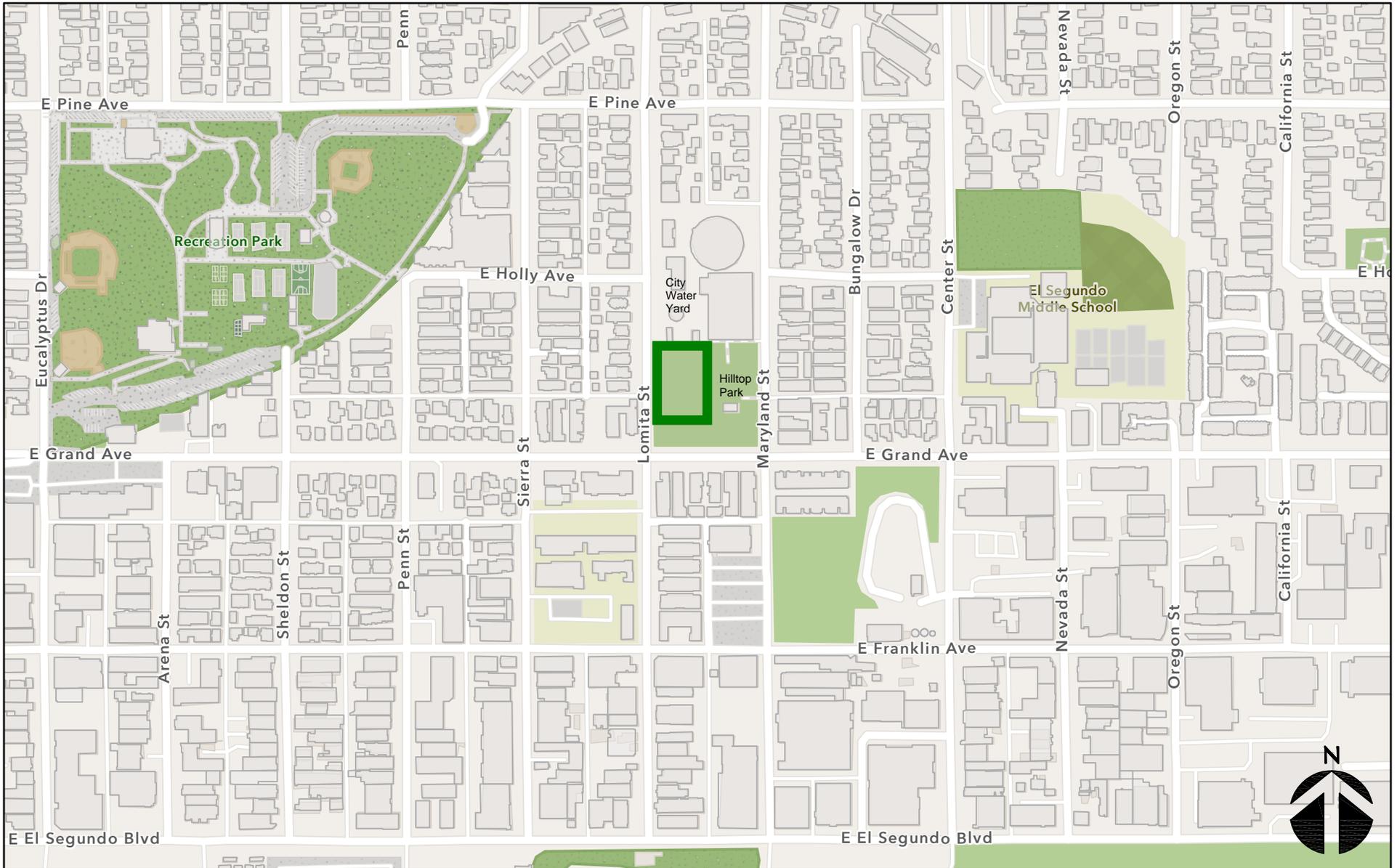
6/17/2025

 COES City Boundary

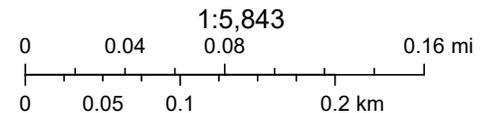


Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Location Map - PW 25-12 Abandoned Reservoir Demolition project



6/17/2025



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



City Council Agenda Statement

Meeting Date: October 7, 2025

Agenda Heading: Staff Presentations

Item Number: D.8

TITLE:

Aquatics Business Plan

RECOMMENDATION:

1. Approve the Aquatics Business Plan, endorsing 80% cost recovery at the El Segundo Aquatics Center (ESAC) and 62% cost recovery at the Plunge.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Annual revenue for the Aquatics Division is projected to increase from \$1.18 million to \$1.95 million and expenses are projected to increase from \$1.60 million to \$3.08 million. Overall cost recovery is projected at approximately 63% with ESAC at 80% and the Plunge at 62%.

BACKGROUND:

In March 2025, the El Segundo City Council directed staff to develop a comprehensive operational business plan for the City's three aquatics facilities — ESAC, the Plunge, and Hilltop Pool — to ensure long-term financial sustainability and operational efficiency as the Plunge prepares to reopen. The plan involved an extensive analysis on financial performance, current operations, market pricing, lane allocation, and facility utilization. The result is a comprehensive Aquatics Business Plan (Attachment 1) intended to guide the City's aquatics operations over the coming years by balancing community service goals, youth sports access, and fiscal responsibility.

DISCUSSION:

Staff conducted a detailed operational and financial analysis of all three aquatic facilities and developed the following recommendations to improve cost recovery, increase program equity, and maximize use of available water space.

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- **Financial goals:** Achieve 90% cost recovery at ESAC and 40% at the Plunge, while maintaining affordable community swim lesson pricing.
- **Lane Allocation Restructuring:** Shift prime-time lane swimming and lessons to the Plunge, open ESAC's instructional pool for youth swim teams, and split the ESAC 50-meter pool between youth swimming (south) and youth water polo (north) to improve equitability.
- **Pricing Adjustments:** Establish two pricing tiers—\$20/lane-hour before 7:00 p.m. and \$12/lane-hour after 7:00 p.m. and raise non-resident drop-in rates by \$1.00-\$2.00. These rates are in line with regional market norms.
- **Revenue Growth:** Expand swim lesson hours, increase youth water polo access, and pursue occasional event rentals as supplemental revenue.
- **Cost Management:** Explore reduced staffing levels during low-risk permit use, off-peak hours, and possibly closing the Plunge on Sundays to lower operational costs.

The proposed strategies are summarized in the attached presentation (Attachment 2) and are designed to align operations with market standards, ensure fair and equitable access across user groups, and create a financially sustainable model for the City's aquatics facilities as the Plunge reopens.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Deliver Solution-Oriented Customer Service, Communication, Diversity, Equity, and Inclusion

Strategy B: Improve organizational excellence by implementing processes and tools that facilitate data collection and analysis while promoting data-driven decision-making.

Goal 5: Champion Economic Development and Fiscal Sustainability

Strategy A: Identify opportunities for new revenues, enhancement of existing revenues, and exploration of potential funding options to support programs and projects.

PREPARED BY:

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REVIEWED BY:

Aly Mancini, Recreation, Parks, and Library Director

APPROVED BY:

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Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. El Segundo Aquatics Business Plan
2. Aquatics Business Plan - Presentation

City of El Segundo Aquatics Business Plan



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Counsilman · Hunsaker
AQUATICS FOR LIFE

City of El Segundo Aquatics Business Plan



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Introduction

In March 2025, the City of El Segundo commissioned Councilman-Hunsaker (CH) to prepare an operational business plan for the El Segundo Aquatic Center (ESAC), Hilltop Pool, and the renovated Plunge. The purpose was to provide a data-driven, sustainable framework for facility operations, ensuring equitable access and long-term community benefits.

