



AGENDA *REVISED*

(ADDITION OF ITEMS #15 AND #17)

EL SEGUNDO CITY COUNCIL

REGULAR MEETING

TUESDAY, FEBRUARY 7, 2023

6:00 PM OPEN SESSION

CLOSED SESSION TO IMMEDIATELY FOLLOW OPEN SESSION

CITY COUNCIL CHAMBER

350 MAIN STREET, EL SEGUNDO, CA 90245

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

Tracy Weaver, City Clerk
Matthew Robinson, City Treasurer

Executive Team

Darrell George, City Manager
Barbara Voss, Deputy City Manager
Jaime Bermudez, Police Chief
Michael Allen, Community Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney
Joe Lillio, Chief Financial Officer
Deena Lee, 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 take action 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.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 310-524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CLOSED SESSION – CALL TO ORDER / ROLL CALL

CLOSE SESSION WILL IMMEDIATELY FOLLOW OPEN SESSION

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): -9- MATTER(S))

1. Scott O'Connor (City Police Officer) v. City of El Segundo, United States District Court (Central District of California), Civil Case No. 2:20-CV-0311 DMG (PLAx).
2. Scott Martinez (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court Case No. 21ST CV10637.
3. James Tulette (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 205T, CV44025.
4. Shawn Bonfield Retired (City Fire Department Battalion Chief) v. City of El Segundo, Los Angeles Superior Court Case no. 20ST CV48677.
5. William Hatcher (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV37399.
6. Richard Towne (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV19113.
7. Rebecca Smith (Former Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.
8. Amy McDaniels (Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.

9. Brent Beardmore (City Police Officer) v. City of El Segundo, Los Angeles Superior Court Case No. 22STCV25047.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3): -1- matter.

1. Government Tort Claim Filed by Keith Puckett

Initiation of litigation pursuant to Government Code §54956.9(D)(4): -1- matter.

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -7-MATTER(S)

1. Employee Organizations: Fire Fighters Association (FFA), Police Officers Association (POA), Supervisory Professional Employee Association (SPEA), Professional Support Services Employee Association (PSSEA), City Employees' Association (CEA), Police Managers' Association (PMA), and Management Confidential.

Representative: Irma Moisa Rodriguez, City Manager, Darrell George, Human Resources Director, Rebecca Redyk. Laura Drottz Kalty and Alex Volberding.

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

INVOCATION – TBA

PLEDGE OF ALLEGIANCE – Council Member Baldino

SPECIAL PRESENTATIONS

1. Black History Month
2. Recognition of Citizens' Police Academy Graduates

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)

- Hyperion Water Reclamation Plant Update

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 Regular City Council meeting minutes of January 17, 2023 and Special City Council meeting minutes of January 26, 2023.
2. Alternatively, discuss and take other action related to this item.

4. Warrant Demand Register for December 26, 2022 through January 15, 2023

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 13B, 14A, and 14B: warrant numbers 3043826 through 3044124, and 9002768 through 9002794.
3. Alternatively, discuss and take other action related to this item.

5. Notice of Completion for FY 21-22 Concrete Improvements Project

Recommendation -

1. Accept FY 21-22 Concrete Improvements Project, Project No. PW 21-10, by FS Contractors, Inc., as complete.
2. Authorize and direct the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

6. Pension Obligation 115 Trust Funding Plan Administration and Portfolio Management

Recommendation -

1. Adopt a Resolution authorizing the City Manager to execute agreements to transfer administration and investment management services of the City's Pension Stabilization Trust assets to Shuster Advisory Group, LLC ("Shuster"), transfer Trust assets to Charles Schwab Trust Bank ("Schwab") and name Alta Trust Company ("Alta") as the Directed Trustee.
2. Authorize the trustee and discretionary advisory services to be assigned to Alta Trust Company and Shuster Advisory Group, respectively.
3. Alternatively, discuss and take other action related to this item.

7. Alondra Park Multi-Benefit Stormwater Capture Project Partnership Agreement

Recommendation -

1. Authorize the City Manager to execute a partnership agreement with the County of Los Angeles, City of El Segundo, City of Hawthorne, City of Lawndale, City of Manhattan Beach, and City of Redondo Beach for Alondra Park Multi-Benefit Stormwater Capture Project.
2. Alternatively, discuss and take other action related to this item.

8. Renew Agreement with Insight for Three Years for \$720,103.11 to Provide Microsoft and Office 365 Licenses

Recommendation -

1. Exempt the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to Insight through the County of Riverside Cooperative Purchasing Agreement.
2. Authorize the City Manager to execute a three-year software license agreement with Insight to provide Microsoft and Office 365 licenses for \$240,034.37 per year, totaling \$720,103.11 over the three years.
3. Alternatively, discuss and take other action related to this item.

9. Four-Month Trial and Potential Permanent Implementation of Alternative 4/10 Work Schedule for the Employees Covered Under the Management and Confidential Series of the Administrative Code

Recommendation -

1. Authorize the City Manager to implement a four-month, alternative 4/10 work schedule trial for eligible Management and Confidential employees.
2. Authorize the City Manager to permanently implement the alternative 4/10 work schedule for eligible Management and Confidential employees upon successful conclusion of the four-month trial.
3. Alternatively, discuss and take other action related to this item.

10. Government Finance Officers Association (GFOA) Award for Excellence in Financial Reporting

Recommendation -

1. Receive and file the Government Finance Officers Association award for excellence in financial reporting for the City's Fiscal Year 2020-21 Annual Comprehensive Financial Report.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

11. Adoption of Annual Community Development Block Grant Program Project Selection for 2023-2024

Recommendation -

1. Adopt Resolution approving a new 2023-2024 Community Development Block Grant ("CDBG") Project entitled, "El Segundo Library Park American with Disabilities Act (ADA)-Compliant Pathway Project," and appropriate 2023-2024 CDBG funds estimated at \$62,337, plus prior, unspent CDBG funds in the amount of \$77,802 for a total project budget of \$140,139.
2. Authorize the City Manager, or his designee, to execute all contracts, in a form approved by the City Attorney, with the Los Angeles County Development Authority ("LACDA").
3. Alternatively, discuss and take other possible action related to this item.

D. STAFF PRESENTATIONS

12. Review and Approve City-Owned Walls for Possible Mural Locations as Selected by the Arts and Culture Advisory Committee

Recommendation -

1. Review and approve selected locations for public art murals.
2. Alternatively, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

13. Announce Appointment to the Diversity, Equity, and Inclusion (DEI) Committee

Recommendation -

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

F. REPORTS - CITY CLERK

G. REPORTS - CITY TREASURER

14. Investment Portfolio Report for December 2022

Recommendation -

1. Receive and file the Investment Portfolio Report dated December 2022.
2. Alternatively, discuss and take other action related to this item.

H. REPORTS - COUNCIL MEMBERS

COUNCIL MEMBER BALDINO

15. Discuss Establishing an Ad Hoc City Council Subcommittee to Address Issues Related to the Hyperion Water Reclamation Plant

Recommendation -

1. Approve establishing an Ad Hoc City Council Subcommittee to address issues related to the Hyperion Water Reclamation Plant.
2. Select two City Councilmembers to serve on the Subcommittee.
3. Alternatively, discuss and take other action related to this matter.

COUNCIL MEMBER GIROUX

COUNCIL MEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

16. Assign City Council Members to Serve on Committees for Various Intergovernmental and Local Agencies

Recommendation -

1. Approve and implement assignments.
2. Alternatively, discuss and take other action related to this item.

17. Discuss Retaining a Public Relations Firm to Assist with Communications Related to Hyperion

Recommendation -

1. Approve the retention of a Public Relations Firm to Assist with Communications Related to Hyperion.
2. Alternatively, discuss and take other action related to this matter.

I. REPORTS - CITY ATTORNEY

J. 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

Sandra Jacobs and William Bue

ADJOURNMENT

POSTED:

DATE: February 3, 2023

TIME: 12:00 PM

BY: Tracy Weaver, City Clerk

Proclamation

City of El Segundo, California

- WHEREAS,** Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and
- WHEREAS,** Dr. Woodson initiated Black History Week, February 12, 1926; and for many years, the second week of February, chosen so as to coincide with the birthdays of Frederick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States; and
- WHEREAS,** in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and
- WHEREAS,** such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and unconscious bias.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the month of February 2023 “**BLACK HISTORY MONTH**” and urge all citizens to join together in making this period of rededication to the principles of justice and equality for all people.



Mayor Drew Boyles

*Mayor Pro Tem Chris Pimentel
Council Member Lance Giroux*

*Council Member Carol Pirsztuk
Council Member Ryan Baldino*

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JANUARY 17, 2023

CLOSED SESSION – Mayor Boyles called to order at 4:00 PM.

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOV'T CODE §54956.9(D)(1): -2- MATTER(S)

1. Richard Town (Retired Firefighter) v. City of El Segundo (Workers' Compensation Claim), WCAB Case No. ADJ1166116
2. Rebecca Smith (Former Non-Sworn Police Department Employee) v. City of El Segundo – Binding Arbitration Personnel Case

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d) (2) and (3):-1-matter.

1. Government Tort Claim filed by Keith Puckett

Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter

1. City of Los Angeles (Hyperion Water Reclamation Plant

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (GOV'T CODE §54957.6): -4- MATTER(S)

Employee Organizations: Police Officers' Association (POA)

Agency Designated Representative: Irma Moisa Rodriguez, Laura Drottz Kalty, City Manager, Darrell George, and Human Resources Director, Rebecca Redyk

EL SEGUNDO CITY COUNCIL MEETING MINUTES
JANUARY 17, 2023
PAGE 1

Recessed at 5:50 PM

OPEN SESSION – Mayor Boyles called to order at 6:00 PM

ROLL CALL

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

INVOCATION – Pastor Scott Tannehill, The Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Giroux

SPECIAL PRESENTATIONS:

Chief Deena Lee and Council recognized Captain Nate McElroy and Venessa Arias, Management Analyst with a Courtesy and Service Award for their work on the Spark of Love Toy Drive.

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

Adam Aylesworth, resident, commented on the need for a bike park.

Robin Miskolcze, resident, commented on the Diversity, Equity, and Inclusion Committee.

John Pickhaver, resident, commented on the Diversity, Equity, and Inclusion Committee.

CITY MANAGER FOLLOW-UP COMMENTS:

Darrell George, City Manager and Mark Hensley, City Attorney gave an update on the Hyperion Water Reclamation Plant.

Mark Hensley, City Attorney reported during this time that the City of El Segundo prevailed in a lawsuit with William Hatch, a non-sworn Fire Department former employee. Mr. Hensley stated this lawsuit cost the City \$250,000 to defend.

A. Read all Ordinances and Resolutions on the Agenda by Title Only.

MOTION by Council Member Giroux, SECONDED by Council Member Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOTE. 5/0

B. CONSENT:

1. Approve Regular City Council Meeting minutes of December 20, 2022, and Special City Council Meeting of January 12, 2023
2. Approve warrants demand register for November 28, 2022, through December 25, 2022, numbers 11A, 11B, 12A, and 12B, warrant numbers 3043467 through 3043825 and 9002732 through 9002767. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: \$12,790,750.38 (\$2,270,338.42 in check warrants and \$10,520,411.96 in wire warrants))
3. Authorize the City Manager to execute Janitorial Services Agreement No. 6573 with Coastal Building Services, Inc. for various City buildings and facilities for three years with two, one-year optional renewal terms starting at \$279,376 annually, with capped inflation and minimum wage increases.
(Fiscal Impact: Cost of \$279,376 per year with an annual CPI increase not to exceed 3%, and a minimum wage increase not to exceed an additional 1% per year, only if the minimum wage increases exceed the CPI increase. Funds from budgeted Government Building vacancies will be utilized (included in the Adopted FY 2022-23 Budget)
4. Adopt Resolution No. 5386 to continue the City's utilization of relaxed teleconferencing requirements under the Brown Act.
(Fiscal Impact: None)
5. Authorize the City Manager to execute a Standard Public Works Construction Contract No. 6574 with Sully-Miller Contracting Company for \$6,586,035.30 for the improvements to El Segundo Boulevard from Illinois Street to Isis Avenue and authorize an additional \$700,000 for construction related contingencies for a total authorization of \$7,286,035.30. Project No. PW 23-02.
(Fiscal Impact: City will receive \$4,050,000 in Measure M funds, and \$786,537 in Federal Transportation Earmark Exchange funds from the Los Angeles County Metropolitan Transportation Authority. Funding reserves and appropriations were established at the September 20, 2022, Council meeting)
6. Adopt Resolution No. 5387 updating findings to support local amendments to the 2022 California Building Standards Model Codes pursuant to California Building Standards Commission direction.
(Fiscal Impact: None)

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Pirsztuk approving Consent Agenda items 1, (Mayor Pro Tem Pimentel abstained from this item) 2, 3, 4, 5, and 6. MOTION PASSED BY VOTE. 5/0 (Item #1 vote 4/0)

D. STAFF PRESENTATIONS: *(Items #D8 and #D9 moved forward on the agenda at the request of City Manager, Darrell George)*

8. Factual Response to Police Officers' Association (POA) Communications to the Public
(Fiscal Impact: None)

Darrell George, City Manager, Rebecca Redyk, Human Resources Director, and Jaime Bermudez, Police Chief gave a presentation and answered questions on the item.

Council Discussion

Council consensus to receive and file the response.

9. Urho Saari Swim Stadium ("The Plunge") Project
(Fiscal Impact: Budgeted Amount: \$2,500,000 plus \$2,500,710 (Chevron Contribution - \$500,000, L.A. Chargers Headquarters Agreement - \$2,000,000, \$710 - Interest), for a total of \$5,000,710)
Current Balance: \$4,152,672 (\$848,038 has been encumbered for design)
Approximately \$10.7M is expected to be available for this project in FY 2025-2026 as follows:
- \$4,152,672 - Current balance
 - \$4,500,000 - City General Fund Budget (\$1,500,000 per year for three years – FY 2023-2024 through FY 2025-2026)
 - \$1,000,000 - L.A. Chargers Headquarters (Ordinance #1631) - \$2,000,000 has been paid to date and is included in the current balance above.
 - \$1,000,000 - Provided by ESUSD (Agreement 5586)

Darrell George, City Manager introduced the item.

Elias Sassoon, Public Works Director, Aly Mancini, Recreation, Parks, and Library Director and Janvi Janani and Michael Wahl with IBI Group reported and answered questions on the item.

Council Discussion

Council consensus to receive and file the "business model" for the operations and maintenance of "The Plunge" and move forward with the project.

C. PUBLIC HEARINGS:

7. Adoption of Annual Community Development Block Grant Program Project Selection for 2023-2024
(Fiscal Impact: \$140,139 - included in the adopted FY 2022/23 budget)

Mayor Boyles stated this was time and place for a Public Hearing regarding adopting a resolution approving a new 2023-2024 Community Development Block Grant (CDBG)

Project entitled, “El Segundo Library Park American Disabilities Act (ADA) – Compliant Pathway Project.”

Barbara Voss (sitting in for absent Clerk Weaver) stated that proper notice had been given in a timely manner and that no written communication had been received in the City Clerk’s office.

Tina Gall, Community Development Block Grant (CDBG) Consultant and Michael Allen, Community Development Director reported and answered questions on the item.

Public Input: None

MOTION by Council Member Pirsztuk, SECONDED by Mayor Pro Tem Pimentel to close the public hearing. MOTION PASSED BY UNANIMOUS VOTE. 5/0

Council Discussion

Item to continue to the regular scheduled City Council Meeting of February 7, 2023.

D. STAFF PRESENTATIONS:

10. El Segundo Fire Department 2022 Annual Report
(Fiscal Impact: None)

Deena Lee, Fire Chief reported on the item.

Council Discussion

Council consensus to receive and file the report.

11. Building Forward Library Infrastructure Grant Resolution
(Fiscal Impact: \$185,000)

Aly Mancini, Recreation, Parks, and Library Director gave a presentation on the item.

Council Discussion

Mark Hensley, City Attorney read by title only:

RESOLUTION NO. 5389

A RESOLUTION APPROVING ACCEPTANCE AND
EXECUTION OF SB 129 CALIFORNIA STATE LIBRARY
BUILDING FORWARD INFRASTRUCTURE GRANT
FUNDS FOR EL SEGUNDO PUBLIC LIBRARY REPAIRS
FOR ACCESSIBILITY AND HEALTH.

MOTION by Council Member Baldino, SECONDED by Council Member Giroux approving Resolution No. 5389. MOTION PASSED BY UNANIMOUS VOTE. 5/0

12. Solicitation of Request for Qualifications for Planning, Design and Engineering Services for the Recreation Park Renovation Project
(Fiscal Impact: Included in the adopted FY 2022-23 Budget. No additional appropriation is required. Once the RFQ process is complete, staff will return to City Council with a recommendation to award a contract with the selected consulting firm)

Aly Mancini, Recreation, Parks, and Library Director reported on the item.

Council Discussion

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Pirsztuk authorizing staff to release the Request for Qualifications (RFQ) to solicit interest from qualified professionals for planning, design and engineering services for the Recreation, Parks, and Library Renovation Project. MOTION PASSED BY UNANIMOUS VOTE. 5/0

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS:

F. REPORTS – CITY CLERK – Not present

G. REPORTS – CITY TREASURER – Not present

H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Met with Senator Ben Allen’s office regarding the Hyperion Water Reclamation Plant litigation and asked that Council begin the process of addressing the Business License Tax that will be implemented in 2024.

Council Member Giroux – Announced he will attend the Finance Committee meeting Thursday, January 19, 2023.

Council Member Pirsztuk –

13. Include the Cultural Development Fee Budget on the City Council Finance Subcommittee Agenda

Council Member Pirsztuk reported on the item.

Council Discussion

MOTION by Council Member Pirsztuk, SECONDED by Council Member Giroux approving including the Cultural Development Fee Budget on the City Council Finance Subcommittee agenda. MOTION PASSED BY A VOICE VOTE. 4/1 Yes: Baldino Boyles Giroux Pirsztuk No: Pimentel

Mayor Pro Tem Pimentel – Attending the South Bay Council Of Governments upcoming meeting regarding Transportation and will attend the Sanitation District meeting tomorrow, Wednesday, January 18, 2023.

Mayor Boyles – Attended South Bay Council of Governments Regional meeting.

13. PULLED TO THE FEBRUARY 7, 2023, CITY COUNCIL MEETING
Assign Council Members to Serve on Committees for Various Intergovernmental and Local Agencies

I. REPORTS – CITY ATTORNEY – No report

J. REPORTS/FOLLOW-UP – CITY MANAGER – Mentioned the Finance Meeting will be held on Thursday, not Wednesday of this week. Michael Allen, Community Development Director gave an update regarding the Housing Element.

MEMORIALS – None

Adjourned at 8:31 PM

Tracy Weaver, City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
THURSDAY, JANUARY 26, 2023 – 4:30 PM
TELECONFERENCED MEETING

CALL TO ORDER- Mayor Boyles Pimentel at 4:37 PM

ROLL CALL

Mayor Boyles	-	Present via teleconferencing
Mayor Pro Tem Pimentel	-	Present via teleconferencing
Council Member Pirsztuk	-	Present via teleconferencing
Council Member Giroux	-	Present via teleconferencing
Council Member Baldino	-	Present via teleconferencing

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

SPECIAL ORDER OF BUSINESS:

1. Discuss Previously Interviewed Diversity, Equity, and Inclusion Committee (DEI) Applicants to fill Vacancy Due to a Resignation

Council reviewed and discussed previously interviewed applications/applicants. Council appointed Valerie Green to the Diversity, Equity, and Inclusion Committee (DEI) to a partial term expiring October 31, 2025.

Council will announce the appointment at the 6:00 PM February 6, 2023, regular City Council meeting.