City of El Segundo Aquatics Facilities

The City operates three pools:

- El Segundo Wiseburn Aquatics Center (ESAC): The City of El Segundo's flagship facility, a year-round competitive and community-use facility with a 50-meter pool and instructional pool, serving schools, clubs, and community programs.
- Urho Saari Swim Stadium (The Plunge): A historic indoor pool (1938 WPA project) featuring an 8-lane, 25-yard pool and a teaching pool, preserving heritage while expanding lessons, fitness, and recreation. It is noteworthy that The Plunge closed in 2020 and has been undergoing renovations since then.
- Hilltop Pool: A summer-only recreation pool for youth, families, and leisure activities.

El Segundo Wiseburn Aquatic Center



The El Segundo Aquatic Center, or Wiseburn Unified School District Aquatics Center, or ESAC, is the City of El Segundo's competitive swimming and water polo facility. The facility includes a 50-meter competition pool that accommodates swimming, water polo, lap swimming, and other programs. The separate instructional and recreational pool currently supports learn-to-swim programs, youth activities, and community wellness initiatives. The facility serves several competitive teams and organizations, including El Segundo High School and Wiseburn School District.

Urho Saari Swim Stadium



The Plunge is El Segundo's historic indoor swimming facility, initially constructed in 1938 as a Works Progress Administration (WPA) project. For generations, it has served as a cornerstone of the community, providing aquatic activities for the City of El Segundo. The facility is currently undergoing a complete renovation to update the space. The facility will include an 8-lane, 25-yard pool and a smaller teaching pool.

The facility will support lap swimming, recreational swimming, learn-to-swim programs, and fitness activities. With its distinctive architecture and legacy as a community landmark, The will remain an integral part of the El Segundo Aquatics system with instructional and leisure programs. Thereby preserving its historic character while meeting the modern aquatic needs of El Segundo residents.

Hilltop Pool



Hilltop Pool is the City of El Segundo's summer-only recreation pool, designed to serve younger children and families. The facility features a shallow water pool that supports recreational swimming, swim lessons, and party rentals. Hilltop Pool provides accessible aquatic opportunities for youth, families, and adults, with a focus on community wellness and engagement. The facility also hosts seasonal programs, special events, and serves as a hub for leisure and instructional activities within the City.

Process Review

CH developed a comprehensive business plan for the City of El Segundo's aquatic facilities, including The Plunge, the El Segundo Aquatics Center, and Hilltop Pool, followed a structured, multi-step process designed to ensure accuracy, sustainability, and alignment with community needs. Milestones included an on-site kickoff (April 22, 2025) and a mid-project City Council update (July 1, 2025).

Research and Data Compilation

The process started with a thorough review of each facility's amenities, capacity limits, operating schedules, and current usage. Data collection centered on labor, chemical, supply, maintenance, and utility needs to determine baseline operating costs. Financial records from previous years, attendance trends, program registrations, rental agreements, and other operational data were also examined.

Stakeholder input and benchmarking against comparable facilities were also incorporated to develop a clear understanding of current conditions and future opportunities. This data was heavily utilized in the Market Analysis sections.

Business Plan Development

Using the collected data City Staff prepared comprehensive operational and financial business plans for each facility. The plans emphasized sustainable operations, revenue generation, and cost management.

City Staff prepared and validated key financial elements, including revenue projections, expense forecasts, and staffing models. Councilman-Hunsaker provided recommendations regarding management structures and lane use/rental program frameworks. The business plans also presented a fee structure and an opinion on probable revenue to guide future decision-making.

User Group Engagement

May 6, 2025 – Trojan, Coastal Masters

May 7, 2025 – Beach Cities Swimming, SCAQ, South Bay United

May 8, 2025 – Tower 26, Alpha Aquatics

Meeting History

4/15/25 – Presentation of success criteria

- Goal of 90% and 50% cost recovery given for Aquatics Center and Wiseburn.

7/1/25 – 50% Business Plan Presented to City Council

- Reiteration of cost recovery goals
- Direction to "Make it fair" between water polo and swimming.
- Subsidy of swim lessons

9/15/25 – Plan presented to Aquatics Subcommittee

Needs Assessment

The stakeholder and user group engagement process identified several priorities for the future of the City of El Segundo's aquatic facilities. A consistent theme was the need to balance cost recovery with equitable community access, ensuring that both competitive and recreational users benefit from the facilities. Stakeholders emphasized the importance of developing clear performance criteria, financial accountability, and efficient lane utilization to optimize User Group access to the El Segundo Aquatic Center and The Plunge facilities. User groups highlighted scheduling challenges, particularly for youth athletes requiring earlier practice times, and noted facility improvements that could support greater accessibility for seniors, adaptive programs, and swimming events. Additional opportunities were identified in wellness and rehabilitation programming, film and event rentals, and fairer distribution of prime-time lane hours between swimming and water polo. Collectively, this feedback underscores the importance of creating a comprehensive, financially sustainable, and community-focused aquatics program.

Financial and Operational Priorities

- Cost recovery targets: ESAC (90%), The Plunge (~50%), Hilltop (status quo).
- New KPIs for lane allocation, including utilization efficiency, youth access %, and equity score.
- Refined fee structures aligned with market benchmarks to enhance cost recovery.

Lane Allocation and Scheduling

A blended allocation model was developed, incorporating residency, youth participation and revenue contribution. This model rebalances prime-time hours, increases youth water polo access, and relocates swim lessons to The Plunge to relieve ESAC demand.

Facility Operations and Accessibility

Ensure accessibility at The Plunge for seniors and adaptive programming, standardize contracts and time slot negotiations to ensure fairness and clarity, and establish stronger feedback loops between City Staff and user groups.

Staffing and Programming

Recommendations include expanding staffing for swim lessons and recruiting dedicated instructors (as opposed to lifeguards).

Revenue Opportunities

Additional revenue can be generated through film/event rentals, adjusted lane rental fees and proposed swim lesson fee increases.

El Segundo Aquatics Division Goals

A central objective of the business plan was to establish cost recovery targets that balanced financial sustainability with community access. For ESAC, the City identified a goal of achieving 90% cost recovery. This target reflected the facility's role as the primary competitive and community-use pool, where high levels of programming, team rentals, and lane use could generate sufficient revenue to offset the majority of operating expenses. The Plunge, by contrast, was envisioned as a more community-focused facility with a broader emphasis on recreation, lessons, and wellness programming. As such, a cost recovery target of approximately 50% was set, recognizing that its mission prioritized accessibility and community benefit over full financial return. The City of El Segundo has determined that changes to the division's operating model will not impact Hilltop Pool. Therefore, Hilltop Pool will continue to operate as it has in the past. Together, these goals provided the City with a framework to guide pricing, program development, and long-term financial planning.

The combined plan yields a division-wide cost recovery rate of 63.2%, meeting the goals set by the City Council. ESAC emphasizes cost neutrality (80.4% projected recovery), The Plunge emphasizes community benefit (62.0% recovery), and Hilltop continues unchanged.

	FY 2026-2027 - Forecast				
	ESAC	Plunge	Hilltop	Admin	Total
Revenue	\$1,265	\$670	\$15	\$0	\$1,950
Expense	<u>(\$1,572)</u>	<u>(\$1,081)</u>	<u>(\$76)</u>	<u>(\$353)</u>	<u>(\$3,083)</u>
Net Income	(\$308)	(\$411)	(\$61)	(\$353)	(\$1,133)
<i>Cost Recovery</i>	80.4%	62.0%	19.4%	0.0%	63.2%

Market Analysis

Below shows market analysis conducted.