ADJOURNMENT at 4:51 PM

Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Consent

Item Number: B.4

TITLE:

Warrant Demand Register for December 26, 2022 through January 15, 2023

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 13B, 14A, and 14B: warrant numbers 3043826 through 3044124, and 9002768 through 9002794.
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 2022-2023 Adopted Budget. The total of \$5,176,044.03 (\$1,803,511.98 in check warrants and \$3,372,532.05 in wire warrants) are for demands drawn on the FY 2022-2023 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

February 7, 2023

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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

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Joseph Lillio, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 13b summary
2. Register 14a summary
3. Register 14b summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3043826 - 3043947
9002768 - 9002768

DATE OF APPROVAL: AS OF 1/5/2022

REGISTER # 138

001	GENERAL FUND	343,553.36
003	EXPENDABLE TRUST FUND - OTHER	2,021.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	12,812.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	12,901.02
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	108,877.38
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 621 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	19,500.00
121	FEMA	-
122	LAW A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	6,014.21
126	AMP CUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	35,721.05
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	14,650.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
406	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	6,423.97
502	WASTEWATER FUND	4,131.66
503	GOLF COURSE FUND	-
506	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	5,155.00
603	WORKERS COMP. RESERVE INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
704	CULTURAL DEVELOPMENT	5,000.00
708	OUTSIDE SERVICES TRUST	15,114.19
	TOTAL WARRANTS	\$ 591,874.84

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance'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

AP - U = 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

DATE:

CITY MANAGER

DATE:

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

1-10-2023

1-11-23

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 1/5/2022
REGISTER # 13B

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	214.28
1201	City Treasurer	
1300	City Clerk	1,301.99
2101	City Manager	4,658.16
2102	Communications	79.22
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	481.84
2402	Planning	2,970.00
2405	Human and Health Services	956.00
2500	Administrative Services	18,267.02
2601	Government Buildings	19,723.52
2900	Nondepartmental	25,250.64
6100	Library	11,280.19
		85,182.86
PUBLIC SAFETY		
3100	Police	129,972.35
3200	Fire	16,574.34
2403	Building Safety	1,326.85
2404	Ping/Bldg Sfty Administration	84.01
		147,957.55
PUBLIC WORKS		
4101	Engineering	5,496.58
4200	Streets/Park Maintenance	41,833.20
4300	Wastewater	590.59
4601	Equipment Maintenance	835.51
4801	Administration	109.49
		48,865.37
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	63,280.91
5400	Centennial	75.14
		63,356.05
EXPENDITURES		
CAPITAL IMPROVEMENT		14,650.00
ALL OTHER ACCOUNTS		231,863.01
TOTAL WARRANTS		591,874.84

**CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
12/26/22 THROUGH 1/1/23**

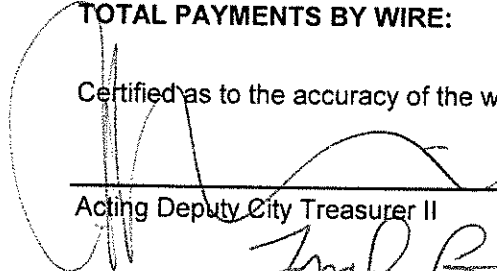
<u>Date</u>	<u>Payee</u>		<u>Description</u>
12/28/2022	Cal Pers	14,869.74	EFT Retirement Safety-Fire-PEPRA New 25020
12/28/2022	Cal Pers	31,294.64	EFT Retirement Safety-Police-PEPRA New 25021
12/28/2022	Cal Pers	43,400.19	EFT Retirement Misc - PEPRA New 26013
12/28/2022	Cal Pers	18,505.29	EFT Retirement Misc - Classic 27
12/28/2022	Cal Pers	67,312.11	EFT Retirement Safety Police Classic - 1st Tier 28
12/28/2022	Cal Pers	52,230.56	EFT Retirement Safety Fire- Classic 30168
12/28/2022	Cal Pers	7,973.74	EFT Retirement Sfty Police Classic-2nd Tier 30169
12/19/22-12/25/22	Workers Comp Activity	4,591.40	SCRMA checks issued
12/19/22-12/25/22	Liability Trust - Claims	50,866.69	Claim checks issued/(voided)
12/19/22-12/25/22	Retiree Health Insurance	9,075.37	Health Reimbursement checks issued
12/19/22-12/25/22	Flexible Spending Account		Employee Health and DCA card charges
		<u>300,119.73</u>	

DATE OF RATIFICATION: 1/5/23

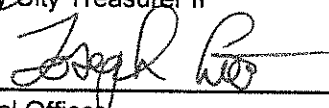
TOTAL PAYMENTS BY WIRE:

300,119.73

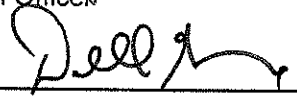
Certified as to the accuracy of the wire transfers by:


Acting Deputy City Treasurer II

1/5/2023
Date


Chief Financial Officer

1-10-2023
Date


City Manager

1-11-23
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

3043948 - 3044031
9002769 - 9002793

DATE OF APPROVAL: AS OF 1/12/2022

REGISTER # 14A

001	GENERAL FUND	369,568.35
003	EXPENDABLE TRUST FUND - OTHER	1,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	7.05
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	734.00
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	TDARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
120	C.O.P.S. FUND	-
121	FEMA	-
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	371.89
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	130,531.27
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	11,225.84
502	WASTEWATER FUND	30,353.91
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	42.24
603	WORKERS COMP. RESERVE/INSURANCE	482.67
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	66,312.28
704	CULTURAL DEVELOPMENT	18,380.52
706	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	\$ 629,510.00

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Information on actual expenditures is available in the Director of Finance'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

AP - U = 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

DATE:

Joseph Lee
1-19-2023

CITY MANAGER

DATE:

Debra
1-21-23

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 1/12/2022
REGISTER # 14A

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	626.61
1201	City Treasurer	171.49
1300	City Clerk	1,806.39
2101	City Manager	444.62
2102	Communications	784.00
2103	El Segundo Media	1,159.72
2201	City Attorney	
2401	Economic Development	39,194.73
2402	Planning	276.52
2405	Human and Health Services	
2500	Administrative Services	106,956.68
2601	Government Buildings	38,605.98
2900	Nondepartmental	6,024.48
6100	Library	16,925.07
		212,976.29
PUBLIC SAFETY		
3100	Police	14,903.13
3200	Fire	11,635.18
2403	Building Safety	8.58
2404	Plng/Bldg Sfty Administration	209.50
		26,756.39
PUBLIC WORKS		
4101	Engineering	6,894.78
4200	Streets/Park Maintenance	27,495.21
4300	Wastewater	14,617.33
4601	Equipment Maintenance	8,960.75
4801	Administration	200.00
		58,168.07
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	11,097.73
5400	Centennial	111.65
		11,209.38
EXPENDITURES		
	CAPITAL IMPROVEMENT	136,517.25
	ALL OTHER ACCOUNTS	183,882.62
	TOTAL WARRANTS	629,510.00

CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
1/2/23 THROUGH 1/9/23

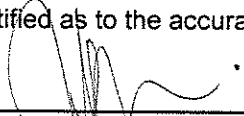
<u>Date</u>	<u>Payee</u>		<u>Description</u>
	Mission Square	86,816.72	457 payment Vantagepoint
	Mission Square	1,038.46	401(a) payment Vantagepoint
	Mission Square	2,896.95	401(a) payment Vantagepoint
	Mission Square	300.00	IRA payment Vantagepoint
	ExpertPay	2,720.76	EFT Child support payment
12/19/22-12/25/22	Workers Comp Activity	49,545.87	SCRMA checks issued
12/19/22-12/25/22	Liability Trust - Claims	-	Claim checks issued/(voided)
12/19/22-12/25/22	Retiree Health Insurance	-	Health Reimbursement checks issued
12/19/22-12/25/22	Flexible Spending Account		Employee Health and DCA card charges
		<u>143,318.76</u>	

DATE OF RATIFICATION: 1/12/23

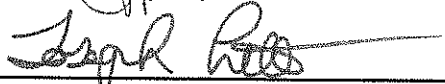
TOTAL PAYMENTS BY WIRE:

143,318.76

Certified as to the accuracy of the wire transfers by:


 Acting Deputy City Treasurer II

1/12/2023
 Date


 Chief Financial Officer

1-19-2023
 Date


 City Manager

1-21-23
 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

3044032 - 3044124
9002794 - 9002794

DATE OF APPROVAL: AS OF 1/19/2022

REGISTER # 14B

001	GENERAL FUND	301,580.07
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	5,130.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	230.14
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	2,240.00
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	-
120	C.O.P.S. FUND	-
121	FEMA	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP CUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE "M"	106,837.00
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "S"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	13,130.58
502	WASTEWATER FUND	148,172.72
503	GOLF COURSE FUND	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	2,816.63
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
704	CULTURAL DEVELOPMENT	-
708	OUTSIDE SERVICES TRUST	1,990.00

TOTAL WARRANTS \$ 582,127.14

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

CHIEF FINANCIAL OFFICER

DATE:

CITY MANAGER

DATE:

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

Joseph Riles
1-23-2023

[Signature]
1-24-23

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 1/19/2022
REGISTER # 14B

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	
1300	City Clerk	168.00
2101	City Manager	
2102	Communications	6,208.25
2103	El Segundo Media	
2201	City Attorney	1,593.08
2401	Economic Development	6,332.25
2402	Planning	
2405	Human and Health Services	1,040.00
2500	Administrative Services	13,262.70
2601	Government Buildings	28,441.58
2900	Nondepartmental	1,227.94
6100	Library	
		58,273.80
PUBLIC SAFETY		
3100	Police	45,727.66
3200	Fire	25,733.65
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	
		71,461.31
PUBLIC WORKS		
4101	Engineering	2,813.98
4200	Streets/Park Maintenance	23,851.44
4300	Wastewater	235.98
4601	Equipment Maintenance	13,267.37
4801	Administration	
		40,168.77
COMMUNITY SERVICES		
5100,5200	Recreation & Parks	103,349.06
5400	Centennial	1,911.00
		105,260.06
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		306,963.20
TOTAL WARRANTS		582,127.14

CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
1/10/23 THROUGH 1/15/23

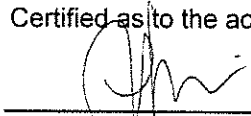
<u>Date</u>	<u>Payee</u>		<u>Description</u>
1/10/2023	Cal Pers	617,792.55	EFT Health Insurance Payment
1/10/2023	West Basin	2,017,637.63	H2O payment
1/11/2023	Cal Pers (Holiday Pay)	14,006.26	EFT Retirement Safety-Fire-PEPRA New 25020
1/11/2023	Cal Pers (Holiday Pay)	28,429.95	EFT Retirement Safety-Police-PEPRA New 25021
1/11/2023	Cal Pers (Holiday Pay)	40,036.25	EFT Retirement Misc - PEPRA New 26013
1/11/2023	Cal Pers (Holiday Pay)	34,040.87	EFT Retirement Misc - Classic 27
1/11/2023	Cal Pers (Holiday Pay)	62,258.70	EFT Retirement Safety Police Classic - 1st Tier 28
1/11/2023	Cal Pers (Holiday Pay)	49,895.34	EFT Retirement Safety Fire- Classic 30168
1/11/2023	Cal Pers (Holiday Pay)	7,421.50	EFT Retirement Sfty Police Classic-2nd Tier 30169
1/11/2023	Cal Pers	1,664.25	EFT Retirement Misc - PEPRA New 26013
1/12/2023	California EDD	432.17	Reconciliation payment
12/19/22-12/25/22	Workers Comp Activity	4,591.40	SCRMA checks issued
12/19/22-12/25/22	Liability Trust - Claims	50,886.69	Claim checks issued/(voided)
12/19/22-12/25/22	Retiree Health Insurance	-	Health Reimbursement checks issued
12/19/22-12/25/22	Flexible Spending Account		Employee Health and DCA card charges
		<u>2,929,093.56</u>	

DATE OF RATIFICATION: 1/20/23

TOTAL PAYMENTS BY WIRE:

2,929,093.56

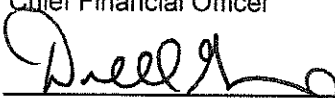
Certified as to the accuracy of the wire transfers by:


 Acting Deputy City Treasurer II

1/20/2023
 Date


 Chief Financial Officer

1-23-2023
 Date


 City Manager

1-24-23
 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: February 7, 2023

Agenda Heading: Consent

Item Number: B.5

TITLE:

Notice of Completion for FY 21-22 Concrete Improvements Project

RECOMMENDATION:

1. Accept FY 21-22 Concrete Improvements Project, Project No. PW 21-10, by FS Contractors, Inc., as complete.
2. Authorize and direct the City Clerk to file a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The fiscal impact of the project is \$291,301.60 from Measure M funding.

Amount Budgeted: \$300,000

Additional Appropriation: None.

Account Number(s): 127-400-0000-8382 (Measure M)

BACKGROUND:

The Public Works Department administers an annual concrete improvements program to repair defective sidewalks, curbs and gutters throughout the City. The program eliminates potential trip hazards, ensures public safety, and restores proper drainage flows affected by the defective areas. On January 18, 2022, City Council approved awarding a standard Public Works construction contract to FS Contractors, Inc. for \$250,981 for the FY2021-22 Annual Concrete Improvements Project, and authorized an additional \$49,000 for construction contingencies (the "Project").

DISCUSSION:

FS Contractors, Inc. began construction of this Project and performed the necessary

Notice of Completion FY 21-22 Concrete Project

February 7, 2023

Page 2 of 2

work for the 80 locations throughout the city on March 21, 2022, and completed the work by December 16, 2022 in accordance with the approved plans and specifications and to the City's satisfaction. The Project was completed within budget and unspent funds will be returned to source for future projects.

Staff recommends that City Council approve the recommended actions as noted.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

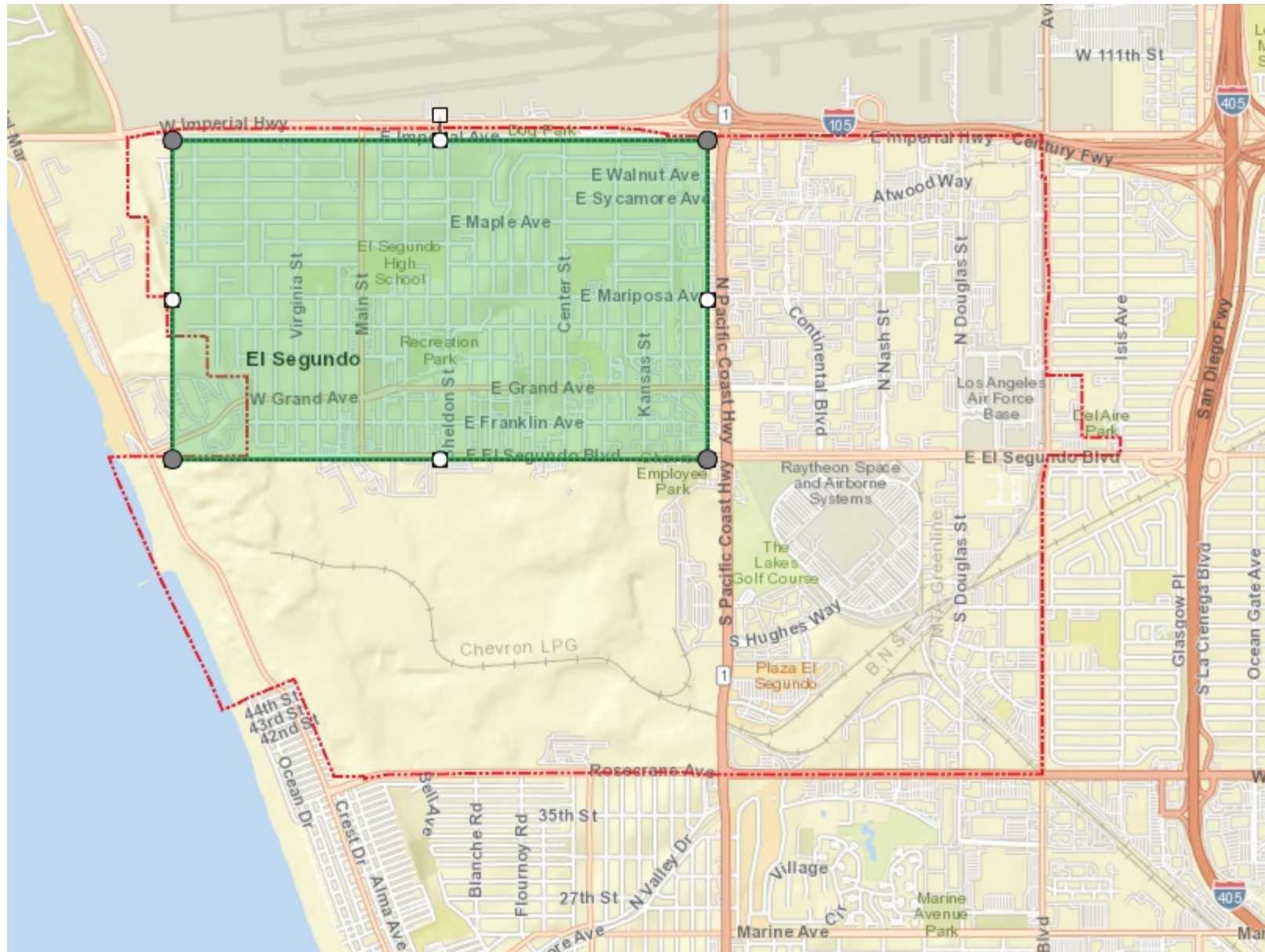
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 21-10
2. Location Map PW 21-10
3. Notice of Completion PW 21-10
4. Before and After Pictures PW 21-10



Vicinity Map

PW 21-10: FY 21/22 Annual Concrete Improvements



6,018.7 0 3,009.33 6,018.7 Feet

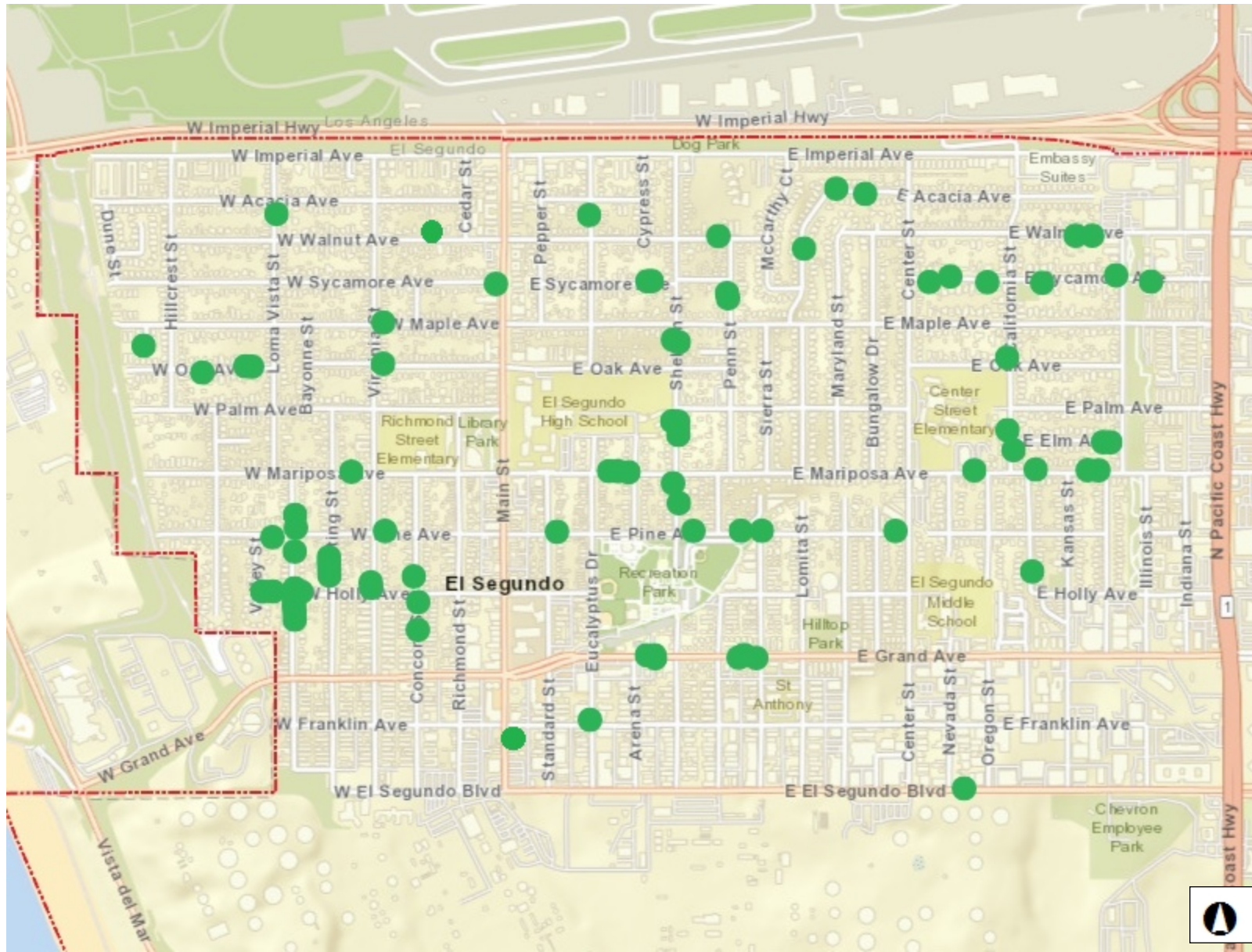
WGS_1984_Web_Mercator_Auxiliary_Sphere

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.



Location Map

PW 21-10: FY 21/22 Annual Concrete Improvements Project



Legend

- City Boundary
- Concrete Repair Areas

Notes

3,009.3 0 1,504.66 3,009.3 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.

**Recording Requested by
and When Recorded Mail To:**

**City Clerk, City Hall
350 Main Street
El Segundo, CA 90245**

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: FY 21/22 Concrete Improvements Project

Project No. PW 21-10

Contract No. 6255

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described.
2. The full name of the owner is: City of El Segundo
3. The full address of the owner is: City Hall, 350 Main Street, El Segundo, CA, 90245
4. The nature of the interest of the owner is: Public Facilities
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on December 15, 2022. The work done was: Concrete Improvements Project
6. On February 7, 2023, City Council of the City of El Segundo accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: FS Contractors, Inc.
8. The property on which said work of improvement was completed is in the City of El Segundo, County of Los Angeles, State of California, and is described as follows:
 - Various locations citywide
9. The street address of said property is: None

Dated: _____

Elias Sassoon
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Director of Public Works of the City El Segundo, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on _____, 2023 at El Segundo, California.

Elias Sassoon
Public Works Director

PW 21-10 FY 21/22 Concrete Improvements Project Before and After Pictures

Before: 140 and 150 Main Street



After:



Before: 231 E. Franklin, unused driveway approach on Eucalyptus side



After:



Before: 645 W. Oak unused driveway approach



After:



Before: 1003 E. Pine uplifted sidewalk



After:



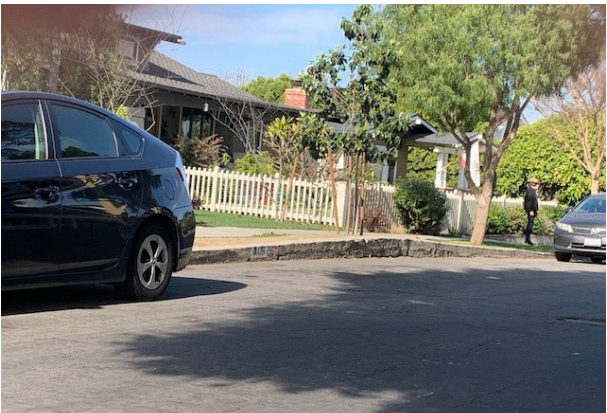
Before: 1205 El Segundo Blvd. missing sidewalk



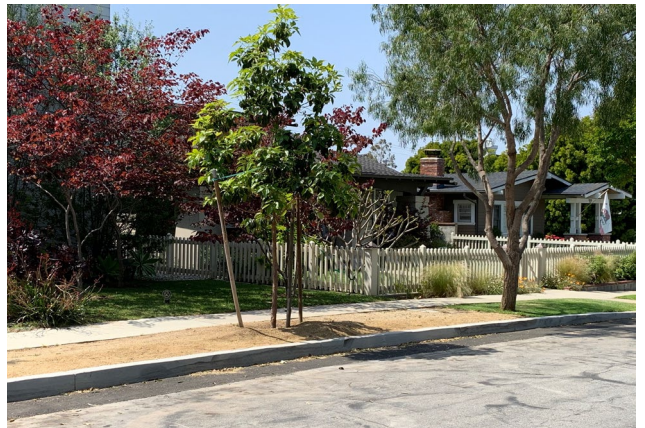
After:



Before: 409 Virginia St. uplifted curb.



After:



Before: 423 Whiting St. asphalt curb in front of the new tree, non-straight curb



After:





City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Consent

Item Number: B.6

TITLE:

Pension Obligation 115 Trust Funding Plan Administration and Portfolio Management

RECOMMENDATION:

1. Adopt a Resolution authorizing the City Manager to execute agreements to transfer administration and investment management services of the City's Pension Stabilization Trust assets to Shuster Advisory Group, LLC ("Shuster"), transfer Trust assets to Charles Schwab Trust Bank ("Schwab") and name Alta Trust Company ("Alta") as the Directed Trustee.
2. Authorize the trustee and discretionary advisory services to be assigned to Alta Trust Company and Shuster Advisory Group, respectively.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 22-23 Budget

Amount Budgeted: \$79,000

Additional Appropriation: N/A

Account Number(s): 001-400-2901-4209 (General Fund, non-Departmental, 115 Trust Expense)

Savings to the City by reduction in fees of approximately \$14,000 in the first year, an estimated \$218,000 in savings over 10 years, \$709,000 over 20 years, and \$1.7 million over 30 years. These results assume there are no fee changes, both programs earn an average 6% gross rate of return, and \$4,612,288 of pension stabilization assets as of August 31, 2022. Future contributions by the City will only increase the comparative savings.

Pension Obligation 115 Trust Funding Plan Admin

February 7, 2023

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BACKGROUND:

The City Council originally adopted the Shuster Multiple Employer OPEB/Pension 115 Trust on December 6, 2022 (Exhibit A), with Resolution No. 5379. Public Agency Retirement Services ("PARS") requested a change to the effective date of terminating the PARS plan by allowing for additional time. The termination date referenced in Resolution No. 5379 was January 31, 2023. Staff has revised the termination date to April 30, 2023, in the attached revised resolution. If approved by City Council, Resolution No. 5379 is hereby rescinded and the attached resolution shall supersede and replace Resolution No. 5379 in its entirety. This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

DISCUSSION:

Finance Committee

On February 23, 2022, the Finance Committee and City staff heard a presentation from Shuster on alternative investment options for the OPEB and Pension Trusts. Present were Councilmember Giroux, Councilmember Pirsztuk, Treasurer Robinson, and City staff. Shuster explained the reduction in fees, improved fund lineup, and greater investment flexibility the City could have with exiting the PARS and CalPERS Trusts and transitioning to a more competitive free market competitor in the investment Trust space. The Finance Committee supported the idea of exiting the PARS Trust. Staff recommended implementing the transition as described in the recommendation section, which City Council did on December 6, 2022. However, PARS has communicated to the City that the implementation date of January 31, 2023 that was included in the December 6, 2022, resolution will not be sufficient time for this financial transition and request the City re-adopt the action with a longer lead time. The attached resolution rescinds the original adopted Resolution No. 5379, from December 6, 2022, and provides a greater timeline for the transition of investments to be completed by April 30, 2023.

Staff recommends that City Council authorize and direct the City Manager to terminate the contracts and agreements with PARS/U.S. Bank and enter into agreements with Shuster, Charles Schwab Trust Bank, and Alta Trust Company to provide the Section 115 Trust account(s).

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

Pension Obligation 115 Trust Funding Plan Admin

February 7, 2023

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PREPARED BY:

Joseph Lillio, Chief Financial Officer

REVIEWED BY:

Joseph Lillio, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Revised Pension Trust Funding Resolution
2. December 6, 2022 City Council Meeting Staff Report

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE ADOPTION OF THE MULTIPLE
EMPLOYER OPEB/PENSION SECTION 115 TRUST AND
AUTHORIZING THE RELATED ENGAGEMENT OF SECTION 115
TRUSTEE AND DISCRETIONARY ADVISORY SERVICES.**

The City of El Segundo does resolve as follows:

SECTION 1. *Findings.* The City Council finds and declares as follows:

- A. The City of El Segundo ("City") is eligible to participate in a tax-exempt, multiple employer other post-employment benefits ("OPEB")/trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code ("Section 115"), as amended, and the regulations issued thereunder.
- B. Shuster Advisory Group, LLC ("Shuster") has made available a Section 115 Trust ("Trust") for the purpose of pre-funding pension obligations.
- C. Alta Trust Company satisfies Section 115 trustee requirements.
- D. All qualified assets currently held in the City's Public Agency Retirement Services ("PARS") Public Agencies Post-Employment Benefit Trust are irrevocably dedicated to prefunding the City's pension obligations.
- E. The City's adoption and operation of the Trust has no effect on any current or former employee's entitlement to post-employment benefits.
- F. The terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Trust.
- G. The City Council has prudently set aside funds for pre-funding of pension obligations.
- H. The City's funding of the Trust does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right.
- I. The City reserves the right to make contributions, if any, to the Trust.
- J. On December 6, 2022, the City Council adopted Resolution No. 5379 to convert the City's Trust-related services from PARS/US Bank, N.A. ("U.S. Bank") to Shuster, Charles Schwab Trust Bank ("Charles Schwab"), and Alta Trust Company ("Alta").
- K. City staff has since learned, however, that PARS and U.S. Bank require additional time to effectuate the transfer of Trust assets, and the City Council seeks to adopt this Resolution to allow additional time to allow for such

transfer and conversion in Trust-related services.

SECTION 2. *Approval; Authorization.*

- A. The City Council adopts Shuster's Trust, effective February 7, 2023, and the text of the Section 115 Trust is on file with the City's Finance Department.
- B. Subject to this Resolution's terms, the City Council reauthorizes the termination of the City's Trust-related PARS Public Agencies Post-Employment Benefits Trust Program, all services, administration, and investment contracts with PARS and US Bank, N.A ("U.S. Bank"), including U.S. Bank's service as trustee for the Trust.
- C. The City Council reauthorizes the appointment of Alta as successor trustee for the Trust and Charles Schwab as custodian of the Trust's assets, upon the acceptance of the appointments by both Alta and Charles Schwab.
- D. The City Council recertifies that the Alta satisfies the requirements of Section 115 and that all assets held by the Trust will qualify as "plan assets" that are irrevocably dedicated to the prefunding of City pension obligations.
- E. The City Council reauthorizes the liquidation to effectuate the transfer of all Trust assets to Charles Schwab, as soon as administratively practicable.
- F. Upon the complete transfer of all Trust assets on or prior to April 30, 2023, PARS is removed as Trust administrator and U.S. Bank is removed as Trustee.
- G. The City Council appoints the City Manager, or designee, as the City's Trust Administrator.
- H. The City Manager, or designee is hereby authorized to execute the legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City's participation in the Trust and to maintain compliance with any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City's Trust and carry out this Resolution's terms, approvals, and authorizations.

SECTION 3. *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. *Signature Authority.* The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 5. *Effective Date.* Resolution No. 5379, adopted December 6, 2022, is hereby rescinded and this Resolution will supersede and replace Resolution No. 5379 in its entirety. This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 6. *City Clerk Direction.* The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED AND ADOPTED this 7th day of February 2023.

Drew Boyles,
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. ____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 7th day of February, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

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

Joaquin Vazquez, Assistant City Attorney



City Council Agenda Statement

Meeting Date: December 6, 2022

Agenda Heading: Consent

Item Number: B.8

TITLE:

Pension Obligation 115 Trust Funding Plan Administration and Portfolio Management

RECOMMENDATION:

1. Adopt a Resolution authorizing the City Manager to execute agreements to transfer administration and investment management services of the City's Pension Stabilization Trust assets to Shuster Advisory Group, LLC ("Shuster"), transfer Trust assets to Charles Schwab Trust Bank ("Schwab") and name Alta Trust Company ("Alta") as the Directed Trustee.
2. Authorize the trustee and discretionary advisory services to be assigned to Alta Trust Company and Shuster Advisory Group, respectively.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2022/23 Budget

Amount Budgeted: \$79,000

Additional Appropriation: N/A

Account Number(s): 001-400-2901-4209 (General Fund, non-Departmental, 115 Trust Expense)

Savings to the City by reduction in fees of approximately \$14,000 in the first year, an estimated \$218,000 in savings over 10-years, \$709,000 over 20-years, and \$1.7 million over 30-years. These results assume there are no fee changes, both programs earn an average 6% gross rate of return, and \$4,612,288 of pension stabilization assets as of August 31, 2022. Future contributions by the city will only increase the comparative savings.

BACKGROUND:

Section 115 Trusts

Pension Obligation 115 Trust Funding Plan Admin

December 6, 2022

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Assets in a 115 Trust are irrevocably committed for the government function specific in the applicable trust agreement. Additionally, monies held in such trusts can be invested in accordance with the rules governing those trusts, which are different than the investment rules for the City's pooled investments. Investment restrictions that apply to the general fund of a City (CA Government Code 53601) do not apply to the assets held in an Irrevocable Section 115 Trust, thus allowing for more flexibility in the investment strategy. Setting aside funds in a Section 115 Trust can potentially earn a higher rate of return than funds invested within 53601 guidelines.

In November 2017, the City approved opening a section 115 trust ("Pension Trust") with Public Agency Retirement Services ("PARS") to help fund the City's long-term pension liabilities with CalPERS. This was part of City Council's multi-faceted approach, which came out of the Council's Pension ad-hoc Committee, to strategically address rising pension costs. The City initially funded the Pension Trust with \$1 million in April 2018. The City funded an additional \$3,015,000 in contributions over the course of fiscal years 2018-19 through 2019-20, for total contributions of \$4,015,000. The balance in the Pension Trust as of August 31, 2022, was \$4,612,228.

In 2019, the City engaged Shuster as the retirement plan consultant and investment fiduciary for our 457(b) and 401(a) plans. Shuster issued a Request for Information (RFI) to our incumbent record-keepers and completed a comprehensive review of our plans, identifying that the fees for record-keeping and administration were high and not transparent, and the quality of the investment menu needed improvement. Based on the information obtained through the RFI, Shuster subsequently conducted a Request for Proposal (RFP) for administration and recordkeeping services for the Plans. The results of the RFP proved that by consolidating to a single recordkeeper, our administration and record-keeping fees could significantly be reduced, and the city could implement an open architecture investment menu and fee transparent platform benefiting participants. The city decided to consolidate assets with a single recordkeeper at a 93% negotiated reduction in record keeping costs. Also, Shuster negotiated a higher crediting rate for the safety of principal investment option, implemented an improved investment menu for plan participants and implemented a comprehensive fiduciary oversight process. Since the transition in January of 2020, employee participants in the Plan as a whole have saved approximately \$836,000 from the reduction in recordkeeping fees alone. This enhancement does not consider any financial gains from improved investments. At the time of conversion, the positive impact to participants due to the combination of the fee reduction and increased interest rate was estimated to be approximately \$242,000 over a one-year period, so the actual savings, (~\$1M) have exceeded the original estimate. The projected fee savings due to the reduction is estimated to be \$6.1 million over 10-years, \$13.2 million over 20-years, and \$26.0 million over 30-years.

Similar to that effort, staff has been evaluating a change regarding its current administration of our 115 Trust account for Pension Stabilization funds away from PARS/U.S. Bank. In short, the change is expected to result in a reduction in fees of approximately \$218,000 over 10-Years, \$709,000 over 20-Years, and \$1.7 million over

Pension Obligation 115 Trust Funding Plan Admin

December 6, 2022

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30-Years, assuming both programs earned an average 6% gross rate of return, a beginning value of \$4.6 million, and no change in fee structures. The costs associated with the PARS/U.S. Bank Pension Rate Stabilization Program are significantly higher than the solutions offered by Shuster Advisory Group, LLC, which provides an 50% reduction from the current PARS/U.S. Bank program. Additionally, Shuster Advisory Group will provide ten investment strategies that combine both active and passive (index) investment solutions to take advantage of the optimum mix of investments from both an investment return and cost perspective.

The City of El Segundo (City) has two Trust Accounts for the purpose of funding certain retiree obligations. The funds for retiree medical liability (other post-employment benefits {OPEB}) are currently administered by California Public Employees' Retirement System (CalPERS) and assets are held by State Street Bank (State Street). The funds for future Pension Liability (Pension) are currently administered by Public Agency Retirement Services (PARS), assets are held by U.S. Bank National Association (U.S. Bank) and managed by HighMark Capital Management, Inc. a subsidiary of U.S. Bank. In total the city has \$28,758,290 as of June 30, 2022, with CalPERS and \$4,612,228 as of August 31, 2022, with PARS/U.S. Bank (\$33,370,518 in total). After a review of the current fee structure and investment portfolios, it was determined that significant savings (a 50% reduction from the current PARS/U.S. Bank fees) in addition to improved investment flexibility, customization, transparency, and service could be achieved by transferring the Pension Stabilization Trust administration and portfolio management from PARS to a different provider. The provider recommended, Shuster Advisory Group, LLC, is the same firm that took over fiduciary responsibilities of the employees' 457(b) deferred compensation account in January of 2020 as well as the 401(a) plan. Through that change, employees, participants, and retirees have realized significant savings on the fees of those accounts. The OPEB Trust is recommended to remain with CalPERS for now due to the low investment fee of 0.10%. The OPEB Trust will be evaluated on an annual basis by staff and if the analysis supports moving the OPEB Trust into an alternative investment vehicle, this recommendation will be brought back to City Council.

DISCUSSION:

Finance Committee

On February 23, 2022, the Finance Committee and City staff heard a presentation from Shuster Advisory Group on alternative investment options for the OPEB and Pension Trusts. Present were Councilmember Giroux, Councilmember Pirsztuk, Treasurer Robinson, and City staff. Shuster explained the reduction in fees, improved fund lineup, and greater investment flexibility the City could have with exiting the PARS and CalPERS Trusts and transitioning to a more competitive free market competitor in the investment Trust space. The Finance Committee supported the idea of exiting the PARS Trust. Staff is now recommending implementing the transition as described in the

recommendation section.

Public Agency Retirement Services (PARS) and U.S. Bank

The PARS/U.S. Bank option for OPEB and Pension Stabilization is the Public Agencies Post-Employment Benefits Trust, a multiple employer trust arrangement which cities adopt the Trust to hold assets. It is important to note that although PARS provides services to public agencies, PARS is not a public agency or public retirement system. PARS provides trust administration for the PARS Post-Retirement Healthcare Plan and the PARS Pension Rate Stabilization Program, both held in the same Public Agencies Post-Employment Benefits Trust. The advisor to the PARS investment portfolios is U.S. Bank and HighMark Capital Management serves as the sub-advisor to U.S. Bank, managing the portfolios. U.S. Bank also serves as Trustee for the multiple employer trust. The fees for PARS administrative services and U.S. Bank trust and investment advisory services are separate fees, both a tiered structure based on assets. The PARS/U.S. Bank program generally provides five HighMark active investment strategies and another five portfolios of the same strategies, but as passive (index) strategies. PARS/U.S. Bank also offers the opportunity for custom investment portfolios for potentially an additional cost.

Shuster Advisory Group, LLC

Shuster Advisory Group, LLC (Shuster) is an independent investment advisory firm and fiduciary. They provide governmental and institutional retirement plan consulting services as well as private wealth management. Shuster is a SEC-Registered Investment Advisor with over \$5 billion in assets under management focusing on serving the unique needs of governmental agencies and special districts serving over 60 cities, agencies and public entities. Shuster serves as fiduciary to plan investments and provides investment selection, monitoring and management.

Shuster serves currently as the fiduciary investment advisor and plan consultant for our 457(b) Deferred Compensation Plan and 401(a) Defined Contribution Plan. Shuster entered the public retirement plan sector after analyzing the sector and realizing that cities and agencies were being underserved and over-charged for their retirement plans, directly impacting the supplemental retirement savings of city employees. Hiring Shuster Advisory Group for these services resulted in a 50% reduction in total plan costs for the 457(b) and 401(a) plans in addition to a significant improvement in the quality of the investments available in the retirement plan. In addition to the positive financial impact to the 457(b) and 401(a) plans and negotiation skills, Shuster Advisory Group continues to execute a service model that far exceeds the services the City is currently receiving from PARS/U.S. Bank and CalPERS. The services provided by Shuster Advisory Group are unique with a low-cost transparent structure, high-end service, fiduciary services and investment management. Shuster Advisory Group has

Pension Obligation 115 Trust Funding Plan Admin

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proven to be responsive, analytical, and a true partner to the city.

Shuster Advisory Group has conducted the same analysis of the Section 115 Trust programs available to cities and agencies and again determined that the cities were being over-charged and underserved, which has a direct result on the taxpayer-funded savings that a city is putting aside for their future obligations. Shuster also found that the programs available lacked investment flexibility, customization, transparency, and high-level customer service. As a result, Shuster created and offers a Section 115 Trust program that provides cities with the services they are lacking at a fraction of the cost currently being paid. With Shuster's ongoing oversight and exceptional service model, Staff expects similar results with the 115 Trust as experienced with the 457(b) and 401(a) plans.

Staff recommends that City Council authorize and direct the City Manager to terminate the contracts and agreements with PARS/U.S. Bank and enter into the attached agreements with Shuster Advisory Group LLC, Charles Schwab Trust Bank, and Alta Trust Company to provide the 115 Trust account(s).

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Joseph Lillio, Chief Financial Officer

REVIEWED BY:

Joseph Lillio, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Pension Trust Funding Resolution

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE ADOPTION OF THE MULTIPLE
EMPLOYER OPEB/PENSION 115 TRUST.**

The City of El Segundo does resolve as follows:

SECTION 1. *Findings.* The City Council finds and declares as follows:

- A. Shuster Advisory Group, LLC (“Shuster”) has made available Pension 115 Trust (“Trust”) for the purpose of pre-funding pension obligations.
- B. The City of El Segundo (“City”) is eligible to participate in a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the state’s relevant statutory provisions.
- C. Alta Trust Company satisfies the Trustee requirements under IRS section 115.
- D. All qualified assets currently held in the City’s Public Agency Retirement Services (“PARS”) Public Agencies Post-Employment Benefit Trust are irrevocably dedicated to prefunding the City’s Pension obligations.
- E. The City’s adoption and operation of the Trust has no effect on any current or former employee’s entitlement to post-employment benefits.
- F. The terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Trust.
- G. The City Council has prudently set aside funds for pre-funding of pension obligations.
- H. The City’s funding of the Trust does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right.
- I. The City reserves the right to make contributions, if any, to the Trust.

SECTION 2. *Approval; Authorization.*

- A. The City Council adopts the Shuster Multiple Employer OPEB/Pension 115 Trust, effective December 6, 2022.

- B. The City Council authorizes the termination of the City of El Segundo PARS Public Agencies Post-Employment Benefits Trust Program, all services, administration, and investment contracts with PARS and US Bank, N.A (“U.S. Bank”), including the services of U.S. Bank as Trustee.
- C. The City Council authorizes the appointment of Alta Trust Company as successor Trustee and Charles Schwab Trust Bank as custodian of the assets. The transfer of assets is contingent upon the acceptance of the successor Trustee and custodian.
- D. The City Council certifies that the successor trust satisfies the requirements of Section 115 of the Internal Revenue Code and that all assets held by that trust shall qualify as “plan assets” that are irrevocably dedicated to the prefunding of Pension obligations.
- E. The City Council authorizes the liquidation to effectuate the transfer of all assets to Charles Schwab Trust Bank, as soon as administratively practicable
- F. Upon the complete transfer of all assets on or around January 31, 2023, or earlier, PARS is removed as trust administrator and U.S. Bank is removed as Trustee.
- G. The City Council appoints the City Manager, or his/her successor or his/her designee as the City’s Administrator for the Trust.
- H. The City’s Administrator is hereby authorized to execute the legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City’s participation in the Trust and to maintain compliance with any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City’s Trust.

SECTION 3. *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. *Electronic Signatures.* This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5. *Signature Authority.* The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 6. *Effective Date.* This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7. *City Clerk Direction.* The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED AND ADOPTED this 6th day of December 2022.

Drew Boyles,
Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 6th day of December, 2022, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tracy Weaver, City Clerk

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

Joaquin Vazquez, Assistant City Attorney



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Consent

Item Number: B.7

TITLE:

Alondra Park Multi-Benefit Stormwater Capture Project Partnership Agreement

RECOMMENDATION:

1. Authorize the City Manager to execute a partnership agreement with the County of Los Angeles, City of El Segundo, City of Hawthorne, City of Lawndale, City of Manhattan Beach, and City of Redondo Beach for Alondra Park Multi-Benefit Stormwater Capture Project.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Fiscal impacts are only related to ongoing maintenance and operations costs, which are estimated to be \$50,000 per year once construction is complete. Funds from Measure W (safe clean water local return fund) will be used to cover future maintenance related costs. All parties will enter into a separate operations and maintenance agreement at a future date. There will be no fiscal impact related to construction costs.

BACKGROUND:

In response to the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit, Order No. R4-2021-0105, the Dominguez Channel Watershed Management Group (DC WMG) was formed to implement the MS4 Permit requirements on a watershed scale. The DC WMG is comprised of the County of Los Angeles (County), Los Angeles County Flood Control District (LACFCD), and the cities of Carson, El Segundo, Hawthorne, Inglewood, Lawndale, Lomita, and Los Angeles (including the Port of Los Angeles). The DC WMG, through a cooperative and collaborative process, subsequently developed an Enhanced Watershed Management Program (EWMP), known as the revised Watershed Management Program (WMP) based on Best Management Practices for implementation to address the water quality objectives for the region.