The following market areas were researched and included in the analysis.

- Redondo Beach Unified School District
- Mira Costa High School
- City of Manhattan Beach
- City of Costa Mesa
- City of Torrance Aquatic Center
- City of Hawthorne
- LMU College
- Private area swim schools

Group lessons at El Segundo facilities are priced at \$6.25 per 30-minute session, compared to an average municipal rate of \$10.03 and a broader market average of \$22.11, which includes private schools.

Private swim lessons in El Segundo are currently \$25 per 30 minutes, which is also below the municipal average of \$34.85 and significantly below the broader market average of \$55.07.

This pricing structure demonstrates the City's commitment to affordability and accessibility, while also highlighting the opportunity to adjust fees over time to better align with regional benchmarks and improve cost recovery, while maintaining a competitive advantage.

Facility Rental Costs (Source: Faciltron, direct correspondence)

Pool / Location	Lanes	Cost / Lane	Notes:
Torrance Aquatic Center	8.0	\$22.50	50 meter all-deep pool
Redondo Union	15.0	\$16.00	40m x 25y pool
Mira Costa High School	12.0	\$15.63	25y x 40m pool
Manhattan Beach Begg Pool	5.0	\$40.00	5 lanes x 25y; \$220 for non-residents
Santa Monica Swim Center	20.0	\$16.50	50m x 25y; \$11 for youth; \$22 for adult
El Camino College	14.0	TBD	35m x 25y
City of Hawthorne	9.0	\$11.44	9 lanes x 25y pool
Woollett Aquatic Center (low)	34.0	\$5.76	2 x 50m pools (direct staffing costs only)
Woollett Aquatic Center (high)	34.0	\$13.29	2 x 50m pools
Marina High School Huntingt	14.0	\$17.36	35m x 25y pool
Los Alamitos High School	20.0	\$15.44	50m x 25y pool
Westminster High School	16.0	\$15.19	40m x 25y pool
Ocean View High School	20.0	\$12.15	50m x 25y pool
Median Cost / Lane		\$15.53	
Mean Cost / Lane		\$16.77	
ESAC (Water Polo)	10.0	\$9.80	Half pool: 10 lanes x 25 yards
ESAC (Full Price)	10.0	\$18.00	Half pool: 10 lanes x 25 yards

Pool / Location	Pass (Res)	Pass (Non)
Manhattan Beach Begg	\$5.00	\$7.00
Redondo Union	\$4.00	\$5.00
City of Hawthorne	\$5.00	\$5.00
Torrance City (Plunge)	\$5.00	\$5.00
Santa Monica City	\$4.50	\$9.00
Culver City	\$4.00	\$4.00
Median Cost / Pass	\$4.75	\$5.00
Mean Cost / Pass	\$4.58	\$5.83
City of El Segundo (Current)	\$5.00	\$7.00

Group Swim Lessons (Source City information)

Pool / Location	Resident	Non-Res
City of Manhattan Beach	\$13.50	\$14.88
City of Redondo Beach	\$13.75	\$13.75
City of Hawthorne	\$6.88	\$6.88
City of Torrance	\$13.60	\$13.60
City of Santa Monica	\$6.63	\$13.12
Culver City	N/A	N/A
Median Cost / Class	\$13.50	\$13.60
Mean Cost / Class	\$10.87	\$12.44
City of El Segundo	\$6.25	\$11.25

User Group Lane Allocation

Nine user groups currently rent lanes at ESAC, with youth and high school teams dominating prime-time hours (80.5%) and youth water polo holding only 2.1%. The new allocation program and the Plunge coming online redistributes hours more equitably, improves youth water polo access (to 22.2%), and standardizes criteria for fairness.

Overall Allocation	Hours		%	
	FY24-25	FY26-27	FY24-25	FY26-27
Lessons	2,288	4,823	1.8%	3.3%
Open/Rec Swim	2,028	5,148	1.6%	3.5%
Lap Swim	70,009	77,441	56.2%	52.7%
High Schools	8,901	8,866	7.1%	6.0%
Youth Water Polo	14,311	19,370	11.5%	13.2%
Youth Swimming	16,712	23,582	13.4%	16.0%
Other	<u>10,361</u>	<u>7,813</u>	<u>8.3%</u>	<u>5.3%</u>
Total	124,609	147,043	100.0%	100.0%

Prime Time Alloc	Hours		%	
	FY24-25	FY26-27	FY24-25	FY26-27
Lessons	1,664	3,744	6.3%	10.8%
Open/Rec Swim	0	1,053	0.0%	3.0%
Lap Swim	3,456	1,170	13.1%	3.4%
High Schools	8,630	8,866	32.7%	25.7%
Youth Water Polo	557	7,670	2.1%	22.2%
Youth Swimming	12,058	12,038	45.7%	34.9%
Other	<u>0</u>	<u>0</u>	<u>0.0%</u>	<u>0.0%</u>
Total	26,364	34,541	100.0%	100.0%

Program Fee Rate Changes

The aquatics business plan assumes changes as follows. Proposed changes results in an additional ~\$232,000 in net revenue.

Category	Current	Market	Proposal	\$ Change (%)	Impact
Permit Groups – Non-WP (/lane hour)	\$18.00	\$16-20	\$20.00	+\$2.00	+\$109K
Permit Groups – WP (/lane hour)	\$9.80	\$16-20	\$20.00	+\$10.20	+\$177K
Permit Groups – Instructional Pool	\$12.00	N/A	\$14.00	+\$2.00	+\$11K
Permit Groups – After 7pm (/lane hour)	\$18.00	\$16-20	\$12.00	-\$6.00	-\$99K
Swim Lessons – Group (/30 min)	\$6.25	\$6-10	\$6.25	\$0	NA
Swim Lessons – Private (/30 min)	\$25.00	\$25-35	\$25.00	\$0	NA
Drop-In – Resident	\$5.00	\$4-5	\$5.00	\$0	NA
Drop-In – Non-Resident	\$7.00	\$5-9	\$8.00	+\$1.00	+\$34K

Alternative Revenue Sources

Film and event rentals continue to provide supplemental income, exceeding typical daily programming revenue when scheduled.

Event	Date	Day	Lane Hours	Revenue	Rev / Lane Hr	Staffing Cost	Margin
SBU	5/18/2025	Sun	312.0	\$3,605.00	\$11.55	\$ 1,922.93	\$1,682.07
JG Tryouts	3/15/2025	Sat	264.0	\$3,549.00	\$13.44	\$ 1,586.96	\$1,962.04
BCS Meet	11/16/2025	Sat	312.0	\$4,997.00	\$16.02	\$ 2,332.14	\$2,664.86
BCS Meet	11/17/2025	Sun	312.0	\$4,997.00	\$16.02	\$ 2,249.59	\$2,747.41
Summer Ave (Old)		Weekend	234.0	\$1,771.99	\$7.57	\$1,921.21	(\$149.22)
Summer Ave (New)		Weekend	234.0	\$2,386.63	\$10.20	\$1,921.21	\$465.42

Staffing

Aquatics costs are expected to double as the Plunge reopens. Employees drive 70% of costs – and guards/instructors are 85% of that. Guards pay recently increased by 30% which has helped with recruitment and retention but impacts cost recovery

To reduce costs options include:

- 1) Closing Plunge on Sundays (lap swimming only)
- 2) Passing costs for lifeguards to user groups during user group hours
- 3) Reduced staffing (or closing) during off-peak times (1-3pm weekdays as example)

EXPENSE SUMMARY	FY24/25 (A)	%	FY26/27 (E)	%
Employees	(\$1,115,942)	69.6%	(\$2,210,897)	71.7%
Supplies & Services	(\$119,986)	7.5%	(\$242,160)	7.9%
Public Works	<u>(\$366,346)</u>	<u>22.9%</u>	<u>(\$630,189)</u>	<u>20.4%</u>
Total Expenses	(\$1,602,274)	100.0%	(\$3,083,246)	100.0%

Staffing Headcount Summary	FY2024-2025	FY2025-2026	FY2026-2027
Total FT Staff	2.0	3.0	3.0
Total Part-Time Staff (FTE)	<u>21.4</u>	<u>27.5</u>	<u>33.8</u>
Total Staff (FTE)	23.4	30.5	36.8

Staffing Cost Summary	FY2024-2025	FY2025-2026	FY2026-2027
Total FT Staff	(\$161,547)	(\$289,782)	(\$289,782)
Total Part-Time Staff (FTE)	<u>(\$796,390)</u>	<u>(\$1,315,387)</u>	<u>(\$1,591,153)</u>
Total Staff (FTE)	(\$957,936)	(\$1,605,169)	(\$1,880,934)

Budget

The following outlines the expected budget for the entire City of El Segundo Aquatics Division. It is split between revenues and expenses. Details are provided as needed for budget categories. The FY 2026–2027 forecast is based on a full year of operations at The Plunge, as well as the expected operations for FY 2025–2026.

The budget reflected in the business plan is based on the following goals set by the City of El Segundo City Council.

- ✓ El Segundo Aquatic Center – 80.4% cost recovery
- ✓ The Plunge – 62.0% cost recovery
- ✓ Hilltop – stays the same as previous years – Projected 19.4% cost recovery

The plan results in an overall cost recovery rate of 63.2% for the aquatics division. This aligns with the financial goals established by the City of El Segundo City Council during the April 15, 2025, city council meeting.

Financial Forecast Summary

OPERATING MODEL SUMMARY - EL SEGUNDO AQUATICS

Revenue*	FY 2024-2025 - Actual					FY 2026-2027 - Forecast**				
	ESAC	Plunge	Hilltop	Admin	Total	ESAC	Plunge	Hilltop	Admin	Total
Permit Groups***	\$651	\$0	\$0	\$0	\$651	\$881	\$72	\$0	\$0	\$953
Instructional Programming	\$169	\$0	\$0	\$0	\$169	\$84	\$505	\$0	\$0	\$589
Drop-In Programming	\$322	\$0	\$9	\$0	\$331	\$299	\$81	\$15	\$0	\$396
Other Revenue	\$32	\$0	\$0	\$0	\$32	\$0	\$12	\$0	\$0	\$12
Total Revenue	\$1,175	\$0	\$9	\$0	\$1,184	\$1,265	\$670	\$15	\$0	\$1,950
Expense	ESAC	Plunge	Hilltop	Admin	Total	ESAC	Plunge	Hilltop	Admin	Total
Employee-Related	(\$857)	(\$17)	(\$41)	(\$200)	(\$1,116)	(\$1,068)	(\$732)	(\$58)	(\$353)	(\$2,211)
Supplies & Services	(\$115)	(\$2)	(\$3)	\$0	(\$120)	(\$150)	(\$85)	(\$7)	\$0	(\$242)
Public Works	(\$355)	\$0	(\$11)	\$0	(\$366)	(\$355)	(\$264)	(\$11)	\$0	(\$630)
Total Expense	(\$1,327)	(\$19)	(\$55)	(\$200)	(\$1,602)	(\$1,572)	(\$1,081)	(\$76)	(\$353)	(\$3,083)
Net Income	(\$152)	(\$19)	(\$46)	(\$200)	(\$418)	(\$308)	(\$411)	(\$61)	(\$353)	(\$1,133)
<i>Cost Recovery</i>	<i>88.5%</i>	<i>0.0%</i>	<i>16.7%</i>	<i>0.0%</i>	<i>73.9%</i>	<i>80.4%</i>	<i>62.0%</i>	<i>19.4%</i>	<i>0.0%</i>	<i>63.2%</i>

FY 2026-2027 forecast is based upon 2025-2026 budget with full year of plunge operations; High School use included in permit group revenue (~\$150k/yr)



City of El Segundo Proposed Aquatics Business Plan

October 7, 2025

Director Aly Mancini



Agenda

- Plan Overview
 - Relevant History
 - Plan Goals
 - Analysis & Data Collection
 - Current Look
 - Proposal Summary
 - Implications
- Business Plan Proposal
 - Allocation / Blocking
 - Pricing
 - Alternative Revenue Sources
 - Operations
 - Financial Forecast
- Next Steps / Continued work

Relevant History

- User Group Engagement
 - May 6, 2025 – Trojan, Coastal Masters
 - May 7, 2025 – Beach Cities Swimming, SCAQ, South Bay United
 - May 8, 2025 – Tower 26, Alpha Aquatics
- City Meeting History
 - 3/18/25 City Council Meeting– Request about user group metrics and use of ESAC
 - 4/15/25 City Council Meeting– Presentation of User Group Success Criteria
 - Council directs staff to a goal of 90% and 50% cost recovery for ESAC and the Plunge (Respectively)
 - 7/1/25 –City Council Meeting- 50% Review of Aquatics Business Plan by Councilman Hunsaker
 - Council reiterates cost recovery goals
 - Council direction to improve equity between water polo and swimming.
 - Council direction to continue subsidy of swim lessons
 - 9/15/25 – Plan presented to Aquatics Subcommittee

Plan Goals

Improve our cost recovery while supporting community programming and youth sports. Specifically...

- ESAC: Deliver revenue; targeting 90% cost recovery
- Plunge: Focus on community programming with 40%+ cost recovery
- Increase equity across user group types - in pricing and lane allocation
- Price City aquatics programs and services in-line with market (keep lessons affordable)
- Develop an Aquatics Division profit & loss model to report and measure performance
- Identify and increase opportunities for revenue generation through rentals and events

Plan works to address these through a combination of changes across (1) pricing, (2) allocations, and (3) cost management

Analysis and Data Collection

- Researched pricing for comparable facilities – across both user types and region
- Constructed a ground up historical P&L with detailed (and trackable) revenue and costs
- Developed forward-looking model for facility management
- Review of current and historical user group blocking and utilization

Result: Draft plan meets goals while also minimizing disruption for user groups

Current Look

Pricing:

- Water polo groups pay \$9.80/lane hour (below market).
- Non-water polo groups pay \$18.00/lane hour (at market).

Current Cost Recovery & Considerations:

- ~74% overall cost recovery (ESAC at 88.5%).
- Cost recovery at ESAC 24/25 was higher due to fulltime vacancies
- Due to Recent lifeguard pay increases in 2025 and additional Plunge costs the overall cost recovery for Aquatics will be lower

Allocation:

- Significant disproportion of “prime time” use (3-7pm).
 - Club swimming has >20x the prime time allocation of club water polo.