Alondra Park Multi-Benefit Stormwater Capture Project Partnership Agreement

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The Alondra Park Multi-Benefit Stormwater Capture Project, which was ranked as one of the top projects in the Dominguez Channel Watershed, is owned by the County of Los Angeles, and is located just outside the City of Lawndale. Municipalities in the DC WMG that are tributary to this location include the County of Los Angeles and the cities of El Segundo, Hawthorne, and Lawndale. The cities of Manhattan Beach and Redondo Beach are not part of the DC WMG, but are in the nearby Beach Cities Watershed Management Area Group, and are tributary to the Alondra Park project. These two cities are the participating parties in the project and are a part of the partnership agreement.

The project will be constructed to capture and treat 40 acre-feet of stormwater runoff volume by installing stormwater diversion structures, stormwater pretreatment systems, an underground storage treatment system, and connection to the sanitary sewer line for overflow. The project will also consist of above-ground improvements and recreational elements such as planting drought-tolerant landscaping, restoring baseball, soccer and multi-purpose fields, and installment of interpretive signage.

The estimated total cost of the project is \$60,322,000. The County and partnership agencies applied for and received funding from Safe Clean Water Regional Funding (\$30,000,000) and Proposition 1 (\$2,101,061) evenly divided between partnership agencies for return of runoff volume credit. Caltrans also contributed \$15,000,000 and will obtain a share of runoff volume credit. It should be noted that the City will also receive a credit for this project equivalent to a \$6,650,000 project, if the City were to construct a stormwater capture project on its own. The remaining needed funds for the construction of this project are provided from other municipalities, as noted in the attached agreement.

DISCUSSION:

The City of El Segundo earmarked \$1M of the Measure W funds for the construction of this project initially. However, since this project is currently fully funded for construction, there is no need to utilize the Measure W funds for the construction of this project, and the \$1M Measure W funds will be reallocated towards other storm water quality projects.

After the project is constructed, the City of El Segundo will be entering into a long-term maintenance agreement with partnering agencies regarding the operations and maintenance for this project, which is estimated to be \$50,000 per year for the useful life of the facility. The Safe Clean Water local return funds (Measure W) can be used for ongoing maintenance and operations.

Staff recommends authorizing the City Manager to execute this partnership agreement between the County of Los Angeles, City of El Segundo, City of Hawthorne, City of Lawndale, City of Manhattan Beach, and City of Redondo Beach for Alondra Park Multi-Benefit Stormwater Capture Project.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

Objective 4B: El Segundo's technology supports effective, efficient, and proactive operations.

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5A: El Segundo promotes economic growth and vitality for business and the community.

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Cheryl Ebert, Senior Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Alondra Park Partnership Agreement

**PARTNERSHIP AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES,
CITY OF EL SEGUNDO, CITY OF HAWTHORNE, CITY OF LAWDALE, CITY
OF MANHATTAN BEACH, AND CITY OF REDONDO BEACH
FOR ALONDRA PARK MULTI-BENEFIT STORMWATER CAPTURE
PROJECT**

This PARTNERSHIP AGREEMENT (AGREEMENT) is made and entered into as of the date of the last signature set forth below by and among the County of Los Angeles (COUNTY), a political subdivision of the State of California, City of El Segundo (EL SEGUNDO), City of Hawthorne (HAWTHORNE), City of Lawndale (LAWDALE), City of Manhattan Beach (MANHATTAN BEACH), and City of Redondo Beach (REDONDO BEACH), all municipal corporations in the County of Los Angeles (CITIES). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, effective December 28, 2012, the Los Angeles Regional Water Quality Control Board (REGIONAL BOARD) issued National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit or Permit); and

WHEREAS, the MS4 Permit requires the COUNTY, the Los Angeles County Flood Control District, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County to comply with the requirements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees responsible for compliance with requirements pertaining to the Dominguez Channel Watershed Management Area; and

WHEREAS, the PARTIES who are members of the Dominguez Channel Watershed Management Area Group (DCWMG) have jointly prepared an Enhanced Watershed Management Program (EWMP) plan as required by the MS4 Permit; and

WHEREAS, the DCWMG EWMP plan identified a suite of institutional and structural control measures, including multi-benefit regional projects to address the PARTIES' compliance; and

WHEREAS, the PARTIES propose to improve the water quality of stormwater and urban runoff from their respective land areas; and

WHEREAS, the COUNTY proposes to design, construct, operate and maintain the Alondra Park Multi-Benefit Stormwater Capture Project (hereinafter referred to as PROJECT),

WHEREAS, the PROJECT is in the Dominguez Channel Watershed, and is identified in the DCWMG EWMP plan; and

WHEREAS, effective September 11, 2021, the REGIONAL BOARD issued National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2021-0105 (Current MS4 Permit or Permit); and

WHEREAS, the DCWMG prepared and submitted a revised WMP to the REGIONAL BOARD; and

WHEREAS, the PROJECT is identified in the DCWMG revised WMP plan; and

WHEREAS, the PROJECT is anticipated to include below ground elements such as stormwater diversion structures, stormwater pretreatment systems, underground storage system, stormwater treatment system, and connection to sanitary sewer line (hereinafter referred to as WATER QUALITY IMPROVEMENTS), and above ground improvements and recreational elements such as drought tolerant landscaping, restored baseball fields, soccer field, multi-purpose field, and interpretive signage;

WHEREAS, the PROJECT will be designed to provide treatment of 40 acre-feet of runoff volume through constructed WATER QUALITY IMPROVEMENTS; and

WHEREAS, of the 40 acre-feet (AF) of runoff volume captured by the PROJECT, the County will be credited 2.00 AF for PROJECT management and administration, which is five (5) percent of the runoff volume captured by the PROJECT; and

WHEREAS, 8.31 AF will be credited to the California Department of Transportation (CALTRANS) through a separate agreement with the County for their contribution of \$15,000,000 to the PROJECT; and

WHEREAS, the remaining volume capture will be credited to the PARTIES as shown in Tables 1-3 of Exhibit A, and

WHEREAS, the estimated cost of the PROJECT is sixty million three hundred twenty-two thousand dollars (\$60,322,000); and

WHEREAS, the COUNTY has received a total of thirty-two million one hundred one thousand sixty-one dollars (\$32,101,061) of grant funding towards funding the PROJECT through two grants. Thirty million dollars (\$30,000,000) of the grant funding is from the Safe Clean Water (SCW) Infrastructure Program and two million one hundred one thousand sixty-one dollars (\$2,101,061) from Proposition 1 Stormwater Grant (PROP 1), referred to collectively as GRANTS; and

WHEREAS, each PARTY will be credited through the \$30,000,000 from the SCW Infrastructure Program as shown on Table 2 of Exhibit A based on tributary area; EL SEGUNDO will be credited 4.36 AF; HAWTHORNE will be credited 3.23 AF; LAWNDALÉ will be credited 4.74 AF; MANHATTAN BEACH will be credited 1.47 AF; REDONDO BEACH will be credited 4.41 AF; COUNTY will be credited 1.44 AF; and

WHEREAS, the COUNTY, REDONDO BEACH, and HAWTHORNE, will be credited additional runoff volume based on additional fund contributions as shown on Table 3 of Exhibit A; and

WHEREAS, REDONDO BEACH agrees to fund an amount of five hundred thousand dollars (\$500,000) of the PROJECT costs and will be credited an additional 0.38 AF, bringing REDONDO BEACH's total credit to 4.79 AF; and

WHEREAS, HAWTHORNE agrees to fund an amount of one million (\$1,000,000) of the PROJECT costs and will be credited an additional 0.76 AF, bringing HAWTHORNE's total credit to 3.99 AF; and

WHEREAS, COUNTY agrees to fund the remaining amount of the PROJECT costs estimated at eleven million seven hundred twenty thousand nine hundred thirty nine dollars (\$11,720,939) and will be credited an additional 8.90 AF, bringing COUNTY's total credit to 12.34 AF; and

WHEREAS, PARTIES agree to amend Exhibit A if PROJECT costs change to adjust runoff volume capture credits for each PARTY; and

WHEREAS, PARTIES agree to enter into a separate agreement for Operations and Maintenance (O&M) for the PROJECT's useful life to maintain each PARTY's runoff volume capture credit shown in Exhibit A; and

WHEREAS, for the purpose of this Agreement, the "useful life" of any constructed portions of the PROJECT begins upon completion of construction and continues until 50 years thereafter; and

WHEREAS, PARTIES desire to enter into this AGREEMENT to establish each PARTY's responsibilities and financial obligations for the PROJECT; and

WHEREAS, the PROJECT is in the joint interest of PARTIES and will improve water quality and quality of life for residents and provide opportunities for water conservation; and

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, PARTIES hereby agree as follows:

1. COUNTY AGREES:

- a. To prepare plans, specifications, and a cost estimate for the PROJECT.
- b. To utilize the combined thirty-two million one hundred one thousand sixty-one dollar (\$32,101,061) in grant funding from GRANTS towards the construction of the PROJECT and to ensure all grant requirements are met.
- c. To prepare, as lead agency, and obtain approval of any necessary environmental documents as required under the California Environmental Quality Act (CEQA) for the PROJECT.
- d. To obtain and comply with all applicable regulatory permits, approvals, and requirements for the PROJECT, including obtaining adequate right-of-way for the useful life of the PROJECT for any work to be carried out on property not owned by any of the PARTIES.
- e. To require each consultant or contractor retained to implement the PROJECT to obtain liability coverage PARTIES and their respective officers, agents, employees, and volunteers as additional insureds on such policy.
- f. To advertise the PROJECT for construction bids; to award and administer the construction contract; to modify approved plans and specifications for the PROJECT necessitated by unforeseen field conditions encountered during construction as necessary to ensure the PROJECT is constructed as intended; and to cause the PROJECT to be constructed in accordance with the approved plans and specifications.

- g. To prepare an O&M manual, a document that describes in detail the operation and maintenance requirements for all WATER QUALITY IMPROVEMENTS based on the final PROJECT design, including, but not limited to, inspections, clean out of pretreatment devices and underground storage systems, and repairs.
- h. Upon award of a construction contract by COUNTY for PROJECT, to notify PARTIES of any request for a change order related to the construction of the PROJECT that exceeds ten percent (10%) of the total contract amount within ten (10) business days of receipt of the request, and to further notify PARTIES of COUNTY's approval thereof, or if it does not so approve, the reasons therefor, within ten business days of receipt of the request. Any change order that will results in the total cost of the PROJECT to exceed \$74,500,000 will require approval of all PARTIES prior to COUNTY's approval of the change order.
- i. To invoice REDONDO BEACH and HAWTHORNE based on the payment schedule shown in Exhibit B. The total invoiced amounts shall not exceed \$500,000 and \$1,000,000 for REDONDO BEACH and HAWTHORNE, respectively. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- j. Upon completion of the PROJECT, to assume ownership, operation, and maintenance responsibilities for WATER QUALITY IMPROVEMENTS and above ground improvements.
- k. Upon completion of construction of PROJECT, to provide as-built plans to CITIES.
- l. Upon completion of the PROJECT, to operate and maintain WATER QUALITY IMPROVEMENTS pursuant to the O&M MANUAL.
- m. Upon completion of the PROJECT, to provide CITIES with contact information for person(s) responsible for the operation and maintenance activities set forth in this MOU.
- n. Upon completion of the PROJECT, to maintain and comply with all applicable regulatory permits and requirements associated with operation

and maintenance of the PROJECT. COUNTY will maintain and operate the PROJECT throughout its useful life.

- o. During construction and throughout the useful life of the PROJECT, COUNTY shall provide and maintain insurance against fire, vandalism and other loss, damage or destruction of the PROJECT.
- p. COUNTY shall not abandon, discontinue use of, lease or dispose of the PROJECT or fail to maintain any significant part or portion of the PROJECT thereof during its useful life.

2. REDONDO BEACH AGREES:

- a. To provide COUNTY with a not-to-exceed amount of \$500,000 to finance the capital costs of the PROJECT per Exhibit B invoice schedule. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- b. At REDONDO BEACH'S discretion, to provide any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- c. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.
- d. To pay COUNTY within sixty (60) days of receipt of invoice.
- e. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

3. HAWTHORNE AGREES:

- a. To provide COUNTY with a not-to-exceed amount of \$1,000,000 to finance the capital costs of the PROJECT per Exhibit B invoice schedule. In the event the PROJECT costs increase after execution of this AGREEMENT, an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- b. To provide any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- c. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.
- d. To pay COUNTY within sixty (60) days of receipt of invoice.
- e. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

4. EL SEGUNDO, LAWDALE, AND MANHATTAN BEACH AGREE:

- a. To, in good faith, consider approval and provision of any necessary approvals, entitlements, and permits to provide adequate rights-of-way for the useful life of the PROJECT if the project is in CITIES' jurisdiction.
- b. To approve or disapprove of any change order to the construction of the PROJECT requested by COUNTY within twenty-one (21) working days of receipt of written request from COUNTY. Approval shall not be unreasonably withheld. In the event of a disagreement, the issue shall be mutually referred to sequentially higher administrative levels within the PARTIES until the issue is resolved. If the PARTIES are still unable to

resolve their disagreement, COUNTY reserve all rights and remedies at law and in equity.

- c. To provide COUNTY any comments to COUNTY's proposed O&M MANUAL within twenty-one (21) business days of receipt.

5. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT shall become effective on the last date of execution by a PARTY and shall remain in effect until CITIES have paid all outstanding invoices for costs associated with the PROJECT capital.
- b. All PARTIES shall have suitable access to the PROJECT sites at all reasonable times during PROJECT implementation and thereafter for the useful life of the PROJECT.
- c. If PROJECT costs increase and there are insufficient funds an amendment shall be required to provide for the increased cost and redistribution of the 40 acre-feet (AF) of runoff volume credit.
- d. PARTIES shall have no financial obligation to any other PARTY under this AGREEMENT except as herein expressly provided.
- e. PARTIES may elect to partner in the pursuit of grant funding opportunities for the PROJECT.
- f. To maintain each PARTY's 24-hour runoff volume capture capacity credit, all PARTIES agree to enter into a separate agreement for O&M for the PROJECT that shall remain in effect until CITIES have paid all outstanding invoices for costs associated with PROJECT O&M for the useful life.
- g. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed, officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this AGREEMENT; provided,

however, that no PARTY shall indemnify another PARTY for the latter PARTY's own negligence or willful misconduct.

GENERAL PROVISIONS

Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of the AGREEMENT.

Good Faith. Each PARTY shall use reasonable efforts and work in good faith for the expeditious completion of the purposes and goals of this AGREEMENT and the satisfactory performance of its terms.

Voluntary. This AGREEMENT is voluntarily entered into, to attain the purposes set forth in this AGREEMENT.

Relationship of PARTIES. The PARTIES are and shall remain at all times as to each other wholly independent entities. No PARTY to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another PARTY.

Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other PARTIES.

Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the PARTIES.

Waiver. Waiver by any PARTY to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of this provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial court shall lie exclusively in the County of Los Angeles.

No Third Party Rights. The PARTIES to this AGREEMENT do not create rights in, or grant remedies to, any third party as a beneficiary of this AGREEMENT, or of the duty, covenant, obligation or undertaking established in this Agreement.

No Presumption in Drafting. All PARTIES have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES.

Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this AGREEMENT, the rights and remedies of the PARTIES are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other PARTIES.

Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this AGREEMENT, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

Termination. The COUNTY reserves the right to terminate this AGREEMENT for any reason upon thirty (30) days' prior to written notice to CITIES. In the event of such termination, CITIES shall be entitled to a prorated portion of the PARTIES' annual contribution for the calendar year in which the COUNTY terminates the AGREEMENT hereunder.

Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any provision. If any provision of this MOU is found to be invalid, illegal, or unenforceable, the PARTIES shall endeavor to modify that clause in a manner which gives effect to the intent of the PARTIES in entering into this AGREEMENT.

Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire AGREEMENT.

Notices. Any notices, bills, invoices, or reports relating to this AGREEMENT, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY at the address set forth below. PARTIES shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the address set forth below.

Administration. For purposes of this AGREEMENT, the PARTIES hereby designate as their respective PARTY Representatives the persons named below. The designated PARTY Representatives, or their respective designees, shall administer the terms and conditions of the AGREEMENT on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that they are authorized to sign this AGREEMENT on behalf of such PARTY.

COUNTY: Mr. Mark Lombos
Assistant Deputy Director
Los Angeles County Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

EL SEGUNDO: Darrell George
City Manager
350 Main Street
El Segundo, CA 90245

HAWTHORNE: _____

LAWNDALE: _____

MANHATTAN BEACH: _____

REDONDO BEACH: William C. Brand
Mayor
Mayor and City Council
415 Diamond Street
Redondo Beach, CA 90277

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorized representative and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By: _____
Director of Public Works

_____ Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
Deputy

CITY OF EL SEGUNDO

By: _____
City Manager

Date

APPROVED AS TO FORM:

MARK D. HENSLEY
City Attorney

By: _____

CITY OF HAWTHORNE

By: _____

Date

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

CITY OF LAWNDALE

By: _____

Date

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

CITY OF MANHATTAN BEACH

By: _____

Date

Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

CITY OF REDONDO BEACH

By: _____

WILLIAM C. BRAND

Title: MAYOR

Date

APPROVED AS TO FORM:

MICHAEL W. WEBB

CITY ATTORNEY

By: _____

EXHIBIT A

Table 1: Total Volume Credit

Agency	Table 2	Table 3	Administration Credit (AF) ²	Total Volume Credit (AF) ¹
El Segundo	4.36	-	-	4.36
Hawthorne	3.23	0.76	-	3.99
Lawndale	4.74	-	-	4.74
Manhattan Beach	1.47	-	-	1.47
Redondo Beach	4.41	0.38	-	4.79
Unincorporated County	1.44	8.90	2.0	12.34
Caltrans	-	8.31	-	8.31
Total				40.00

¹Total Volume Credit = Table 2 + Table 3 + Administration Credit

²Five Percent of Total Volume Credit (for project administration and management) = 5% x 40 AF = 2.0 AF

Table 2: Volume Credit from Safe Clean Water Program (SCWP)

Agency	Land Area (acres)	% of Area	\$ from SCWP Regional Funding ¹	Volume Credit (AF) ²
El Segundo	1,055.11	22%	\$6,649,469	4.36
Hawthorne	783.84	16%	\$4,939,921	3.23
Lawndale	1,148.76	24%	\$7,239,688	4.74
Manhattan Beach	355.78	7%	\$2,242,181	1.47
Redondo Beach	1,067.78	22%	\$6,729,346	4.41
Unincorporated County	348.99	7%	\$2,199,395	1.44
Total				19.65

¹\$ from SCWP Regional = % of Area x \$30,000,000

²Volume Credit = (Total Volume Capture – Administration Credit – Caltrans Credit) x ³SCW Volume Credit x % of Area = (40 – 2.0 – 8.31) x 20.81 % of Area

³SCW Volume Credit = \$30,000,000/(60,322,000-15,000,000)

Table 3: Volume Credit from Contribution

Agency	Contribution	Volume Credit (AF) ¹
Caltrans ²	\$15,000,000	8.31
Hawthorne	\$1,000,000	0.76
Redondo Beach	\$500,000	0.38
Unincorporated County	\$11,720,939	8.90
Total		18.35

¹Volume Credit = (40 AF – Caltrans Volume Credit – Unincorporated County Administration Volume Credit – Total Volume Credit from Table 2) * (Contribution/(Total Contribution-Caltrans Contribution))

²Caltrans volume credit through a separate agreement with the Unincorporated County

EXHIBIT B

ALONDRA PARK STORMWATER CAPTURE PROJECT INVOICE SCHEDULE

Agency	Amount	Invoice Date
Hawthorne	\$400,000	12/30/2023
Redondo Beach	\$500,000	12/30/2023
Hawthorne	\$300,000	12/30/2024
Hawthorne	\$300,000	7/1/2025



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Consent

Item Number: B.8

TITLE:

Renew Agreement with Insight for Three Years for \$720,103.11 to Provide Microsoft and Office 365 Licenses

RECOMMENDATION:

1. Exempt the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to Insight through the County of Riverside Cooperative Purchasing Agreement.
2. Authorize the City Manager to execute a three-year software license agreement with Insight to provide Microsoft and Office 365 licenses for \$240,034.37 per year, totaling \$720,103.11 over the three years.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The annual license costs will be \$240,034.37 per year, totaling \$720,103.11 over the three year software license agreement (see attachment 3). The cost for the first year is included in the FY 2022-23 budget account 001-400-2505-6217 . The costs for the subsequent years will be requested in future budgets.

Amount Budgeted: \$240,035

Additional Appropriation: None

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

BACKGROUND:

The City of El Segundo uses Microsoft Enterprise software to run its daily operational activities. The software is used for server and desktop operating systems, databases, email functionality, and a host of other business applications. Microsoft licensing is the foundation of our software infrastructure and is essential to the following systems:

Renewal of Agreement with Insight for Microsoft and Office 365 Licenses

February 7, 2023

Page 2 of 3

- All City of El Segundo email
- All desktops and all associated software
- All datacenter servers
- Document imaging system
- Enterprise Resource Planning, ERP- Financial System
- Fire applications
- Police Mobile Data Computers (MDC)
- Graphical Information Systems (GIS)
- Library catalog and operations system

Office 365 - A cloud based Software as a Service (SaaS) solution that includes the following applications:

- Microsoft Exchange - Enables the city to send/receive email, and includes all required licenses to deploy 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 servers
- Microsoft Azure - Access to cloud data
- SQL Server: large-scale database server
- Windows 10: personal computer operating system
- Windows Server: group of server operating systems

DISCUSSION:

The County of Riverside Cooperative Purchasing Agreement (see attachments 1 & 2) allows an exception to the formal bidding requirement as described in the El Segundo Municipal code § 1-7-9(C) allowing this contract to be awarded to Insight. 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.