	FY 2024-2025 - Actual				
\$K	ESAC	Plunge	Hilltop	Admin	Total
Revenue	\$1,175	\$0	\$9	\$0	\$1,184
Expense	<u>(\$1,327)</u>	<u>(\$19)</u>	<u>(\$55)</u>	<u>(\$200)</u>	<u>(\$1,602)</u>
Net Income	(\$152)	(\$19)	(\$46)	(\$200)	(\$418)
<i>Cost Recovery</i>	88.5%	0.0%	16.7%	0.0%	73.9%

Allocation	Fiscal 2024-2025	
	Prime	All
Lessons	1,664	2,288
Open/Rec Swim	0	2,028
Lap Swim	3,456	70,009
High Schools	8,630	8,901
Youth Water Polo	557	14,311
Youth Swimming	12,058	16,712
Other	0	10,361
Total	26,364	124,609

Plan Overview – Proposal Summary

Use Plunge reopening to implement pricing and allocation changes aligned with goals.

Pricing Strategy: Apply modest price increases to support cost recovery where justified. Base price differences on times of day (Prime Time and Non-Prime Time), not on sport (Swim and Water Polo).

- Set two pricing tiers: Prime Time \$20 before 7pm (\$2 p/h increase), Non-Prime Time \$12 after 7pm (\$2.20 p/h increase).
- Raise lap swimming and rec swimming fees by \$1-\$2 for non-residents.

Allocation Adjustments: Reallocate lanes to balance swim/water polo equity and expand swim lesson access.

- Shift 3–7pm lane swim and lessons to the Plunge to free ESAC instructional pool for youth Club swimming.
- Split competition pool into North and South halves. Assign ESAC South to youth Club swim, ESAC North to youth Club water polo.

Cost management: Lifeguards are top expense – limit redundancy and reduce coverage if/where feasible.

- Consider closing pools during low-revenue windows (e.g., dual lap swim).

Plan Overview - Implications

Program Expansion & Allocation:

- Increase in swim lesson capacity, pending staffing.
- Expand lap swim and rec swim access at Plunge.
- Improve equitability for Youth Club Swim and Youth Club Water Polo during Prime time (3pm-7pm).

Lane Hours	Overall Allocation		Prime Time	
	FY24-25	FY26-27	FY24-25	FY26-27
Lessons	2,288	4,823	1,664	3,744
Open/Rec Swim	2,028	5,148	0	1,053
Lap Swim	70,009	77,441	3,456	1,170
High Schools	8,901	8,866	8,630	8,866
Youth Water Polo	14,311	19,370	557	7,670
Youth Swimming	16,712	23,582	12,058	12,038
Other	10,361	7,813	0	0
Total	124,609	147,043	26,364	34,541

Anticipated Financial Performance in FY26/27:

- Plunge operating at 62% cost recovery
- ESAC operating at 80% cost recovery
- Total cost recovery for Aquatics at 63%

	FY 2026-2027 - Forecast				
	ESAC	Plunge	Hilltop	Admin	Total
\$K Revenue	\$1,265	\$670	\$15	\$0	\$1,950
Expense	(\$1,572)	(\$1,081)	(\$76)	(\$353)	(\$3,083)
Net Income	(\$308)	(\$411)	(\$61)	(\$353)	(\$1,133)
Cost Recovery	80.4%	62.0%	19.4%	0.0%	63.2%

Proposal Details

Capacity Allocation - Current

Given limited availability, there has been significant competition between user groups for the prime-time slots: weekdays from 3-7pm.

- Pool use by high school from 3-6pm (ESHS and Wiseburn)
- Swimming (Beach Cities & Alpha) utilized nearly all Prime-time hours
- Water polo (SBU and Trojan) received Non-Prime hours
- The ESAC instructional pool has been used for lessons

FY2024-2025	Overall Allocation	
	Lane Hours	%
Lessons	2,288	1.8%
Open/Rec Swim	2,028	1.6%
Lap Swim	70,009	56.2%
High Schools	8,901	7.1%
Youth Water Polo	14,311	11.5%
Youth Swimming	16,712	13.4%
Other	10,361	8.3%
Total	124,609	100.0%

FY2024-2025	Prime Time Allocation	
	Lane Hours	%
Lessons	1,664	6.3%
Open/Rec Swim	0	0.0%
Lap Swim	3,456	13.1%
High Schools	8,630	32.7%
Youth Water Polo	557	2.1%
Youth Swimming	12,058	45.7%
Other	0	0.0%
Total	26,364	100.0%

Capacity Allocation - Proposal

-Open ESAC instructional pool for Youth Club

Swimming –Split the 50m pool into North and South, North for Youth Water Polo and South for Youth Club

Swim

- Splitting the pool creates a clear mechanism to more fairly appropriate scarce availability
- Consolidating lessons at the Plunge helps address capacity constraints at ESAC
- Creates additional availability for youth sports at ESAC with the opening of the instructional pool for Youth Club swim.
- Plunge can host after school swim lessons at the Plunge – potentially tripling swim lesson capacity and revenue (subject to staff availability)
- Explore “use it or lose it” policy with permit groups

Overall Allocation	Hours		%	
	FY24-25	FY26-27	FY24-25	FY26-27
Lessons	2,288	4,823	1.8%	3.3%
Open/Rec Swim	2,028	5,148	1.6%	3.5%
Lap Swim	70,009	77,441	56.2%	52.7%
High Schools	8,901	8,866	7.1%	6.0%
Youth Water Polo	14,311	19,370	11.5%	13.2%
Youth Swimming	16,712	23,582	13.4%	16.0%
Other	<u>10,361</u>	<u>7,813</u>	<u>8.3%</u>	<u>5.3%</u>
Total	124,609	147,043	100.0%	100.0%

Prime Time Alloc	Hours		%	
	FY24-25	FY26-27	FY24-25	FY26-27
Lessons	1,664	3,744	6.3%	10.8%
Open/Rec Swim	0	1,053	0.0%	3.0%
Lap Swim	3,456	1,170	13.1%	3.4%
High Schools	8,630	8,866	32.7%	25.7%
Youth Water Polo	557	7,670	2.1%	22.2%
Youth Swimming	12,058	12,038	45.7%	34.9%
Other	<u>0</u>	<u>0</u>	<u>0.0%</u>	<u>0.0%</u>
Total	26,364	34,541	100.0%	100.0%

Pricing – Market Rates

With the exception of water polo, El Segundo rental rates and drop-in costs are near parity with the local market.

Facility Rental Costs (Source: Faciltron, direct correspondence)

Pool / Location	Lanes	Cost / Lane	Notes:
Torrance Aquatic Center	8.0	\$22.50	50 meter all-deep pool
Redondo Union	15.0	\$16.00	40m x 25y pool
Mira Costa High School	12.0	\$15.63	25y x 40m pool
Manhattan Beach Begg Pool	5.0	\$40.00	5 lanes x 25y; \$220 for non-residents
Santa Monica Swim Center	20.0	\$16.50	50m x 25y; \$11 for youth; \$22 for adult
El Camino College	14.0	TBD	35m x 25y
City of Hawthorne	9.0	\$11.44	9 lanes x 25y pool
Woollett Aquatic Center (low)	34.0	\$5.76	2 x 50m pools (direct staffing costs only)
Woollett Aquatic Center (high)	34.0	\$13.29	2 x 50m pools
Marina High School Huntington	14.0	\$17.36	35m x 25y pool
Los Alamitos High School	20.0	\$15.44	50m x 25y pool
Westminster High School	16.0	\$15.19	40m x 25y pool
Ocean View High School	20.0	\$12.15	50m x 25y pool
Median Cost / Lane		\$15.53	
Mean Cost / Lane		\$16.77	
ESAC (Water Polo)	10.0	\$9.80	Half pool: 10 lanes x 25 yards
ESAC (Full Price)	10.0	\$18.00	Half pool: 10 lanes x 25 yards

Lane Swim / Reservation Adult Rates (Source: CH and

Pool / Location	Pass (Res)	Pass (Non)
Manhattan Beach Begg	\$5.00	\$7.00
Redondo Union	\$4.00	\$5.00
City of Hawthorne	\$5.00	\$5.00
Torrance City (Plunge)	\$5.00	\$5.00
Santa Monica City	\$4.50	\$9.00
Culver City	\$4.00	\$4.00
Median Cost / Pass	\$4.75	\$5.00
Mean Cost / Pass	\$4.58	\$5.83
City of El Segundo (Current)	\$5.00	\$7.00

Pricing – Swim Lessons

El Segundo's pricing for municipal swim lessons is at the low end of the market.

A 20% price increase from \$6.25 p/h to \$7.50 p/h could generate \$85k of incremental revenue (+2.8% cost recovery) but that is NOT in the proposed plan.

Group Swim Lessons (Source City information)

Pool / Location	Resident	Non-Res
City of Manhattan Beach	\$13.50	\$14.88
City of Redondo Beach	\$13.75	\$13.75
City of Hawthorne	\$6.88	\$6.88
City of Torrance	\$13.60	\$13.60
City of Santa Monica	\$6.63	\$13.12
Culver City	N/A	N/A
Median Cost / Class	\$13.50	\$13.60
Mean Cost / Class	\$10.87	\$12.44
City of El Segundo	\$6.25	\$11.25

Pricing – Proposed Changes

We are generally at market rates excluding water polo. To maximize revenue, we recommend the following:

1. Bring all permit groups to the same rental rate of \$20.00 (\$2.00 increase over current rate)
2. Raise instructional pool rate from \$12.00 to \$14.00
3. Create low demand rate of \$12.00 for less desirable times
4. Increase non-resident drop-in rates by \$1.00

Category	Current	Market	Proposal	\$ Change (%)	Impact
Permit Groups – Non-WP (/lane hour)	\$18.00	\$16-20	\$20.00	+\$2.00	+\$109K
Permit Groups – WP (/lane hour)	\$9.80	\$16-20	\$20.00	+\$10.20	+\$177K
Permit Groups – Instructional Pool	\$12.00	N/A	\$14.00	+\$2.00	+\$11K
Permit Groups – After 7pm (/lane hour)	\$18.00	\$16-20	\$12.00	-\$6.00	-\$99K
Swim Lessons – Group (/30 min)	\$6.25	\$6-10	\$6.25	\$0	NA
Swim Lessons – Private (/30 min)	\$25.00	\$25-35	\$25.00	\$0	NA
Drop-In – Resident	\$5.00	\$4-5	\$5.00	\$0	NA
Drop-In – Non-Resident	\$7.00	\$5-9	\$8.00	+\$1.00	+\$34K

*Analysis assumes annual 5% increase in rates beginning every calendar year

Alternative Revenue Sources

- The team continues to pursue ad-hoc event rentals – though they are infrequent
- Event rentals tend to bring in \$1-2K more than existing programming

Event	Date	Day	Lane Hours	Revenue	Rev / Lane Hr	Staffing Cost	Margin
SBU	5/18/2025	Sun	312.0	\$3,605.00	\$11.55	\$ 1,922.93	\$1,682.07
JG Tryouts	3/15/2025	Sat	264.0	\$3,549.00	\$13.44	\$ 1,586.96	\$1,962.04
BCS Meet	11/16/2025	Sat	312.0	\$4,997.00	\$16.02	\$ 2,332.14	\$2,664.86
BCS Meet	11/17/2025	Sun	312.0	\$4,997.00	\$16.02	\$ 2,249.59	\$2,747.41
Summer Ave (Old)		Weekend	234.0	\$1,771.99	\$7.57	\$1,921.21	(\$149.22)
Summer Ave (New)		Weekend	234.0	\$2,386.63	\$10.20	\$1,921.21	\$465.42

Operations – Managing Staffing & Costs

Aquatics costs are expected to double as the Plunge reopens

- Employees drive 70% of costs – and guards/instructors are 85% of that.
- Guards pay recently increased by 30% which has helped with recruitment and retention but impacts cost recovery

To reduce costs consider:

- 1) Closing Plunge on Sundays (lap swimming only)
- 2) Passing costs for lifeguards to user groups during user group hours
- 3) Reduced staffing (or closing) during off-peak times (1-3pm weekdays as example)

EXPENSE SUMMARY	FY24/25 (A)	%	FY26/27 (E)	%
Employees	(\$1,115,942)	69.6%	(\$2,210,897)	71.7%
Supplies & Services	(\$119,986)	7.5%	(\$242,160)	7.9%
Public Works	<u>(\$366,346)</u>	<u>22.9%</u>	<u>(\$630,189)</u>	<u>20.4%</u>
Total Expenses	(\$1,602,274)	100.0%	(\$3,083,246)	100.0%

Staffing Headcount Summary	FY2024-2025	FY2025-2026	FY2026-2027
Total FT Staff	2.0	3.0	3.0
Total Part-Time Staff (FTE)	<u>21.4</u>	<u>27.5</u>	<u>33.8</u>
Total Staff (FTE)	23.4	30.5	36.8

Staffing Cost Summary	FY2024-2025	FY2025-2026	FY2026-2027
Total FT Staff	(\$161,547)	(\$289,782)	(\$289,782)
Total Part-Time Staff (FTE)	<u>(\$796,390)</u>	<u>(\$1,315,387)</u>	<u>(\$1,591,153)</u>
Total Staff (FTE)	(\$957,936)	(\$1,605,169)	(\$1,880,934)

Financial Forecast Summary

Plan puts us at 80% and 62% cost recovery for ESAC and Plunge; 63% cost recovery overall

Plunge cost recovery is tied directly to our ability to drive swim lesson revenue

Expense increase follows (1) 30% pay raise for part-time staff, (2) new part-time hires for plunge and (3) aquatics supervisor (open admin req)

OPERATING MODEL SUMMARY - EL SEGUNDO AQUATICS

	FY 2024-2025 - Actual						FY 2026-2027 - Forecast**				
	ESAC	Plunge	Hilltop	Admin	Total		ESAC	Plunge	Hilltop	Admin	Total
Revenue*											
Permit Groups***	\$651	\$0	\$0	\$0	\$651	\$881	\$72	\$0	\$0	\$953	
Instructional Programming	\$169	\$0	\$0	\$0	\$169	\$84	\$505	\$0	\$0	\$589	
Drop-In Programming	\$322	\$0	\$9	\$0	\$331	\$299	\$81	\$15	\$0	\$396	
Other Revenue	<u>\$32</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$32</u>	<u>\$0</u>	<u>\$12</u>	<u>\$0</u>	<u>\$0</u>	<u>\$12</u>	
Total Revenue	\$1,175	\$0	\$9	\$0	\$1,184	\$1,265	\$670	\$15	\$0	\$1,950	
Expense											
Employee-Related	(\$857)	(\$17)	(\$41)	(\$200)	(\$1,116)	(\$1,068)	(\$732)	(\$58)	(\$353)	(\$2,211)	
Supplies & Services	(\$115)	(\$2)	(\$3)	\$0	(\$120)	(\$150)	(\$85)	(\$7)	\$0	(\$242)	
Public Works	<u>(\$355)</u>	<u>\$0</u>	<u>(\$11)</u>	<u>\$0</u>	<u>(\$366)</u>	<u>(\$355)</u>	<u>(\$264)</u>	<u>(\$11)</u>	<u>\$0</u>	<u>(\$630)</u>	
Total Expense	(\$1,327)	(\$19)	(\$55)	(\$200)	(\$1,602)	(\$1,572)	(\$1,081)	(\$76)	(\$353)	(\$3,083)	
Net Income	(\$152)	(\$19)	(\$46)	(\$200)	(\$418)	(\$308)	(\$411)	(\$61)	(\$353)	(\$1,133)	
Cost Recovery	88.5%	0.0%	16.7%	0.0%	73.9%	80.4%	62.0%	19.4%	0.0%	63.2%	

Next Steps

- Begin new fee and allocation structure concurrent with the opening of the Plunge.
- Financial reporting: update systems to support effective measurement and reporting going forward
 - Update chart of accounts – add granularity to missing line items (primarily public works)
 - Separation of Aquatics Division administrative costs from individual pool budgets
- Instructor comp: Explore compensation adjustment for swim instructors to support increased swim lesson scheduling – lessons are valuable to the community and generate revenue, making staffing imperative. This would necessitate an increase in swim lesson fees.