The renewal 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 to provide Microsoft Enterprise software licenses. The total cost over three years will be \$720,103.11.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4B: El Segundo's technology supports effective, efficient, and proactive operations.

PREPARED BY:

Jose Calderon, Information Technology Services Director

REVIEWED BY:

Jose Calderon, Information Technology Services Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Riverside Co-Op Amendment - Extend 2024
2. Riverside Co-Op Amendment - Original
3. Insight - El Segundo Microsoft Quote

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Insight Public Sector Inc.

Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001526
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	\$0
Amended Annual Maximum Contract Amount:	\$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Insight Public Sector Inc. (“First Amendment”), dated as of 01 April 2020, is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and Insight Public Sector Inc. (“CONTRACTOR”), an Illinois corporation, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, COUNTY and Microsoft Corporation (“Microsoft”) have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the “Master Agreement”), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001526 (the “Agreement”) to provided support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

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

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the “Term”).”
3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.”
4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise,

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Insight Public Sector Inc.

all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

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

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

By: _____

Richard R. Hai

Senior Procurement Contract Specialist

Dated: 4/28/2020

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: _____

Susanna Oh

Deputy County Counsel

Insight Public Sector Inc., an Illinois corporation

By: _____

Lisanne Steinheiser

Global Compliance Officer

Dated: 4/28/2020

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Insight Public Sector Inc.

all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

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

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

By: 
Richard R. Hai
Senior Procurement Contract Specialist

Dated: 4/28/2020

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

Insight Public Sector Inc., an Illinois corporation

By: 
Lisanne Steinheiser
Global Compliance Officer

Dated: 4/15/2020

Licensing Solution Provider Agreement Number PSA-0001526

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Insight Public Sector Inc., an Illinois corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR 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 CONTRACTOR, its

Licensing Solution Provider Agreement Number PSA-0001526

officers, employees, subcontractors, 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. CONTRACTOR 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.

5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 CONTRACTOR indemnification to Indemnitees as set forth herein.

5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.

6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).

6.2 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.

6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.

7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.

8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.

9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.

10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the

Licensing Solution Provider Agreement Number PSA-0001526

“Reporting of Active Enrollments” list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Pam Potter, Manager SLED Compliance
6820 S. Harl Avenue
Tempe, AZ 85283

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR 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.

12.3 CONTRACTOR's 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 CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees

Licensing Solution Provider Agreement Number PSA-0001526

to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964

Licensing Solution Provider Agreement Number PSA-0001526

(P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: 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.

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

By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
John Carnahan
Sr. Vice President of Business Development

Dated: OCT 22 2019

Dated: 10-9-19

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001526

Exhibit A

Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	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 Minus 2%	.75
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	.75
3	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	.75
4	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	.75
5	All products for Select Plus Agreement No.7756479.		1.00
6	Microsoft Premier Support		1.00
7	Microsoft Unified Support Services		1.00
8	Microsoft Consulting Services		1.00

Licensing Solution Provider Agreement Number PSA-0001526

**Exhibit B
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Data and Artificial Intelligent		
1	Build Intelligent Apps	Yes	\$275
2	Build Intelligent Agents	Yes	\$275
3	Machine Learning	Yes	\$275
4	Internet of Things	Yes	\$275
5	Globally distributed data	Yes	\$275
6	OSS Databases	Yes	\$275
7	Cloud Scale Analytics	Yes	\$275
8	Data Platform Modernization to Azure	Yes	\$275
9	Windows Server on Azure	Yes	\$225
10	Security & Management	Yes	\$225
11	Datacenter Migration	Yes	\$225
12	Modern Business Intelligence	Yes	\$285
	Biz Apps		
1	Customer Service	Yes	\$265
2	Field Service	Yes	\$265
3	Marketing	Yes	\$265
4	Talent	Yes	\$265
5	Finance and Operations	Yes	\$265
6	Business Central	Yes	\$265
7	Power Apps	Yes	\$265
8	Power BI	Yes	\$265
	Apps and Infrastructure		
1	Azure Stack	Yes	\$235
2	High Performance Compute	Yes	\$235
3	Cloud Native Apps using Serverless	Yes	\$235
4	Modernize Apps	Yes	\$235
5	SAP on Azure	Yes	\$235
6	Linux on Azure	Yes	\$235
7	Dev Ops	Yes	\$235
8	Business Continuity & Disaster Recovery	Yes	\$235
9	Windows Server on Azure	Yes	\$235
10	Security & Management	Yes	\$235
11	Datacenter Migration	Yes	\$225

Licensing Solution Provider Agreement Number PSA-0001526

Exhibit B (cont.)

License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	\$210
2	Security	Yes	\$222
3	GDPR & Compliance	Yes	\$222
4	Teamwork	Yes	\$215
5	Calling & Meetings	Yes	\$222
6	Modern Desktop	Yes	\$215
7	Office 365 Migration Assistance	Yes	\$215
7a	Mail	Yes	\$215
7b	Teams	Yes	\$215
7c	SharePoint	Yes	\$215
7d	OneDrive	Yes	\$215

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEHA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

Complete this form and return to:

Attention: Rick Hai
E-mail: RHai@rivco.org

Payment should be made to:
Riverside County Information Technology
3460 14th Street, Fourth Floor
Riverside, CA 92501

County of Riverside TIN #: 95-6000930

Company Name: Insight Public Sector, Inc.

Name: Steve Dodenhoff

Title: President, Insight North America

Address: 6820 S. Hart Avenue

City: Tempe

Zip Code: 85283

Telephone #: 480.333.3020

Fax #: 480.760.7002

Email: Steve.Dodenhoff@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 #RIVCO-2020-RFQ-0000048 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 #RIVCO-2020-RFQ-0000048 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.

Signature

Steve Dodenhoff

Printed Name

September 12, 2019

Date

President, Insight North America

Title

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	Company name		Enrollment Entity:	Enrollment t Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
RIVCO	RIVCO-20800-00x-xx/xx										
Microsoft Agreement Numbers	01E69633, 01E73134, AND NEW										
Master Enrollment											
8084445			Riverside County Information Technology	87654321		1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212

Licensing Solution Provider Agreement Number PSA-0001526

**Exhibit E
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

Signature Form

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

Subsidiary:

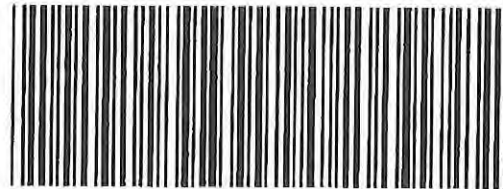
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:56 PM



Volume Licensing

Program Signature Form

MBA/MESA number

Agreement number

808444S

004-kayleed-S-04

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.

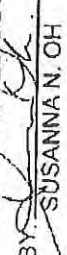
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

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* 
Printed First and Last Name* Richard R. Hai
Printed Title* Sr. Procurement Contract Specialist
Signature Date* 08/22/2019
Tax ID

* indicates required field

FOR APPROVED COUNTY COUNSEL
BY:  8/22/19
DATE
SUSANNA N. OH

Microsoft Affiliate	
Microsoft Corporation	
Signature  Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

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

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSL
Tracking
Number)

5-0000004275258

Doc Type:

[REDACTED] Agreement

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

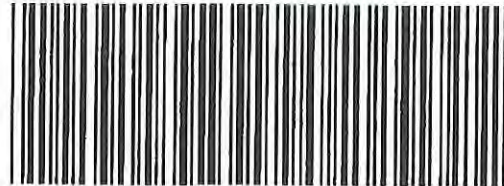
Subsidiary:

Country: United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

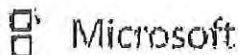
Agreement Number:

Purchase Order Number:

15

Comments:

8/23/2019 9:42:31 PM



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.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"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.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- 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.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

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

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- 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

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

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

10. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

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.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices 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 Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- 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.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

☐ MBSA

☒ Agreement

☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

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.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

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.

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

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

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

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

(MSL
Tracking
Number)

5-0000004275258

Doc Type:

Amendments

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

Subsidiary:

Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

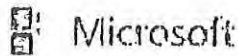
Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM



Amendment to Contract Documents

Agreement Number

808445

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:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD
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Quotation: 1222-El Segundo Renewalv3-MSEA-SC
Date: January 23, 2023
Enrollment: TBD
Contract: PSA-0001526/RIVCO-2020-RFQ-0000048

Subscription Start Date: 2/1/2023
Subscription End Date: 1/31/2026

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Unit Price	Extended Price
Enterprise Products								
KV3-00353	Win Enterprise Device ALnq SA Platform	D	Added at Signing	Systems	Software Assurance	100	\$ 46.06	\$ 4,606.00
Additional Products								
395-02504	Exchange Server Ent ALnq SA	D	Added at Signing	Servers	Software Assurance	1	\$ 725.04	\$ 725.04
076-01912	Project Standard ALnq SA	D	Added at Signing	Applications	Software Assurance	13	\$ 127.55	\$ 1,658.15
7NQ-00292	SQL Server Standard Core ALnq SA 2L	D	Added at Signing	Servers	Software Assurance	10	\$ 641.74	\$ 6,417.40
D86-01253	Visio Standard ALnq SA	D	Added at Signing	Applications	Software Assurance	20	\$ 56.22	\$ 1,124.40
9EA-00278	Win Server DC Core ALnq SA 2L	D	Added at Signing	Servers	Software Assurance	60	\$ 125.25	\$ 7,515.00
Annual Total:								\$ 22,045.99

Part Number	Item Name	Level	Purchase Unit	Pool	Product Family	Quantity	Term Price	Extended Price
Enterprise Products								
AAA-12417	CCAL Bridge 0365 FSA Sub Platform Per User	D	1 Month(s)	Servers	Core CAL Bridge 0365 FSA	360	\$15.96	\$ 5,745.60
AAA-12415	CCAL Bridge 0365 Sub Platform Per User	D	1 Month(s)	Servers	Core CAL Bridge 0365	257	\$19.10	\$ 4,908.70
AAD-32904	EMS G3 CAD GCC ALnq Sub Add-on User CCAL	D	1 Month(s)	Servers	EMS G3 CAO GCC	617	\$63.23	\$ 39,012.91
AAA-11894	0365 G3 GCC Sub Per User	D	1 Month(s)	Servers	0365 G3 GCC	617	\$234.06	\$ 144,415.02
4ZF-00033	Win VDA Device ALnq Sub Platform Per Device	D	1 Month(s)	Systems	Win VDA Device	230	\$98.05	\$ 22,551.50
Additional Products								
JSU-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Con	D	1 Month(s)	Servers	Azure Monetary CommitmentG	1	\$0.00	\$ -
DOJ-00001	Power BI Pro GCC Sub Per User	D	1 Month(s)	Servers	Power BI Pro GCC	15	\$90.31	\$ 1,354.65
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	1 Month(s)	Servers	Teams AC with Dial Out US/CA GCC	617	\$0.00	\$ -
12 Month Total:								\$ 217,988.38

Annual Total: \$ 240,034.37

Three Year Total: \$ 720,103.11

Features Link

<https://www.microsoft.com/en-us/licensing/product-licensing/windows>

<https://www.techsoup.ca/microsoft/exchange-editions>
<https://www.microsoft.com/en-us/microsoft-365/project/compare-microsoft-project-management-software?activetab=tabs:primaryv2>
<https://learn.microsoft.com/en-us/sql/sql-server/editions-and-components-of-sql-server-2022?view=sql-server-ver16>
<https://support.microsoft.com/en-us/office/compare-visio-versions-and-features-c659cbc1-34c7-4288-92e6-80c67b672a7?OfficeVersion=Perpetual>
<https://learn.microsoft.com/en-us/windows-server/get-started/editions-comparison-windows-server-2019?tabs=full-comparison>

License covers necessary Client Access Licenses for hybrid environment (ex. Windows Server CAL, Exchange Server CAL etc)
License covers necessary Client Access Licenses for hybrid environment (ex. Windows Server CAL, Exchange Server CAL etc)
<https://www.microsoft.com/en-us/microsoft-365/enterprise-mobility-security/compare-plans-and-pricing>
<https://www.microsoft.com/en-us/microsoft-365/enterprise/office-365-e3?activetab=pivot%3aoverviewtab>
<https://www.techtarget.com/searchvirtualdesktop/definition/VDA-Virtual-Desktop-Access>

Pay as you go Azure Gov Cloud
<https://learn.microsoft.com/en-us/power-bi/fundamentals/service-features-license-type>
Teams Audio Conferencing: \$0 license now added to all 0365/M365 plans that include Teams



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Consent

Item Number: B.9

TITLE:

Four-Month Trial and Potential Permanent Implementation of Alternative 4/10 Work Schedule for the Employees Covered Under the Management and Confidential Series of the Administrative Code

RECOMMENDATION:

1. Authorize the City Manager to implement a four-month, alternative 4/10 work schedule trial for eligible Management and Confidential employees.
2. Authorize the City Manager to permanently implement the alternative 4/10 work schedule for eligible Management and Confidential employees upon successful conclusion of the four-month trial.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Management and Confidential Employees are provided with paid holidays recognized by the City in the Administrative Code. Employees are paid the number of hours they are scheduled to work on the day the holiday is observed. Converting to a 4/10 schedule will result in a 10-hour workday, totaling 40 hours. There will be one additional hour of holiday pay for each recognized holiday and one less hour of regular pay for the work week, still totaling a 40-hour work week. Depending on the number of employees electing to participate, the impact would be a maximum of 41 employees receiving an additional hour of holiday pay for Presidents' Day and Memorial Day. As a result of this action being approved, there would be no fiscal impact on the FY 2022-23 Budget or subsequent years' budgets, as there is no additional expense related to this action, only an accounting entry to the financial statements increasing the liability for accrued holiday pay. No additional funding is required.

BACKGROUND:

In response to employee feedback from open meetings with the City Manager, an

Alternative 4/10 Work Schedule Trial

February 7, 2023

Page 2 of 4

alternative 4/10 work schedule trial for eligible Management and Confidential employees is proposed. Currently, there are forty-four (44) Management and Confidential employees with forty-one (41) eligible for the trial. The three (3) Battalion Chiefs work a specialized schedule based on 24-hour workday to support fire operations and would be ineligible to participate.

Most Management and Confidential employees work a 9/80 schedule. A 9/80 schedule compresses the standard five-day workweek with 80 hours worked over nine days instead of 10 days. Employees work nine hours per day Monday through Thursday and eight hours on alternating Fridays. A 4/10 work schedule further compresses the standard five-day workweek into four days. To ensure service levels to the community are maintained, employees would work 10 hours per day Monday through Thursday or Tuesday through Friday. During the trial, there will be no change to business hours at City facilities.

The purpose of offering a 4/10 work schedule trial is to increase employee engagement and morale, encourage work-life balance, and provide easier commute times, all objectives that align with the City's Strategic Goal 3 to, "promote a quality workforce through teamwork and organizational efficiencies."

DISCUSSION:

Staff recommends the City Manager be authorized to implement a four-month, alternative 4/10 work schedule trial for eligible Management and Confidential employees the pay period beginning February 23, 2023, and if successful upon completion, to permanently implement the alternative 4/10 work schedule for eligible Management and Confidential employees.

The following provisions will apply during the trial period:

- Participation in the alternative 4/10 work schedule trial is voluntary, open only to employees in the Management and Confidential group (except employees in the Fire Battalion Chief classification) and may be ended at any time.
- Management and Confidential employees that do not want to participate in the alternative 4/10 work schedule trial may remain on their current work schedules.
- City Hall and other facility hours will remain the same during the trial basis. If the trial becomes permanent, City Hall and other facility hours may be reevaluated.
- Work schedules will be either Monday through Thursday, 7:00 a.m. to 6:00 p.m. OR Tuesday through Friday, 7:00 a.m. to 6:00 p.m. Employees wishing to participate in the 4/10 who are unable to work these hours may request alternative start and end times (i.e., 7:30 a.m. to 6:30 p.m., 6:30 a.m. to 5:30 p.m.).

Alternative 4/10 Work Schedule Trial

February 7, 2023

Page 3 of 4

- Employees can request a Regular Day Off (RDO) of either Monday or Friday. Approval will be granted by the Department Director based on operational needs and seniority.
- Selected and assigned schedules will be for the duration of the trial period unless unanticipated or unusual circumstances arise that cause staffing needs to change as determined by the Supervisor and Department Director.
- Requests to withdraw from, or re-enter the 4/10 trial, will be evaluated and determined by the Department Director in consultation with Human Resources.
- During the 4/10 trial, employees no longer occupying an eligible Management and Confidential position, will be ineligible to continue on the 4/10 schedule in their new position.

A successful trial of the alternative 4/10 work schedule will have maintained the level of service provided to internal and external customers (i.e. no increase in complaints regarding reduced service or responsiveness from employees participating in the trial) and will have created no coverage problems such as unacceptable levels of absenteeism, or a decrease in general productivity (i.e., the amount, quantity and quality of work as determined by Department Director). Success will also be measured by the number of Management and Confidential employees electing to participate.

The alternative 4/10 work schedule trial is in alignment with Strategic Plan Goal 3, to “Promote a Quality Workforce through Teamwork and Organizational Efficiencies” and Strategy A to “Institute methods to improve our competitive edge to hire and retain top talent”, Strategy D “Institute methods of understating employees’ interests and needs regarding training, job satisfaction, and engagement to aid in employee development, retention and succession planning”, and Strategy E to “Support initiatives designed to improve the overall health, wellness and safety of employees.”

CITY STRATEGIC PLAN COMPLIANCE:

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

PREPARED BY:

Rebecca Redyk, Human Resources Director

Alternative 4/10 Work Schedule Trial

February 7, 2023

Page 4 of 4

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Consent

Item Number: B.10

TITLE:

Government Finance Officers Association (GFOA) Award for Excellence in Financial Reporting

RECOMMENDATION:

1. Receive and file the Government Finance Officers Association award for excellence in financial reporting for the City's Fiscal Year 2020-21 Annual Comprehensive Financial Report.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

N/A

BACKGROUND:

The Government Finance Officers Association (GFOA) established the Certificate of Achievement for Excellence in Financial Reporting Program in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

A Certificate of Achievement is valid for a period of one year only. Staff will continue to strive for excellence in order to meet the Certificate of Achievement program requirements in future years. This is the sixth consecutive year the City has received this award.

DISCUSSION:

GFOA awarded the City of El Segundo the Certificate of Achievement for Excellence in Financial Reporting for the City's FY 2020-21 Annual Comprehensive Financial Report.

GFOA Award
February 7, 2023
Page 2 of 2

The award represents a significant and continuing achievement by the City. It demonstrates the commitment of the City Council and staff to meet the highest principles of government financial reporting and reflects the City's philosophy of transparency to its residents and other stakeholders.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

PREPARED BY:

Joseph Lillio, Chief Financial Officer

REVIEWED BY:

Joseph Lillio, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. GFOA Announcement of Award
2. GFOA Press Release



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

1/17/2023

Drew Boyles
Mayor
City of El Segundo, California

Dear Mayor Boyles:

We are pleased to notify you that your annual comprehensive financial report for the nine months ended June 30, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

1/17/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of El Segundo** for its annual comprehensive financial report for the nine months ended June 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Public Hearings

Item Number: C.11

TITLE:

Adoption of Annual Community Development Block Grant Program Project Selection for 2023-2024

RECOMMENDATION:

1. Adopt Resolution approving a new 2023-2024 Community Development Block Grant ("CDBG") Project entitled, "El Segundo Library Park American with Disabilities Act (ADA)-Compliant Pathway Project," and appropriate 2023-2024 CDBG funds estimated at \$62,337, plus prior, unspent CDBG funds in the amount of \$77,802 for a total project budget of \$140,139.
2. Authorize the City Manager, or his designee, to execute all contracts, in a form approved by the City Attorney, with the Los Angeles County Development Authority ("LACDA").
3. Alternatively, discuss and take other possible action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2022-23 Budget

Amount Budgeted: \$140,139

Additional Appropriation: None

Account Number(s): CDBG Fund 111-400-2781-8441

BACKGROUND:

Each year, Community Development Block Grant ("CDBG") funds are allocated to cities by the Federal Housing and Urban Development Department ("HUD") and administered by the Los Angeles County Development Authority ("LACDA"). Participating cities receive federal funding based upon the total number of cities participating in the County's program, census population counts, estimates of poverty, overcrowding and aged housing stock. The City of El Segundo has participated in the Los Angeles Urban

Annual CDBG Project Selection for 2023-2024

February 7, 2023

Page 2 of 4

County's CDBG Program since 1986.

On May 19, 2020, the City Council approved a Cooperation Agreement with LACDA to continue participating in the Los Angeles Urban County CDBG Program for a three-year period beginning July 1, 2021 through June 30, 2024. 2023-2024 will be the final year of the current three-year funding cycle. The City's estimated CDBG funding allocation for Fiscal Year 2023-2024 is \$62,337. This is a planning estimate only; LACDA will confirm the City's final FY 2023-2024 CDBG allocation in the spring of 2023.

The City did not implement a 2022-2023 CDBG project. Unallocated, prior year CDBG funds of \$77,802 may be appropriated along with the City's new 2023-2024 CDBG allocation for a total estimated CDBG Program budget of \$140,139.

On January 17, 2023, City Council considered the proposed pathway improvements located at Library Park. Prior to continuing the item to the February 7, 2023 City Council meeting, deliberation included concern over the following items (addressed below):

- The pathway leading to the patio immediately off Mariposa St.
- Library Park art installation and activation
- Potential obstruction that handrails may present to sports activities in the park
- Potential obstruction that the handrails may present to the view of the concert in the park performances

DISCUSSION:

The City typically uses its CDBG funds to ensure compliance with Americans with Disabilities Act ("ADA") requirements. Since 2007, CDBG funds have supported the installation of approximately 325 ADA-compliant accessible curb ramps throughout the City, construction of ADA-compliant improvements at City-owned parking lot facilities, and currently, the City Hall ADA Restroom Improvement Project.