The background of the slide is a watercolor-style wash of blue and teal colors. The colors are layered and blended, creating a soft, textured effect. The darker blue is on the left, and it transitions into lighter teal and pale blue towards the right. The overall appearance is artistic and fluid.

Questions?



City Council Agenda Statement

Meeting Date: October 7, 2025

Agenda Heading: Staff Presentations

Item Number: D.9

TITLE:

Resolution Approving Plans and Specifications for the Repair of Fence Posts, Distressed Walls and Court Surfaces at Recreation Park Project No. PW 25-05

RECOMMENDATION:

1. Adopt a resolution approving engineering plans and construction specifications for repair of fence posts, distressed walls and court surfaces at Recreation Park. Project No. PW 25-05 to avail the City of immunities pursuant to Government Code § 830.6.
2. Authorize staff to advertise the project for bids.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2025-26 Budget.

Amount Budgeted: \$1,200,000

Additional Appropriation: None

Account Number(s): 301-400-8202-8421

BACKGROUND:

Recreation Park is centrally located in the heart of the residential area in El Segundo, totaling approximately 17 acres. The park hosts numerous passive and active recreation amenities, including facilities such as ball fields, tennis courts, basketball courts, indoor racquetball, horseshoes, hockey rink, community garden, pickleball courts, paddle tennis, volleyball, playgrounds, soccer, a skate park, and picnicking facilities. Additionally, the park is home to the George E. Gordon Clubhouse, Checkout Building, Teen Center, and the Joslyn Center.

The park was built in the late 1950s. While park maintenance programs have been

**Resolution Approving Plans and Specifications for the Repairs at Recreation Park
October 7, 2025
Page 2 of 2**

steadily ongoing, many of the existing fence posts, concrete walls and court surfaces throughout the park are showing signs of age and fatigue and are recommended to be cosmetically repaired and/or reconstructed.

DISCUSSION:

The City hired GMU Geotechnical, Inc., to prepare the engineering plans and specifications for the repair of the fence poles, distressed walls and court surfaces at the park. These documents have been reviewed and approved by staff and are ready for bid. The estimated construction cost of this project is \$950,000

With Council's authorization, the anticipated schedule for the project is as follows:

October 2025 — Advertising and Bid Process
January 2026 — Contract Award
February 2026 — Begin Construction
June 2026 — Project Completion

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

Strategy A: Seek opportunities to implement and expedite the projects in the Capital Improvement Program and ensure that City-owned infrastructure is well maintained, including streets, entryways, and facilities.

PREPARED BY:

Alberto Oliveros, Senior Engineer Associates

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

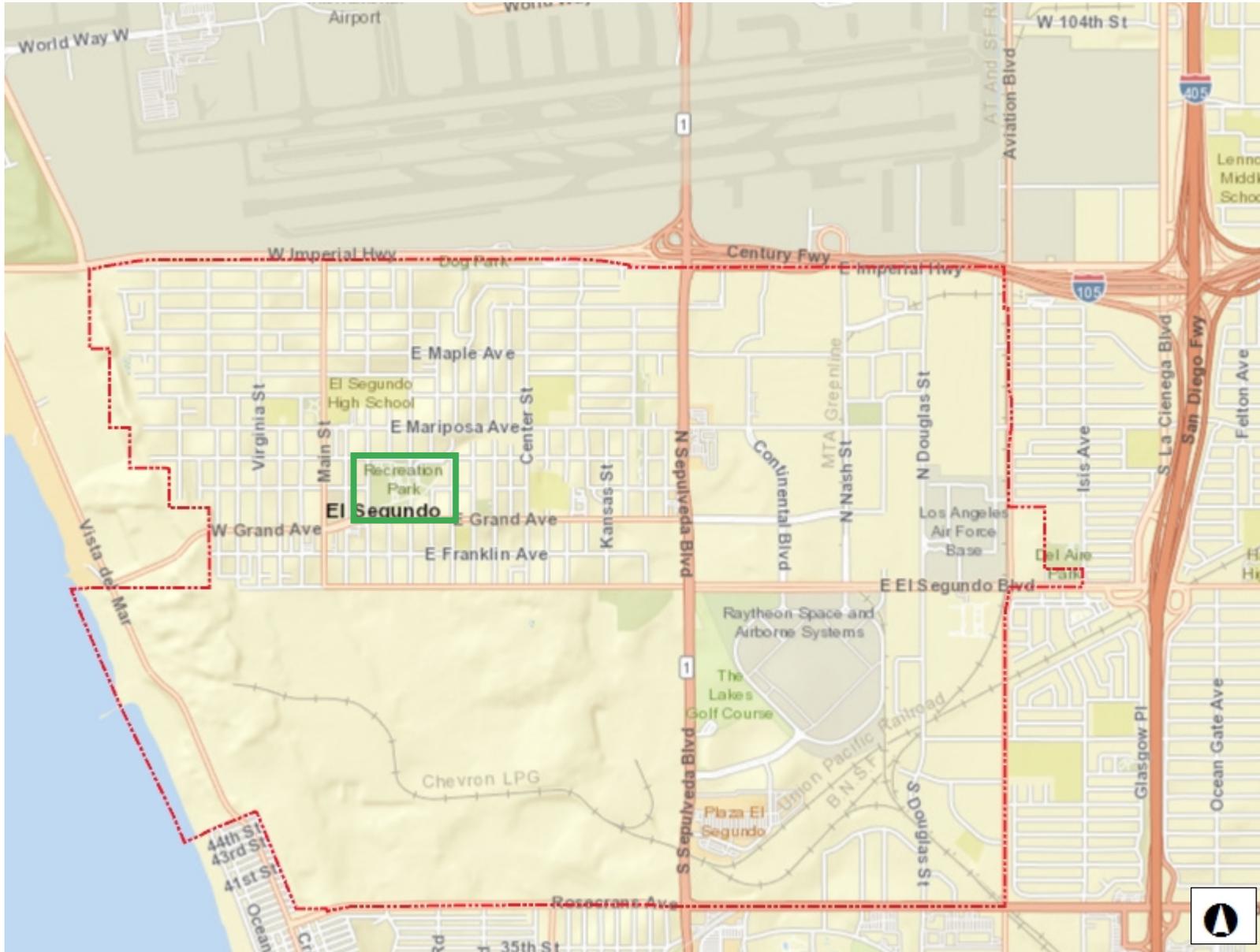
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map
2. Location Map
3. PW 25-05 RecPark Wall Repairs Resolution



PW 25-05: Repair of Distressed Walls and Surfaces at Recreation Park Project Vicinity Map



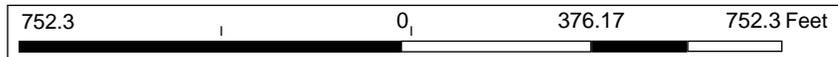
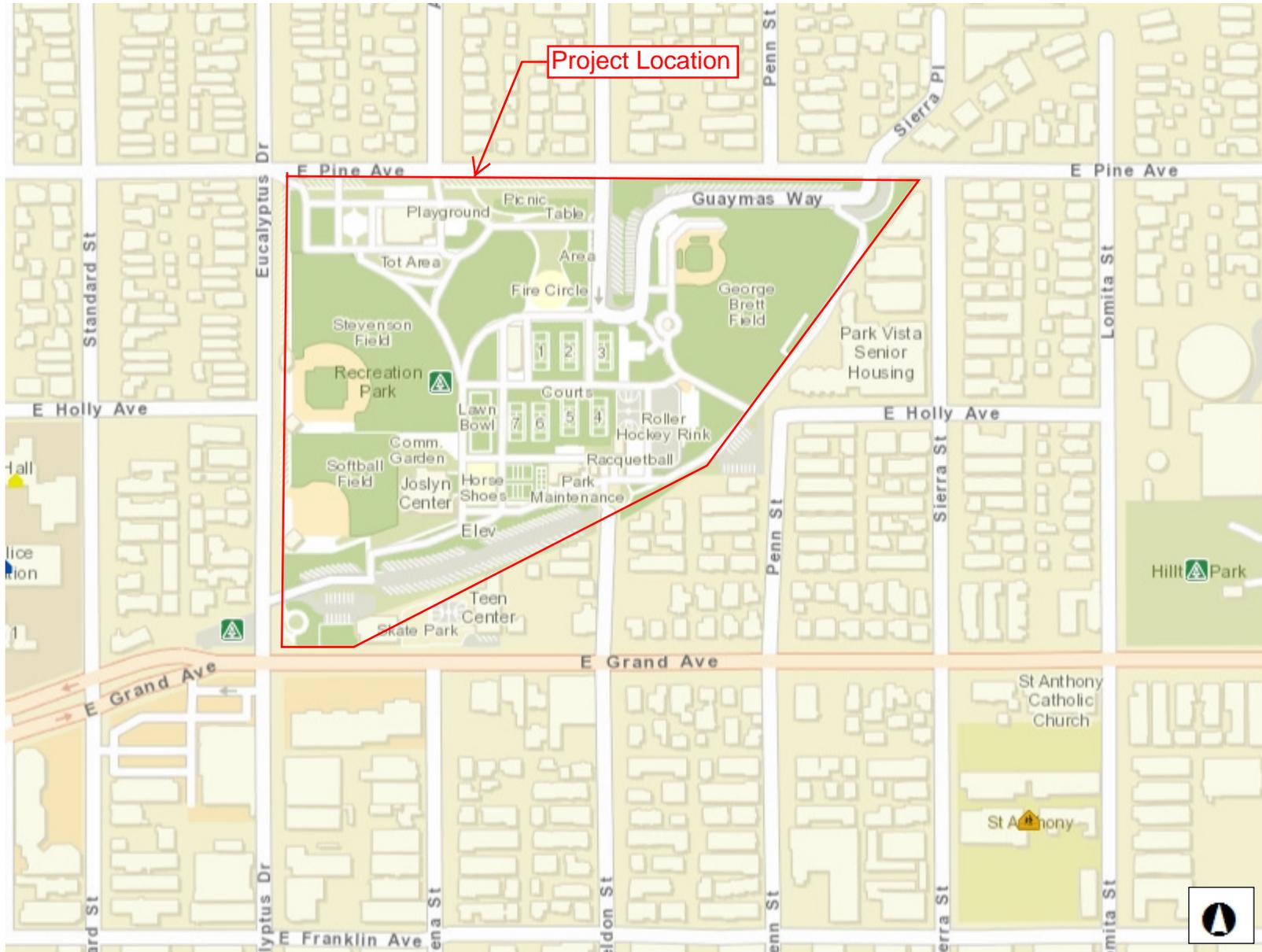
6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.



PW 25-05: Repair of Distressed Walls and Surfaces at Recreation Park Project Location Map



WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible for any claims, losses or damages resulting from the use of this map.

RESOLUTION NO. __

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR REPAIR OF DISTRESSED WALLS AND SURFACES AT RECREATION PARK, PROJECT NO. PW 25-05, PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

- A. The City Engineer prepared plans and specifications for PW 25-05, Repair of Distressed Walls and Surfaces at Recreation Park ("Project") to repair walls around recreation park facility. These plans and specifications are complete. Services related to the Project may begin;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Design Immunity; Authorization.*

- A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.
- B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.
- C. The approval granted by this Resolution conforms with the City's General Plan.
- D. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.
- E. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: *Project Payment Account.* For purposes of the Contract Documents administering the Project, the City Council directs the City Manager, or designee, to establish a fund containing sufficient monies from the current fiscal year budget to pay for the Project ("Project Payment Account"). The Project Payment Account is the sole source of funds available for the Contract Sum, as defined in the Contract Document administering the Project.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

Chris Pimentel, Mayor

ATTEST:

Susan Truax, City Clerk

APPROVED AS TO FORM:

_____ for
Mark D. Hensley
City Attorney



City Council Agenda Statement

Meeting Date: October 7, 2025

Agenda Heading: Committees, Commissions and Boards

Presentations

Item Number: E.10

TITLE:

Appointments to the Senior Citizen Housing Corporation Board and Diversity, Equity, and Inclusion Committee

RECOMMENDATION:

1. Announce appointment, if any.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The **Senior Citizen Housing Corporation Board** was established to actively oversee the management, operation, maintenance, and finances of Park Vista. The Board enters into an operating agreement with the City Council and enlists a management company to operate the facility.

The **Diversity, Equity, and Inclusion (DEI) Committee** was established July 21, 2020, for the purpose of advising the City Council on issues of diversity, equity, and inclusion. Initially, the DEI Committee studied four topics and presented recommendations to the City Council. The four initial study topics were as follows: 1) Public Safety (including a review of Police Department policies, practices, training, and future directions), 2) Citywide Organization (including a review of City government policies, practices, training, etc.) 3) Community At-large (including a review of City demographic data, history, trends, etc.) 4) Local Economy (including a review of private sector diversity policies, training, etc.).

DISCUSSION:

The Senior Citizen Housing Corporation Board is a five-member board. All members

Announce Appointments to the Senior Citizen Housing Corporation Board and Diversity, Equity, and Inclusion Committee.

October 7, 2025

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must be El Segundo residents.

The Diversity, Equity, and Inclusion Committee is a 9-member committee, comprised of community members who live, work, or attend high school in El Segundo and two members of the El Segundo Unified School District.

Candidate	Committee/Board
1. Julia Newman	Senior Citizen Housing Corporation Board – Full Term to expire June 30, 2029
2. Valerie Smith	Senior Citizen Housing Corporation Board – Full Term to expire June 30, 2029
3. Christina Silva	Diversity, Equity, and Inclusion Committee – Full Term to expire October 31, 2028
4. Kelly Allen	Diversity, Equity, and Inclusion Committee – Partial Term to expire October 31, 2028
5. Demorrio Wright	Diversity, Equity, and Inclusion Committee – Partial Term to expire October 31, 2028

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance customer service and engagement.

Objective A: El Segundo’s engagement with the community ensures excellence.

PREPARED BY:

Mishia Jennings, Executive Assistant to City Council

REVIEWED BY:

Barbara Voss, Deputy City Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None