Construction of an ADA-compliant accessible pathway project is an example of an eligible activity under the CDBG Program. In particular, constructing an ADA-compliant pathway at El Segundo Library Park will increase pedestrian mobility throughout the park, promote safety improvements, and allow unobstructed paths of travel for elderly and severely disabled persons to successfully navigate Library Park. Generally, the project will include demolition and removal of existing asphalt to construct an accessible concrete pathway, a concrete curb with metal hand railing, and eight ADA-accessible curb ramps.

Annual CDBG Project Selection for 2023-2024

February 7, 2023

Page 3 of 4

This project is consistent with the City's Capital Improvement Program and will be included in the FY 2023-24 City budget. A combination of Gas Tax and Measure M funding will be budgeted in FY 2023-24 to cover any shortfall in funding for the project.

Following discussion at the January 17, 2023 City Council meeting, the following items are further clarified:

- The pathway leading to the patio immediately off Mariposa Street
 - The pathway leading to the patio area located immediately off Mariposa St. is included in the proposed scope
- Library Park art installation and activation
 - This previously approved project has been postponed until further study of the art installations in and around the park
- Potential obstruction that handrails may present to sports activities in the park
 - Shown in the attached exhibit, handrails are located (indicated as points "A", "B", "C", and "D") in the following locations:
 - Points "A" and "D": Along the western and southern periphery of the park, respectively, providing direct access from the street parking into the park. Both are currently boarded by hedges or cinder blocks, and are on a slope between 7-9%.
 - Point "B" & "C": Immediately adjacent (north/west) to the primary gazebo and between the library building and the primary gazebo, respectively. Located on a slope between 7-9%. Both will be designed to reduce the grade in order to circumvent the need for a handrail.
- Potential obstruction that the handrails may present to the view of the concert in the park performance
 - The proposed handrails (points "A", "B", "C", and "D") are located along the perimeter of Library Park, at the top of a slope, or adjacent to an existing structure where there would not be view obstruction of the typical stage location at a lower elevation adjacent to Main Street.
 - Point "B" & "C": Both will be designed to reduce the grade in order to obviate the need for a handrail.

The requested action from City Council is to approve the use and allocation of CDBG funds for the proposed project at Library Park. This approval does not include the actual design of the improvements, which will require further analysis and engineering. Should the City Council approve the allocation of CDBG funds for the ADA improvements to the walking path at Library Park, staff may utilize additional funding sources through Gas Tax or Measure M to cover any increase in cost.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Develop and Maintain Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an inviting and safe community.

PREPARED BY:

Michael Allen, AICP, Development Services Director

REVIEWED BY:

Michael Allen, AICP, Development Services Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Community Development Block Grant Resolution
2. Library Park ADA path

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM FOR 2023-
2024.**

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

SECTION 1. *Findings.* The City Council finds and determines as follows:

- A. On August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (the “Act”).
- B. The primary goals of Title 1 of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income
- C. The City of El Segundo (“City”) contracts with the Los Angeles County Development Authority (“LACDA”) for the disbursement of CDBG funds through the Small Cities Program; and
- D. The City will receive approximately \$62,337 in 2023-2024 CDBG funds and will carry forward unallocated CDBG funds from prior years in an amount of \$77,802 for a total amount of approximately \$140,139 to construct an Americans with Disabilities Act (“ADA”) compliant pathway at El Segundo Library Park that removes architectural and material barriers for senior and disabled persons;
- E. The City Council has conducted a public hearing, with the required prior noticing to provide the public an opportunity to comment on the proposed program in accordance with the program requirements for the 2023-2024 CDBG Program.

SECTION 2. *Actions.* The City Council:

- A. Approves the CDBG Program for the proposed construction of an ADA-compliant accessible pathway at El Segundo Library Park, as described above;
- B. Directs Community Development Department staff to submit the necessary CDBG documents and a copy of this Resolution to LACDA;
- C. Authorizes the City Manager or designee, in consultation with the City Attorney, to execute all necessary contracts and agreements with LACDA in order complete the proposed CDBG Program; and
- D. Authorizes the City Manager or designee to adjust the 2023-2024 CDBG Program and budget, as necessary, to take into account the final CDBG allocation from the U.S. Department of Housing and Urban Development, any amounts remaining unspent at the close of the preceding fiscal year, and programmatic changes necessary to fulfill the requirements of the CDBG Program.

SECTION 3. Severability. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 4. Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 5. Signature Authority. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

SECTION 6. Effective Date. This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 7. City Clerk Direction. The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City's book of original Resolutions, and make a record of this action in the meeting's minutes.

PASSED, APPROVED AND ADOPTED this ____ day of _____,
2023.

Drew Boyles, Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. _____ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the ____ day of ____ 2021, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

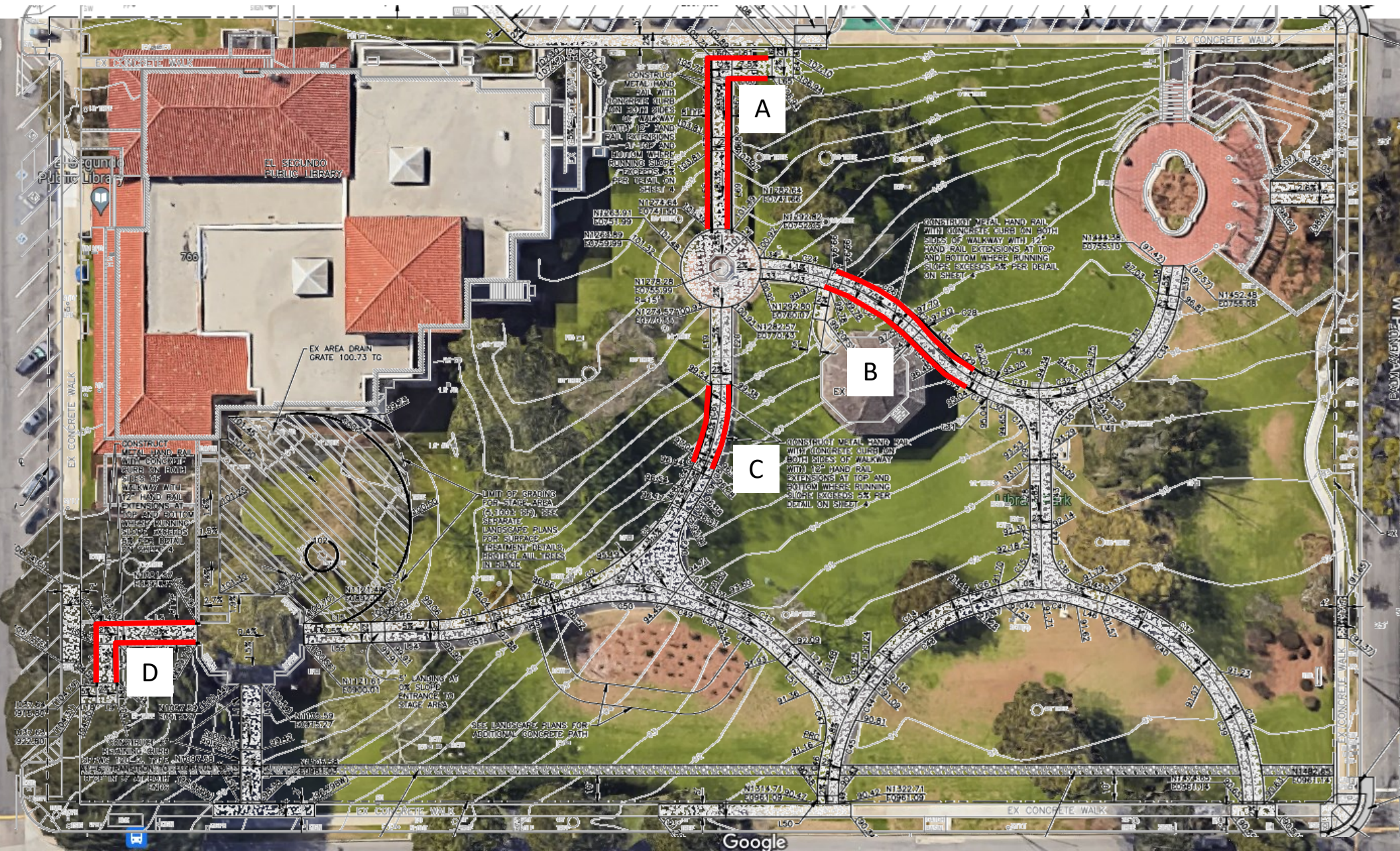
ABSTAIN:

Tracy Weaver, City Clerk

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

Joaquin Vazquez, Assistant City Attorney

EXHIBIT A - Approximate Locations



*Illustrative only, not to scale

A.



*Illustrative only, not to scale

B.



*Illustrative only, not to scale

C.



*Illustrative only, not to scale

D.



*Illustrative only, not to scale



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Staff Presentations

Item Number: D.12

TITLE:

Review and Approve City-Owned Walls for Possible Mural Locations as Selected by the Arts and Culture Advisory Committee

RECOMMENDATION:

1. Review and approve selected locations for public art murals.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in Adopted FY 2022/23 Budget

Amount Budgeted: \$35,000

Account Number(s): 704-400-0000-6206 (Contractual Services)

BACKGROUND:

On November 19, 2019, the City Council approved Ordinance No. 1594, establishing a Public Art or In-Lieu Fee Requirement and a Cultural Development Program Fund. The requirement applies to certain commercial and industrial developments with a project cost of \$2,000,000 and above; developers have the option of commissioning public artwork on-site equal to 1% of the project cost or paying 1% to the City's Cultural Development Fund in lieu of commissioning artwork. Pursuant to Section III.B of the City Manager-approved El Segundo Cultural Development Program Administrative Guidelines promulgated under Ordinance No. 1594 (ESMC § 15-34-9), the City Council approves Cultural Development Program priorities and annual budget, as well as contracts over \$50,000, "but not individual art projects." ESMC § 15-34-7.D authorizes the City Council to request the Arts and Culture Advisory Committee (ACC) to make recommendations to City Council for expenditures from the Cultural Development Fund in accordance with Ordinance No. 1594.

The El Segundo Cultural Development Program helps provide residential and business

Review and Approval of City-Owned Walls for Murals as Selected by the Arts and Culture Advisory Committee

February 7, 2023

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community members with public spaces, structures, and experiences that enhance the character of the City through the inclusion of the arts. Artistic and cultural services provided by the program create additional public access to the arts, help drive tourism and revenue to local businesses, contribute towards realizing cultural equity and inclusion, create opportunities for artists and art organizations in the community and help grow the creative economy.

DISCUSSION:

As part of the ACC's 2022-2023 initiatives, City Council approved \$35,000 for the Visual Artists in Community Program (VAICP). The fund established a visual arts program in which four visual artists working in the two-dimensional discipline are selected to represent El Segundo each year. One visual artist per quarter will interact with the community by leading public engagement workshops for resident teens and adults. This visual arts program is overseen by the Cultural Arts Coordinator; the artist selection process and design proposals are vetted by the City staff, the Diversity, Equity and Inclusion Committee and the ACC.

Types of visual art outcomes:

- Public art - either a mural or a body of two-dimensional artwork created by each selected visual artist

Outcomes benefiting El Segundo:

- Establish El Segundo as a cultural pacemaking destination that encourages tourism and increases revenue for local businesses
- Beautify the city's environment and enrich the experiences of the residents and visitors
- Community engagement workshops for all age groups
- Develop the City's permanent art collection, adding value and creating an art portfolio for the City. Each selected visual artist donates one artwork (public mural and hard art) to the City at the end of the term (four acquisitions per year)

The ACC asks the City Council to review, discuss and approve the selected city-walls for murals shown in the attached presentation. The Recreation and Parks divisions and the Public Works Director have provided their feedback and recommendations, which the ACC and Cultural Arts Coordinator will follow and execute.

Review and Approval of City-Owned Walls for Murals as Selected by the Arts and Culture Advisory Committee

February 7, 2023

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CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication.

Objective 1B: El Segundo's engagement with the community ensures excellence.

PREPARED BY:

Brandee Thornton, Sr. Admin Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Presentation of Potential Walls for Murals

City of El Segundo

Arts & Culture Advisory Committee's *Visual Artists in Community Program* Fiscal Year 2022-2023

Identified potential mural locations for approval.

Background

- Project is funded by the Cultural Development Program
 - 4 selected visual artists per year will engage with the community to create art mural or series of hard art
 - Artist Selection Committee: DEI, ACC, & Community Stakeholder
- Initial and final art proposals will be approved by the ACC, Cultural Arts Coordinator, City Manager & Community Services Director
 - One artwork will be donated by each artist to the City

Potential Mural Locations

Objectives:

- Get final approval of locations from City Council and respective City Departments
- Beautify the City's environments & enrich the experiences of residents and visitors
 - Create the City's permanent art collection
- Establish El Segundo as a cultural placemaking destination, encouraging tourism and increasing revenue for local businesses

El Segundo Parks & Recreation

Northwest Corner @ E. Pine Avenue & Eucalyptus Drive



Potential walls for mural at the George E. Gordon Clubhouse (wall facing east).



Potential walls for murals left of the George E. Gordon Clubhouse (walls facing south).



Potential walls for murals left of the George E. Gordon Clubhouse (walls facing south).



Potential walls for murals left of the George E. Gordon Clubhouse (walls facing south).



Potential walls for murals left of the George E. Gordon Clubhouse (walls facing south).



Potential wall for mural west the George E. Gordon Clubhouse (wall facing west).



Potential wall for mural south the George E. Gordon Clubhouse (wall facing south).



Potential wall for mural south the George E. Gordon Clubhouse (wall facing south).



Potential wall for mural south the George E. Gordon Clubhouse (wall facing south).



Potential wall for mural south the George E. Gordon Clubhouse (wall facing south).



Potential wall for mural south the George E. Gordon Clubhouse (wall facing south).



Potential wall for mural south the George E. Gordon Clubhouse (wall facing south).

El Segundo Parks & Recreation

Inside Joslyn Center



Potential walls for mural inside the Joslyn Center (wall facing west).



Potential walls for mural inside the Joslyn Center (wall facing east).

El Segundo Parks & Recreation

Pickleball Courts



Potential wall for mural at the Pickleball Courts (wall facing west).

El Segundo Parks & Recreation

Joslyn Center



Potential wall for mural at the Joslyn Center (wall facing north).

City of El Segundo

Water Operations

400 Lomita Street

El Segundo, CA 90245



Potential wall for mural at the Water Operations off Maryland Street (wall facing east).

El Segundo Fire Department Station 1

East Wall @ Standard Street



Potential wall for mural – Fire Department Parking Lot (wall facing east).

El Segundo Public Library

Adult Area – Ground Floor



Potential murals for the ceilings.



Potential murals on the ceilings.



Potential murals for the panoramic spaces below the windows.



Potential murals for the panoramic spaces below the windows.



Potential murals for the panoramic spaces below the windows.



Potential murals for the panoramic spaces below the windows.

El Segundo Public Library

Above Reference Desk – Adult Area



Potential murals for the panoramic spaces below the lights above the Reference Desk area.



Potential murals for the panoramic spaces below the lights above the Reference Desk area.

El Segundo Public Library

Youth Area - Downstairs



Potential mural to replace the textiles currently on display (east wall); dimensions: 142 x 86 inches (h x w).



New mural to replace existing one currently on display (east wall); dimensions: 99 x 50 ¼ inches (h x w).



New mural to replace existing one currently on display (north wall); dimensions: 101 x 50 ¼ inches (h x w).



New mural to replace existing one currently on display (north wall); dimensions: 52 x 287 ½ inches (h x w).



Potential mural wall above elevator (west wall); dimensions: 156 x 99 inches (h x w).



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Committees, Commissions and Boards

Presentations

Item Number: E.13

TITLE:

Announce Appointment to the Diversity, Equity, and Inclusion (DEI) Committee

RECOMMENDATION:

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

FISCAL IMPACT:

None

BACKGROUND:

The Diversity, Equity, and Inclusion Committee (DEI) was established July 21, 2020, for the purpose of advising the City Council on issues of diversity, equity, and inclusion. This work includes examination of four key City areas to produce a clear picture of the current practices, as well as the El Segundo community's sentiments towards these practices. Upon finding areas for improvement, the DEI Committee shall make recommendations to City Council intended to address any marginalized or underrepresented segment of our community. The Committee is a standing advisory committee that serves at the behest of the City Council. The four initial study topics are 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.)

Announce Appointment to the DEI Committee

February 7, 2023

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DISCUSSION:

The Diversity, Equity, and Inclusion Committee is a 9-member committee, comprised of residents or property owners, business members, or students of a public or private school based in El Segundo.

Staff recommends that City Council announce the following appointment:

Candidate	Appointed to:
Valerie Green	Diversity, Equity, and Inclusion Committee (DEI) – Partial Term to expire, October 31, 2025

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



City Council Agenda Statement
Meeting Date: February 7, 2023
Agenda Heading: Reports - City Treasurer
Item Number: G.14

TITLE:

Investment Portfolio Report for December 2022

RECOMMENDATION:

1. Receive and file the Investment Portfolio Report dated December 2022.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None

BACKGROUND:

The Treasury Department provides an Investment Portfolio Report presented to City Council on a quarterly basis. This current report includes the status of Treasury investment activities and related economic indicators as of December 2022.

DISCUSSION:

See attached Investment Portfolio Report.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5B: El Segundo approaches its work in a financially strategic and responsible way.

Presentation of Investment Portfolio Report for December 2022
February 7, 2023
Page 2 of 2

PREPARED BY:

Matthew Robinson, City Treasurer

REVIEWED BY:

Matthew Robinson, City Treasurer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. December 2022 Portfolio Report



City of El Segundo Investment Portfolio Report December 2022

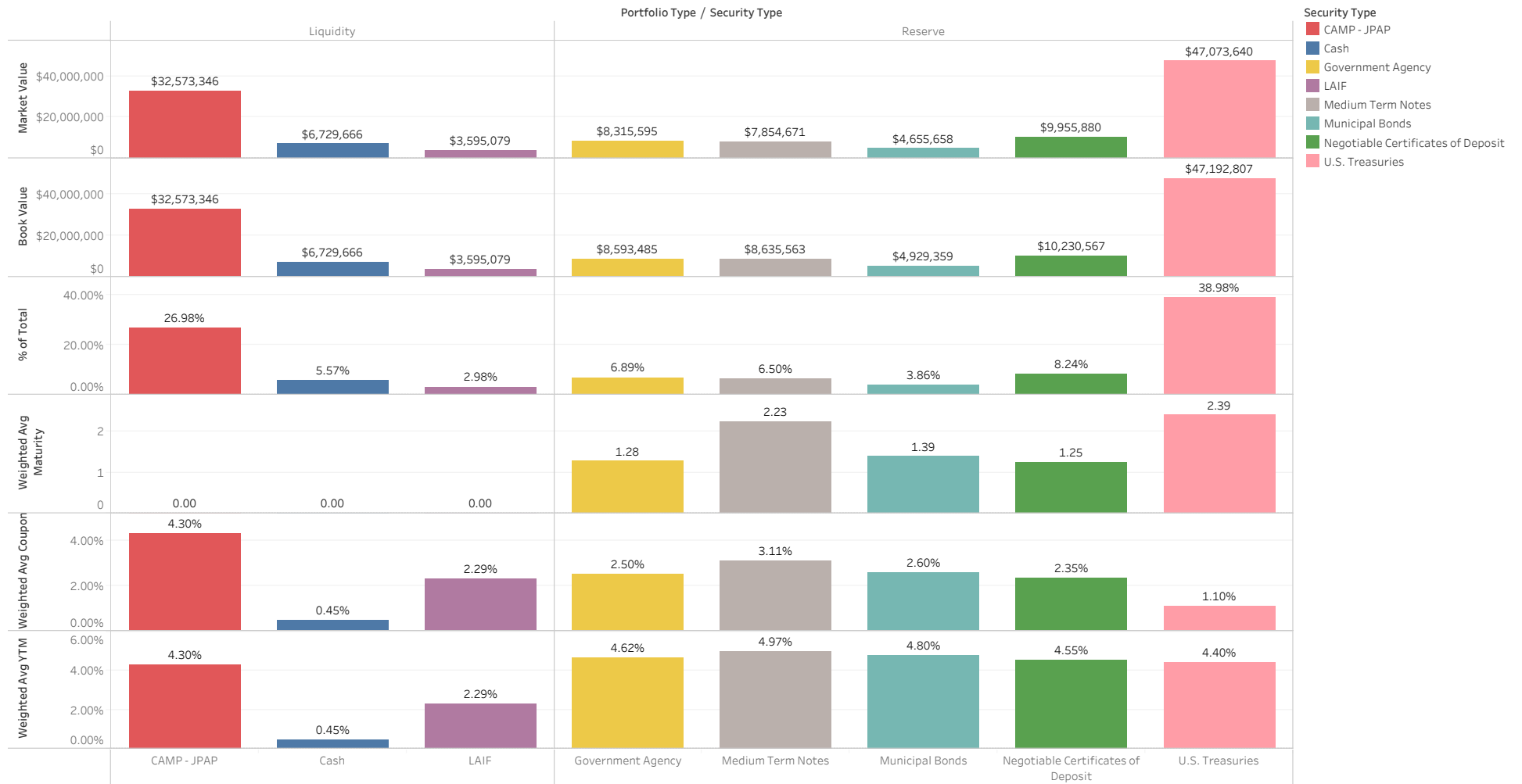
Certified By:
City Treasurers Office



Portfolio

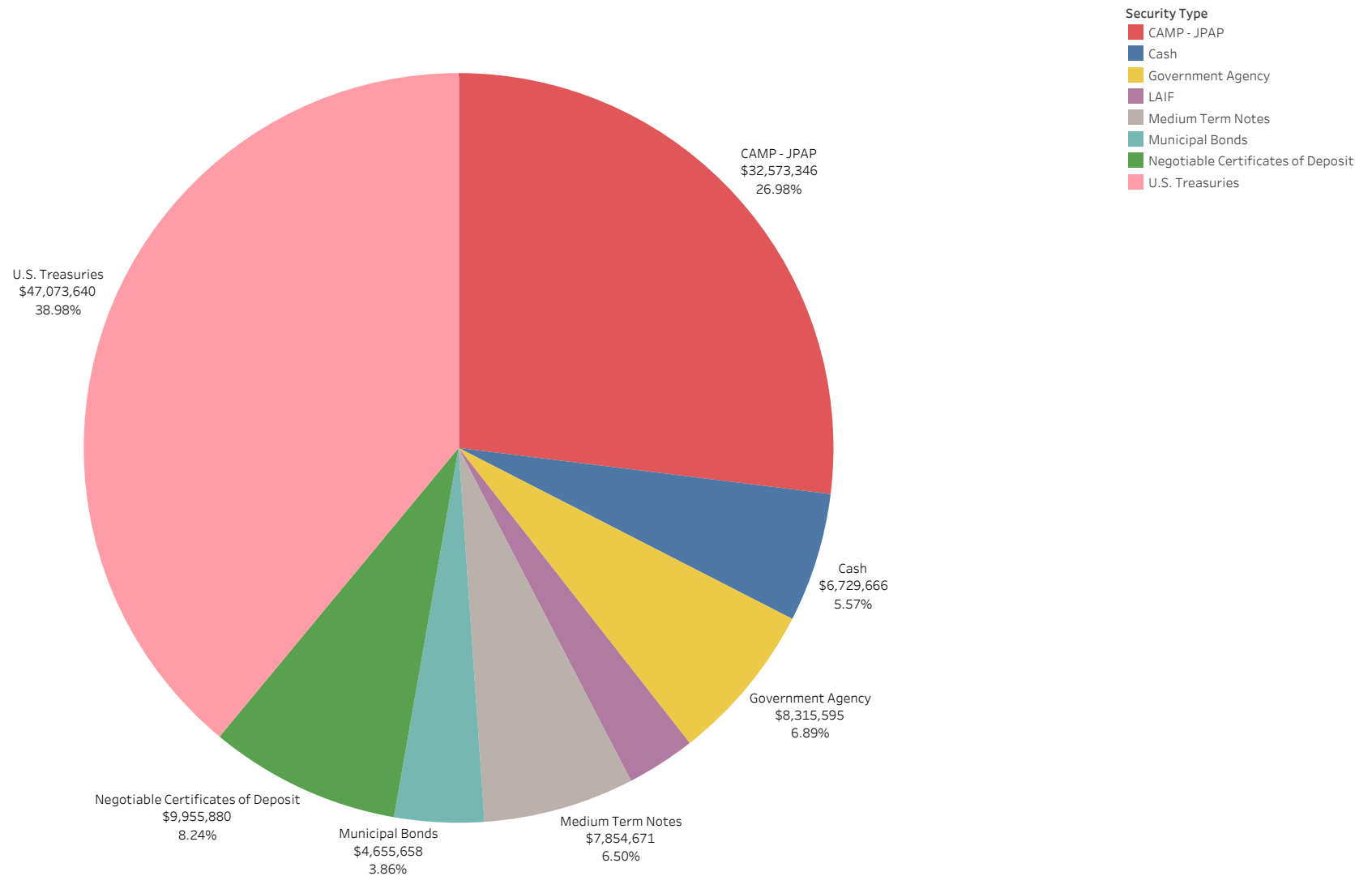
Portfolio Summary

As of December 2022



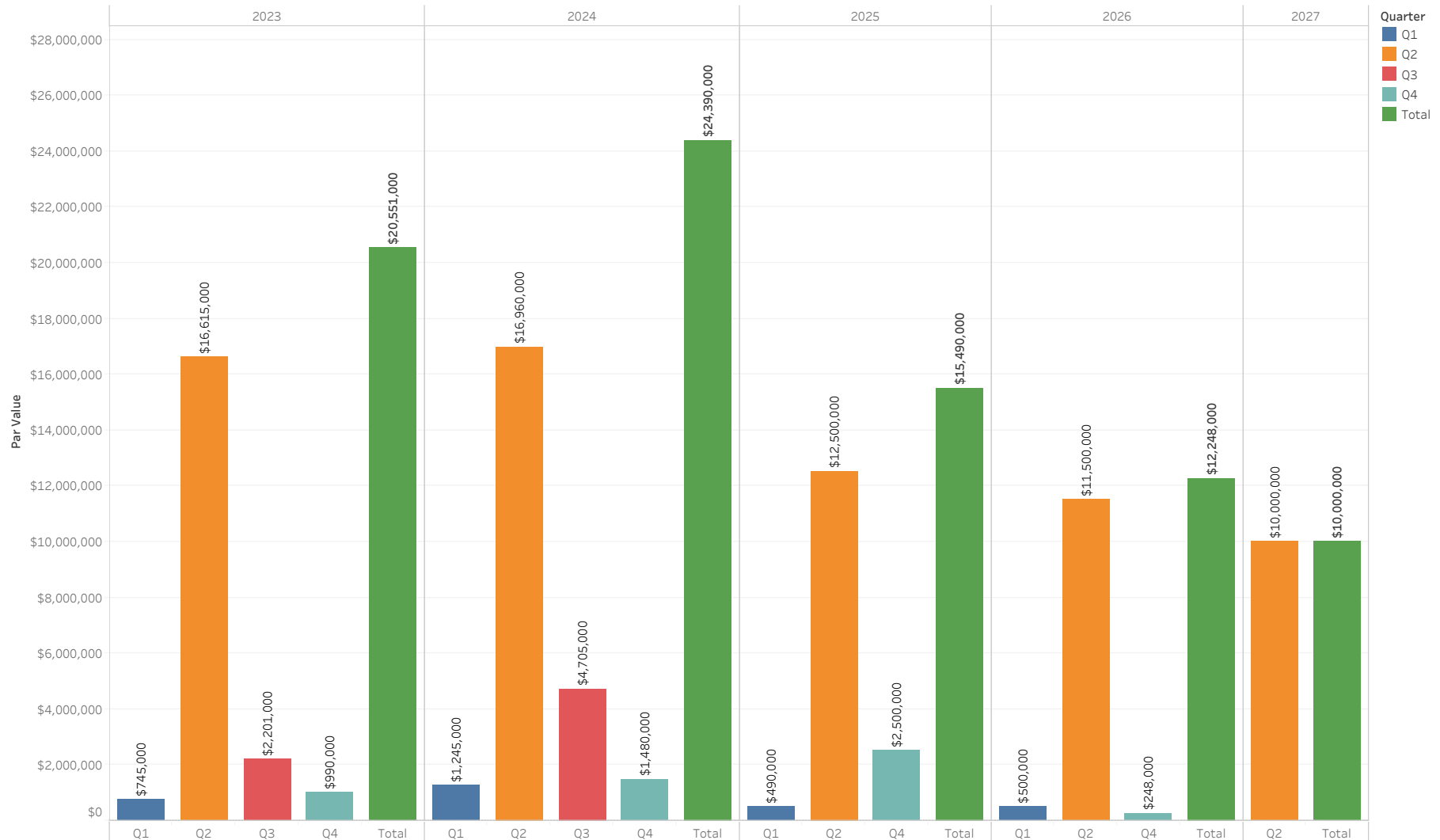
Investments by Security Type

As of December 2022



Reserve Portfolio Ladder by Quarter

As of December 2022



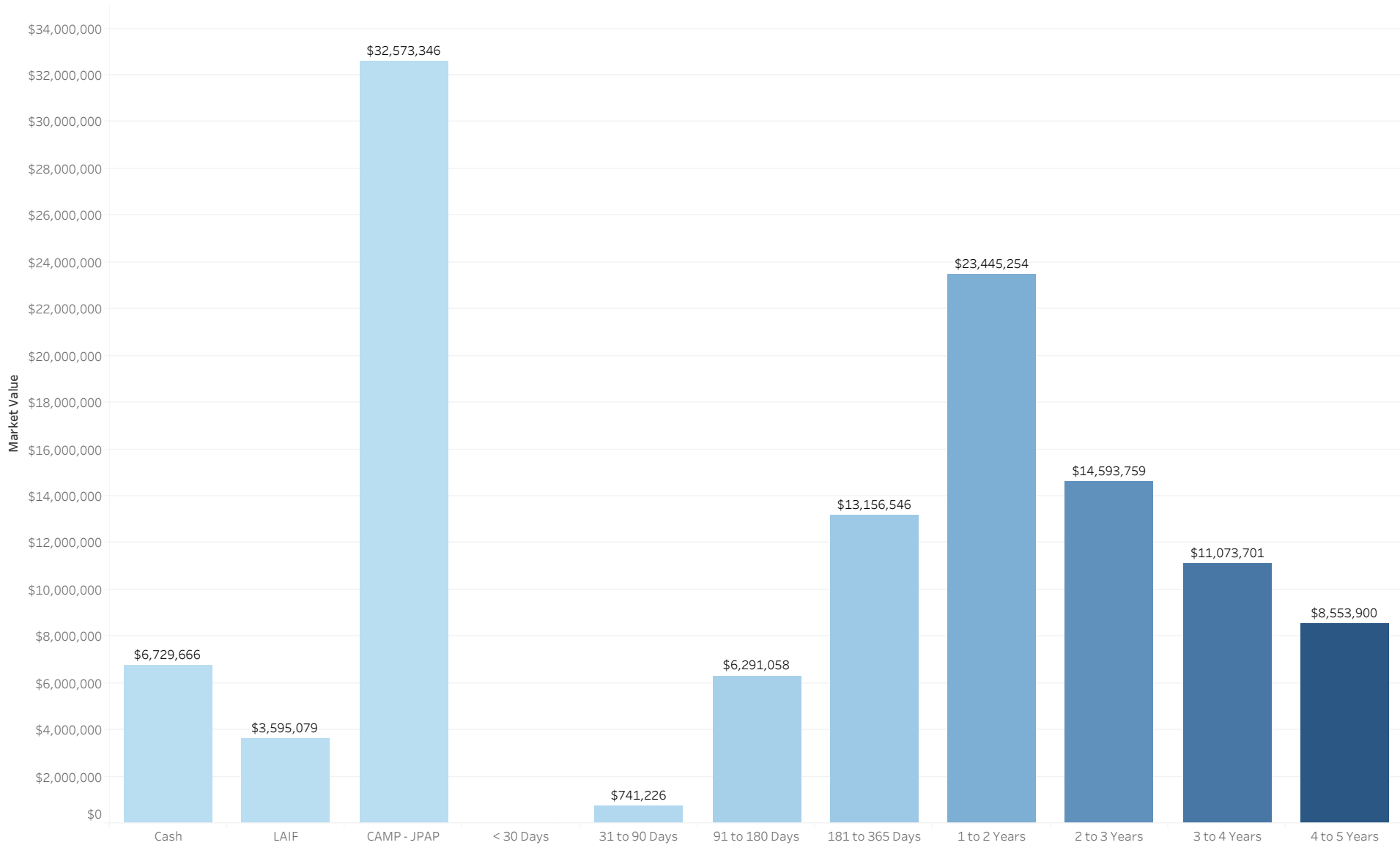
Ladder Diversification

As of December 2022



Investments by Maturity Date

As of December 2022



Portfolio

As of December 2022

Portfolio Ty..	Security Type	Issuer	CUSIP	Days to Maturity	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Liquidity	Cash	Bank	Cash	1	0.45%	\$6,729,666	\$6,729,666	\$6,729,666	\$0
	LAIF	LAIF	LAIF	1	2.29%	\$3,595,079	\$3,595,079	\$3,595,079	\$0
	CAMP - JPAP	CAMP - JPAP	CAMP - JPAP	1	4.30%	\$32,573,346	\$32,573,346	\$32,573,346	\$0
Reserve	Medium Term Notes	APPLE INC	037833AK6	124	2.42%	\$500,000	\$496,000	\$480,685	\$15,315
		ASTRAZENECA FINANCE L	04636NAA1	1,245	1.35%	\$500,000	\$445,155	\$501,040	(\$55,885)
		BANK OF AMERICA CORP	06051GFX2	1,206	3.67%	\$500,000	\$477,170	\$554,155	(\$76,985)
		BERKSHIRE HATHAWAY IN	084670BR8	75	2.76%	\$500,000	\$497,860	\$513,756	(\$15,896)
		CIGNA CORP	125523AG5	1,051	4.22%	\$500,000	\$488,515	\$564,210	(\$75,695)
		CITIGROUP INC	172967KN0	1,218	3.59%	\$500,000	\$473,905	\$550,715	(\$76,810)
		COCA COLA CO THE	191216CL2	616	1.84%	\$500,000	\$476,495	\$493,865	(\$17,370)
		ESTEE LAUDER CO INC	29736RAN0	702	2.11%	\$500,000	\$474,440	\$501,600	(\$27,160)
		GOLDMAN SACHS GROUP I	38141GXJ8	823	3.64%	\$500,000	\$480,820	\$545,605	(\$64,785)
		INTERCONTINENTAL EXCH	45866FAD6	1,067	3.85%	\$500,000	\$487,485	\$557,000	(\$69,515)
		JOHNS HOPKINS HEALTH	478111AB3	136	2.79%	\$145,000	\$143,981	\$141,068	\$2,913
		MEAD JOHNSON NUTRITIO	582839AH9	1,051	4.21%	\$500,000	\$489,625	\$565,170	(\$75,545)
		MORGAN STANLEY	61746BDZ6	1,124	4.00%	\$500,000	\$484,010	\$561,240	(\$77,230)
		ORACLE CORP	68389XBL8	259	2.45%	\$500,000	\$490,070	\$492,550	(\$2,480)
		STRYKER CORP	863667AH4	1,037	3.49%	\$500,000	\$483,110	\$548,175	(\$65,065)
		UNITED PARCEL SERVICE	911312BT2	611	2.30%	\$500,000	\$478,935	\$504,105	(\$25,170)
		UNITEDHEALTH GROUP IN	91324PDN9	1,081	3.80%	\$500,000	\$487,095	\$560,625	(\$73,530)
	Municipal Bonds	CONNECTICUT ST TXBL S	20772KGN3	472	3.10%	\$1,000,000	\$980,990	\$1,064,850	(\$83,860)
		GOODRICH MI AREA SCH	382406PY6	122	2.74%	\$300,000	\$298,293	\$304,584	(\$6,291)
		HOUSTON TX REF SER B	442331ST7	427	2.01%	\$1,000,000	\$968,190	\$1,006,410	(\$38,220)
		NEW YORK NY TXBL FISC	64966QCA6	580	2.22%	\$1,000,000	\$960,850	\$1,003,750	(\$42,900)
		ONTARIO CA INTERNATIO	683042AJ4	867	3.05%	\$500,000	\$474,750	\$538,090	(\$63,340)
		OREGON ST DEPT ADMINI	68607VT47	458	2.88%	\$500,000	\$489,060	\$510,125	(\$21,065)
		TULSA CNTY OKLA INDPT	899593MG9	519	2.69%	\$500,000	\$483,525	\$501,550	(\$18,025)
	Negotiable Certificates of Deposit	1ST SECURITY BANK OF	33625CCP2	578	2.08%	\$245,000	\$235,220	\$245,000	(\$9,780)
		ABACUS FEDERAL SAVING	00257TBF2	581	2.08%	\$245,000	\$235,188	\$245,000	(\$9,812)
		ALMA BK ASTORIA NEW Y	020080BL0	621	1.84%	\$245,000	\$233,561	\$245,000	(\$11,439)
		AMERICAN ST BK SIOUX	029728BA9	483	2.57%	\$245,000	\$238,324	\$245,000	(\$6,676)
		AUSTIN TELCO FED CR U	052392CH8	1,447	4.89%	\$248,000	\$251,261	\$248,000	\$3,261
		BALBOA THRIFT LN ASSN	05765LAY3	201	2.08%	\$245,000	\$241,933	\$245,000	(\$3,067)
		BANK OF NEW ENGLAND	06426KBE7	510	2.72%	\$245,000	\$238,463	\$245,000	(\$6,537)
		BANK3	06653LAJ9	77	0.91%	\$245,000	\$243,366	\$245,000	(\$1,634)
		CITADEL FED CR UN EXT	17286TAG0	790	1.76%	\$245,000	\$230,178	\$245,000	(\$14,823)
		COMMERCE BK GENEVA MI	20056QRZ8	544	2.38%	\$245,000	\$236,827	\$245,000	(\$8,173)
		COMMERCIAL BK HARROGA	20143PDX5	166	2.47%	\$245,000	\$243,008	\$245,000	(\$1,992)
		DENVER SVGS BK IOWA	249398BT4	173	2.27%	\$245,000	\$242,680	\$245,000	(\$2,320)
		ENCORE BK LITTLE ROCK	29260MAM7	227	2.03%	\$245,000	\$241,357	\$245,000	(\$3,643)
		ENERBANK USA SALT LAK	29278TMN7	327	1.85%	\$245,000	\$238,978	\$245,000	(\$6,022)
		ENTERPRISE BANK PA	29367RKT2	503	2.67%	\$245,000	\$238,439	\$245,000	(\$6,561)
		FIRST FMRS BK TR CONV	320165JK0	614	1.83%	\$245,000	\$233,683	\$245,000	(\$11,317)
		FIRST NATIONAL BANK O	32112UDM0	368	1.80%	\$245,000	\$238,030	\$245,000	(\$6,970)

Portfolio

As of December 2022

Portfolio Ty..	Security Type	Issuer	CUSIP	Days to Maturity	Coupon	Par Value	Market Value	Book Value	Unrealized P/L
Reserve	Negotiable Certificates of Deposit	FIRST ST BK BUXTON ND	33648RAZ2	249	1.68%	\$245,000	\$240,335	\$245,000	(\$4,665)
		GENOA BKG CO OHIO	372348CJ9	579	2.03%	\$245,000	\$235,033	\$245,000	(\$9,967)
		GRAND RIV BK GRANDVIL	38644ABP3	581	2.08%	\$245,000	\$235,188	\$245,000	(\$9,812)
		HORIZON BK WAVERLY NE	44042TBQ6	242	1.73%	\$231,000	\$227,537	\$227,867	(\$330)
		INDUSTRIAL COML BK CH	45581EAX9	182	3.32%	\$245,000	\$243,812	\$245,000	(\$1,188)
		KNOX TVA EMPL CREDIT	499724AD4	243	3.28%	\$245,000	\$243,040	\$245,000	(\$1,960)
		KS STATEBANK MANHATTA	50116CBF5	138	2.32%	\$200,000	\$198,564	\$199,700	(\$1,136)
		LAFAYETTE FED CR UN R	50625LAE3	271	3.33%	\$245,000	\$242,761	\$245,000	(\$2,239)
		LIVE OAK BANKING COMP	538036GU2	698	1.95%	\$245,000	\$232,681	\$245,000	(\$12,319)
		MAINSTREET BANK	56065GAG3	483	2.67%	\$245,000	\$238,637	\$245,000	(\$6,363)
		MID MO BK SPRINGFIELD	59541KBV8	565	1.98%	\$245,000	\$235,063	\$245,000	(\$9,937)
		MORGAN STANLEY BK N A	61690UPF1	700	2.05%	\$245,000	\$233,201	\$245,000	(\$11,799)
		MORGAN STANLEY PVT BK	61760AYR4	468	2.86%	\$245,000	\$239,478	\$245,000	(\$5,522)
		NEIGHBORS FCU BATON R	64017AAM6	272	3.33%	\$245,000	\$242,768	\$245,000	(\$2,232)
		PLAINS ST BK TEX	726547BK7	539	2.38%	\$245,000	\$236,900	\$245,000	(\$8,100)
		POPPY BK SANTA ROSA C	73319FAF6	809	1.19%	\$245,000	\$226,968	\$245,000	(\$18,032)
		PREFERRED BANK LA CAL	740367HP5	595	2.09%	\$245,000	\$234,962	\$245,000	(\$10,038)
		RAYMOND JAMES BANK NA	75472RAU5	731	1.95%	\$245,000	\$232,199	\$245,000	(\$12,801)
		RIA FED CR UN	749622AL0	361	2.55%	\$245,000	\$239,946	\$245,000	(\$5,054)
		RIVERBANK POCAHONTAS	76857AAB7	171	2.37%	\$245,000	\$242,824	\$245,000	(\$2,176)
		STONE BK MTN VIEW ARK	86158RAV1	94	3.11%	\$245,000	\$244,361	\$245,000	(\$639)
		UBS BANK USA	90348JCR9	151	3.16%	\$245,000	\$243,917	\$245,000	(\$1,083)
		UPPER PENNISUA STATE	91630PAS0	728	1.85%	\$245,000	\$231,716	\$245,000	(\$13,284)
		WASHINGTON FEDERAL	938828BJ8	602	2.14%	\$245,000	\$235,043	\$245,000	(\$9,957)
		WELLS FARGO BANK NA	949763B96	511	2.72%	\$245,000	\$238,451	\$245,000	(\$6,549)
	Government Agency	F H L M C	3137EAEN5	171	2.77%	\$1,000,000	\$991,560	\$1,017,080	(\$25,520)
		F H L M C M T N	3137EAES4	178	0.26%	\$1,000,000	\$979,360	\$974,857	\$4,503
		FEDERAL AGRI MTG CORP	31422BPQ7	327	1.67%	\$500,000	\$485,910	\$499,884	(\$13,974)
		FEDERAL FARM CREDIT B	3133EKS7	178	1.79%	\$1,000,000	\$986,670	\$998,607	(\$11,937)
		FEDERAL HOME LOAN BKS	3130A1XJ2	532	2.94%	\$2,000,000	\$1,953,800	\$2,089,405	(\$135,605)
			3130ASA82	903	2.56%	\$500,000	\$488,635	\$497,010	(\$8,375)
			3130ASE96	910	3.31%	\$1,000,000	\$965,380	\$990,123	(\$24,743)
			3130ASH77	546	3.64%	\$1,000,000	\$979,680	\$1,000,000	(\$20,320)
		TENNESSEE VALLEY AUTH	880591ER9	625	2.97%	\$500,000	\$484,600	\$526,520	(\$41,920)
	U.S. Treasuries	U S TREASURY BILL	912796X53	167	4.41%	\$1,000,000	\$979,840	\$971,032	\$8,808
		U S TREASURY NOTE	91282CCJ8	1,278	0.98%	\$10,000,000	\$8,942,200	\$8,978,125	(\$35,925)
			91282CCK5	182	0.13%	\$10,000,000	\$9,778,100	\$9,734,275	\$43,825
			91282CEX5	548	3.07%	\$10,000,000	\$9,760,600	\$9,840,625	(\$80,025)
			91282ZV5	1,643	0.58%	\$10,000,000	\$8,553,900	\$8,611,719	(\$57,819)
			91282ZW3	913	0.28%	\$10,000,000	\$9,059,000	\$9,057,031	\$1,969



Transactions

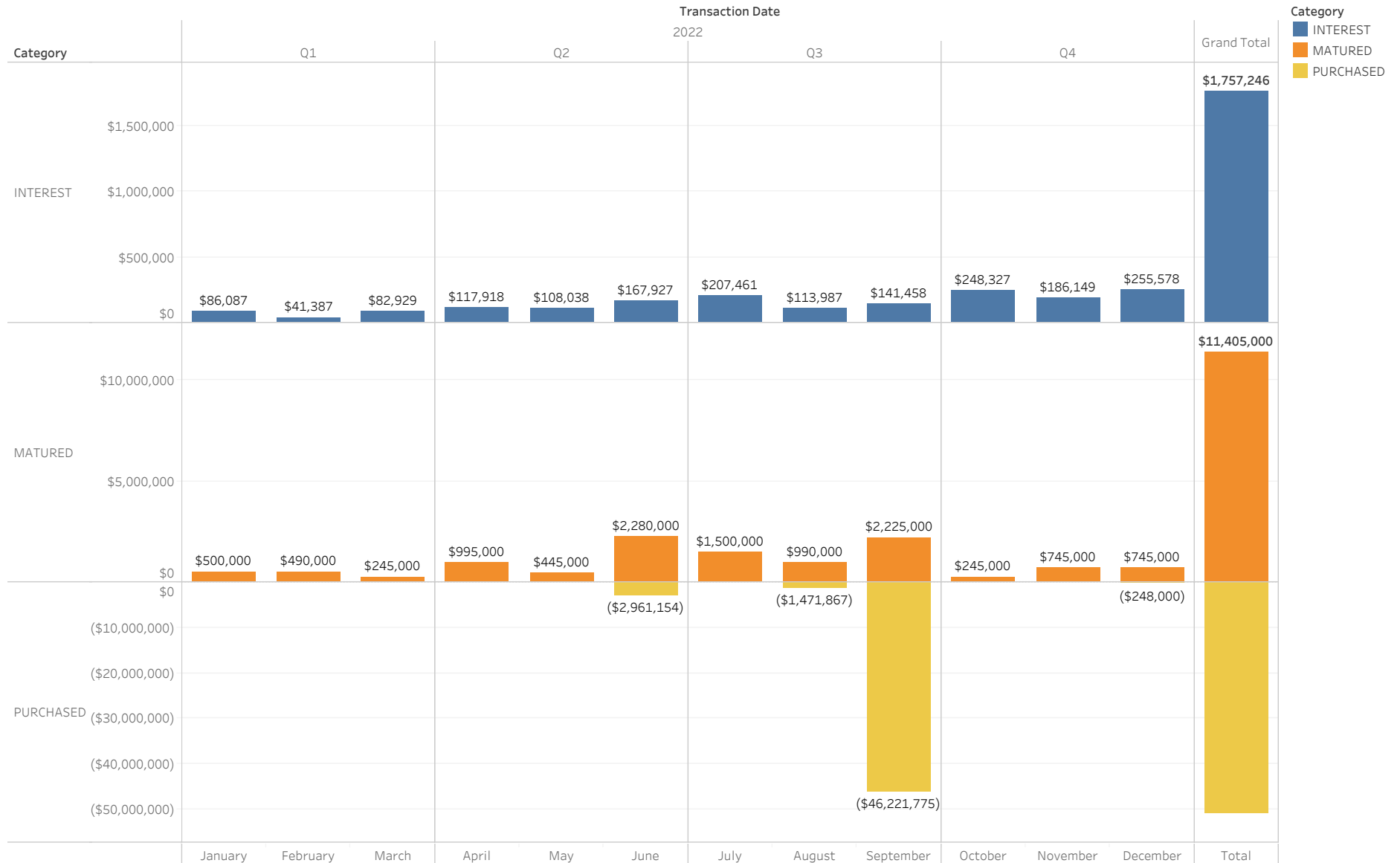
Transactions

Prior 3 Months as of December 2022

Year of Transaction Date	Month of Transaction Date	Day of Transaction Date	Issuer	CUSIP	Maturity Date	Coupon	Par Value	Book Value
2022	December	16	AUSTIN TELCO FED C D	052392CH8	12/16/26	4.950%	\$248,000	\$248,000.00

Interest Received

As of December 2022





Compliance

Asset Class Compliance

As of December 2022

Security Type	In Compliance?	Max Weight	Weight	Par Value	Book Value	Market Value
Cash	Y	100%	5.57%	\$6,729,666	\$6,729,666	\$6,729,666
LAIF	Y	100%	2.98%	\$3,595,079	\$3,595,079	\$3,595,079
CAMP - JPAP	Y	30%	26.98%	\$32,573,346	\$32,573,346	\$32,573,346
Medium Term Notes	Y	15%	6.50%	\$8,145,000	\$8,635,563	\$7,854,671
Municipal Bonds	Y	10%	3.86%	\$4,800,000	\$4,929,359	\$4,655,658
Negotiable Certificates of Deposit	Y	30%	8.24%	\$10,234,000	\$10,230,567	\$9,955,880
Government Agency	Y	100%	6.89%	\$8,500,000	\$8,593,485	\$8,315,595
U.S. Treasuries	Y	100%	38.98%	\$51,000,000	\$47,192,807	\$47,073,640
Totals			100.00%	\$125,577,092	\$122,479,873	\$120,753,535

Rating Compliance

As of December 2022

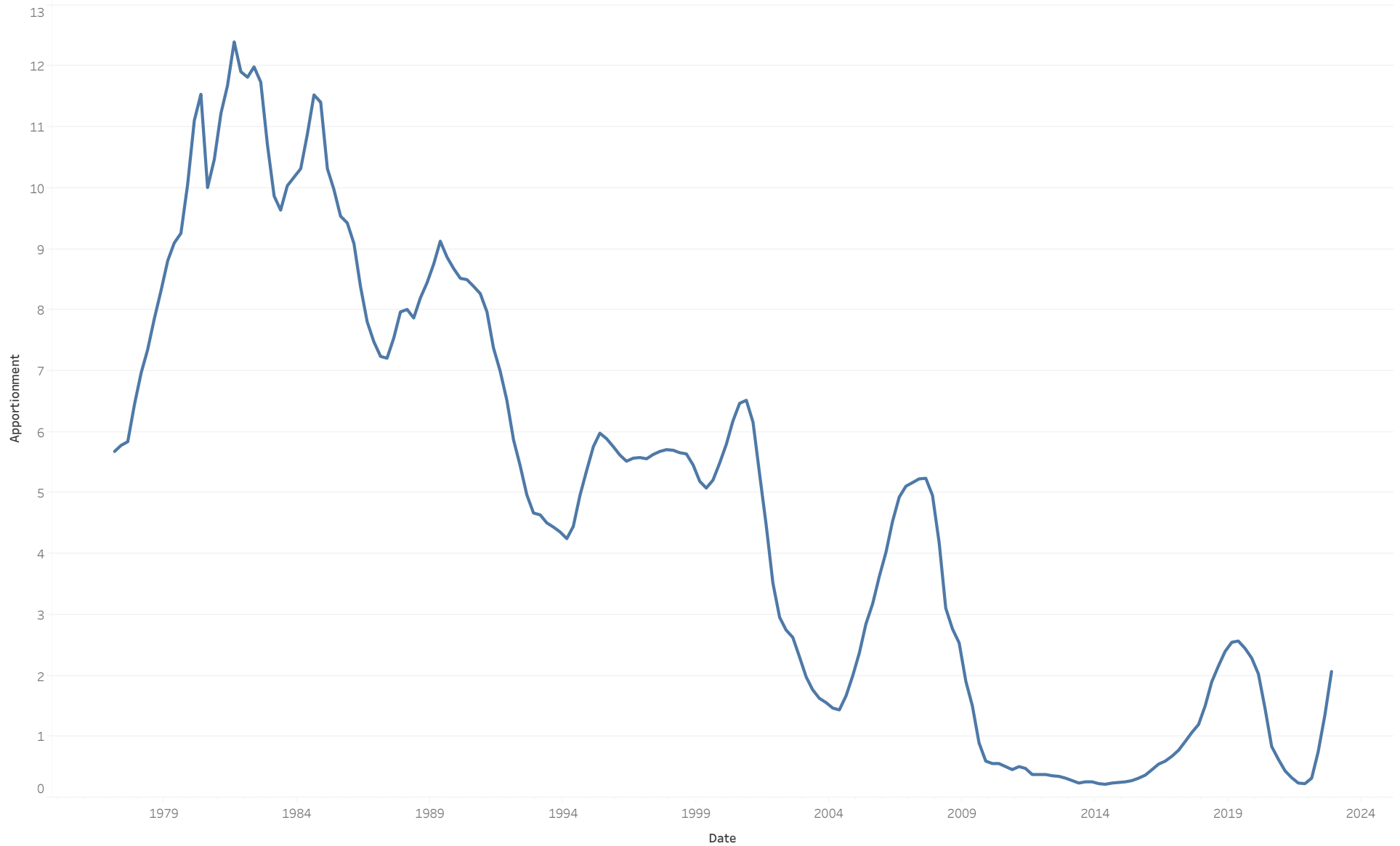
Security Type	Issuer	CUSIP	S&P Rating	Moody Rating	In Compliance?	Market Value	Weight	Maximum % of Portfolio
Government Agency	F H L M C	3137EAEN5	AA+	AAA	Y	\$991,560	0.82%	3.00%
	F H L M C M T N	3137EAES4	AA+	AAA	Y	\$979,360	0.81%	3.00%
	FEDERAL AGRI MTG CORP	31422BPQ7	N/A	N/A	Y	\$485,910	0.40%	3.00%
	FEDERAL FARM CREDIT B	3133EKS7	AA+	AAA	Y	\$986,670	0.82%	3.00%
	FEDERAL HOME LOAN BKS	3130A1XJ2	AA+	AAA	Y	\$1,953,800	1.62%	3.00%
		3130ASA82	AA+	AAA	Y	\$488,635	0.40%	3.00%
		3130ASE96	AA+	AAA	Y	\$965,380	0.80%	3.00%
		3130ASH77	AA+	AAA	Y	\$979,680	0.81%	3.00%
	TENNESSEE VALLEY AUTH	880591ER9	AA+	AAA	Y	\$484,600	0.40%	3.00%
	APPLE INC	037833AK6	AA+	AAA	Y	\$496,000	0.41%	3.00%
Medium Term Notes	ASTRAZENECA FINANCE L	04636NAA1	A	A3	Y	\$445,155	0.37%	3.00%
	BANK OF AMERICA CORP	06051GFX2	A-	A2	Y	\$477,170	0.40%	3.00%
	BERKSHIRE HATHAWAY IN	084670BR8	AA	AA2	Y	\$497,860	0.41%	3.00%
	CIGNA CORP	125523AG5	A-	BAA1	Y	\$488,515	0.40%	3.00%
	CITIGROUP INC	172967KN0	BBB+	A3	Y	\$473,905	0.39%	3.00%
	COCA COLA CO THE	191216CL2	A+	A1	Y	\$476,495	0.39%	3.00%
	ESTEE LAUDER CO INC	29736RAN0	A+	A1	Y	\$474,440	0.39%	3.00%
	GOLDMAN SACHS GROUP I	38141GXJ8	BBB+	A2	Y	\$480,820	0.40%	3.00%
	INTERCONTINENTAL EXCH	45866FAD6	A-	A3	Y	\$487,485	0.40%	3.00%
	JOHNS HOPKINS HEALTH	478111AB3	AA-	AA2	Y	\$143,981	0.12%	3.00%
	MEAD JOHNSON NUTRITIO	582839AH9	A-	A3	Y	\$489,625	0.41%	3.00%
	MORGAN STANLEY	61746BDZ6	A-	A1	Y	\$484,010	0.40%	3.00%
	ORACLE CORP	68389XBL8	BBB	BAA2	Y	\$490,070	0.41%	3.00%
	STRYKER CORP	863667AH4	BBB+	BAA1	Y	\$483,110	0.40%	3.00%
	UNITED PARCEL SERVICE	911312BT2	A	A2	Y	\$478,935	0.40%	3.00%
	UNITEDHEALTH GROUP IN	91324PDN9	A+	A3	Y	\$487,095	0.40%	3.00%
Municipal Bonds	CONNECTICUT ST TXBL S	20772KGN3	AA-	AA3	Y	\$980,990	0.81%	5.00%
	GOODRICH MI AREA SCH	382406PY6	AA	N/A	Y	\$298,293	0.25%	5.00%
	HOUSTON TX REF SER B	4423315T7	AA	AA3	Y	\$968,190	0.80%	5.00%
	NEW YORK NY TXBL FISC	64966QCA6	AA	AA2	Y	\$960,850	0.80%	5.00%
	ONTARIO CA INTERNATIO	683042AJ4	AA	N/A	Y	\$474,750	0.39%	5.00%
	OREGON ST DEPT ADMINI	68607VT47	AAA	AA2	Y	\$489,060	0.41%	5.00%
	TULSA CNTY OKLA INDPT	899593MG9	N/A	AA2	Y	\$483,525	0.40%	5.00%
U.S. Treasuries	U S TREASURY BILL	912796X53	N/A	N/A	Y	\$979,840	0.81%	3.00%
	U S TREASURY NOTE	91282CCJ8	N/A	AAA	Y	\$8,942,200	7.41%	3.00%
		91282CCK5	N/A	AAA	Y	\$9,778,100	8.10%	3.00%
		91282CEX5	N/A	AAA	Y	\$9,760,600	8.08%	3.00%
		912828ZV5	Null	AAA	Y	\$8,553,900	7.08%	3.00%
		912828ZW3	N/A	AAA	Y	\$9,059,000	7.50%	3.00%



LAIF

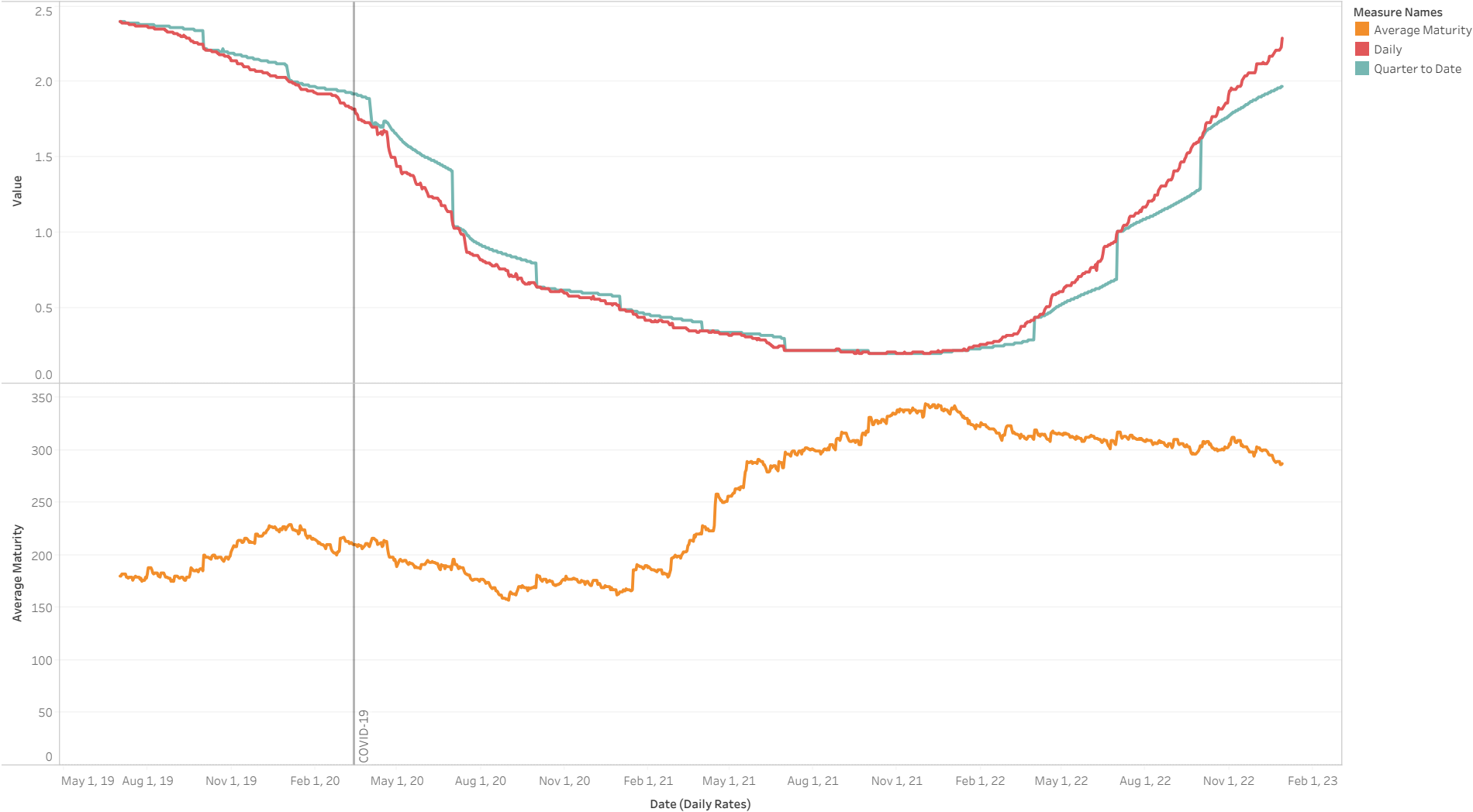
LAIF Apportionment Rates

As of December 2022



LAIF Diagnostics

As of December 2022





City Cash Flows

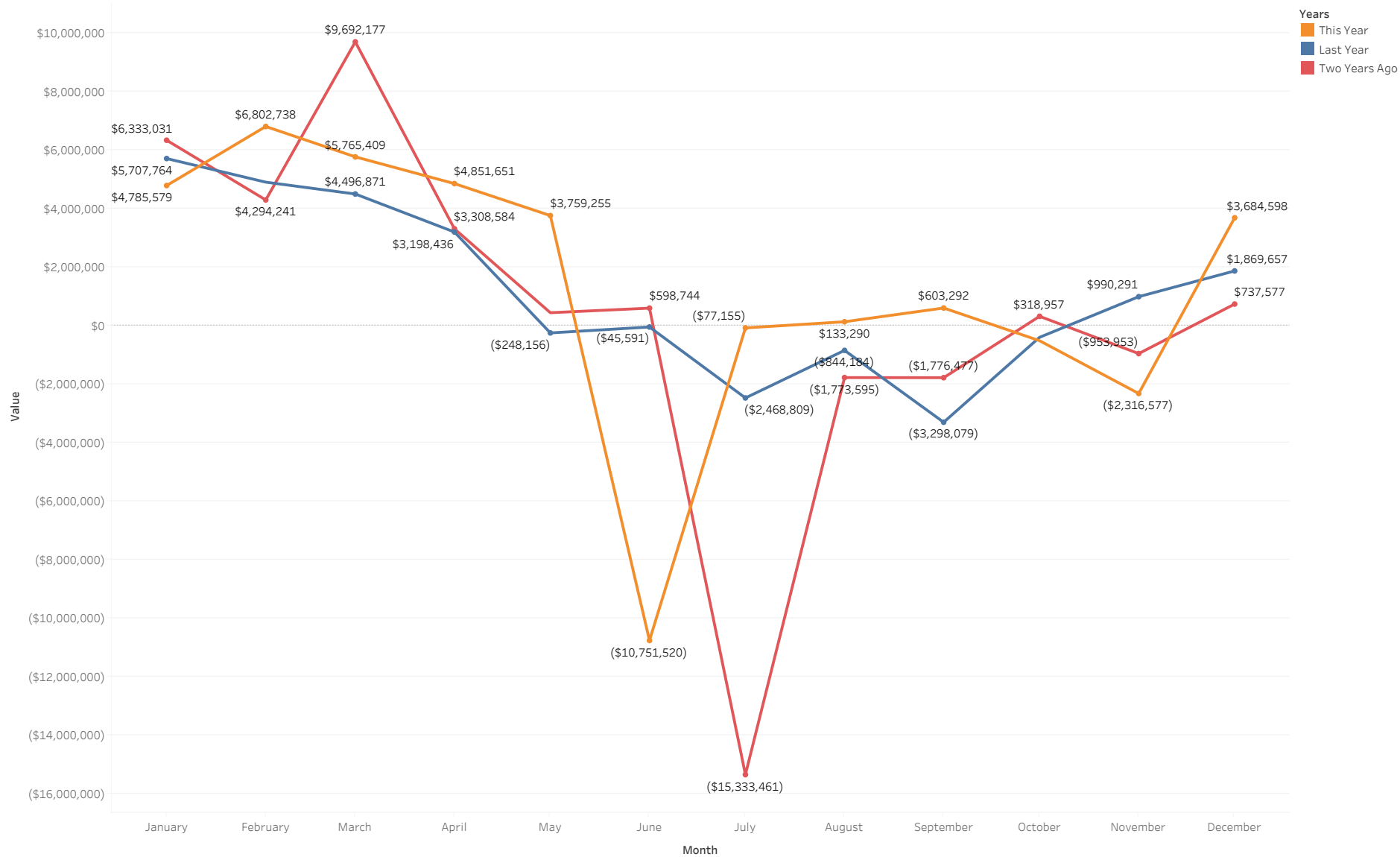
Rolling 13-Month Cash Flow Analysis

As of December 2022



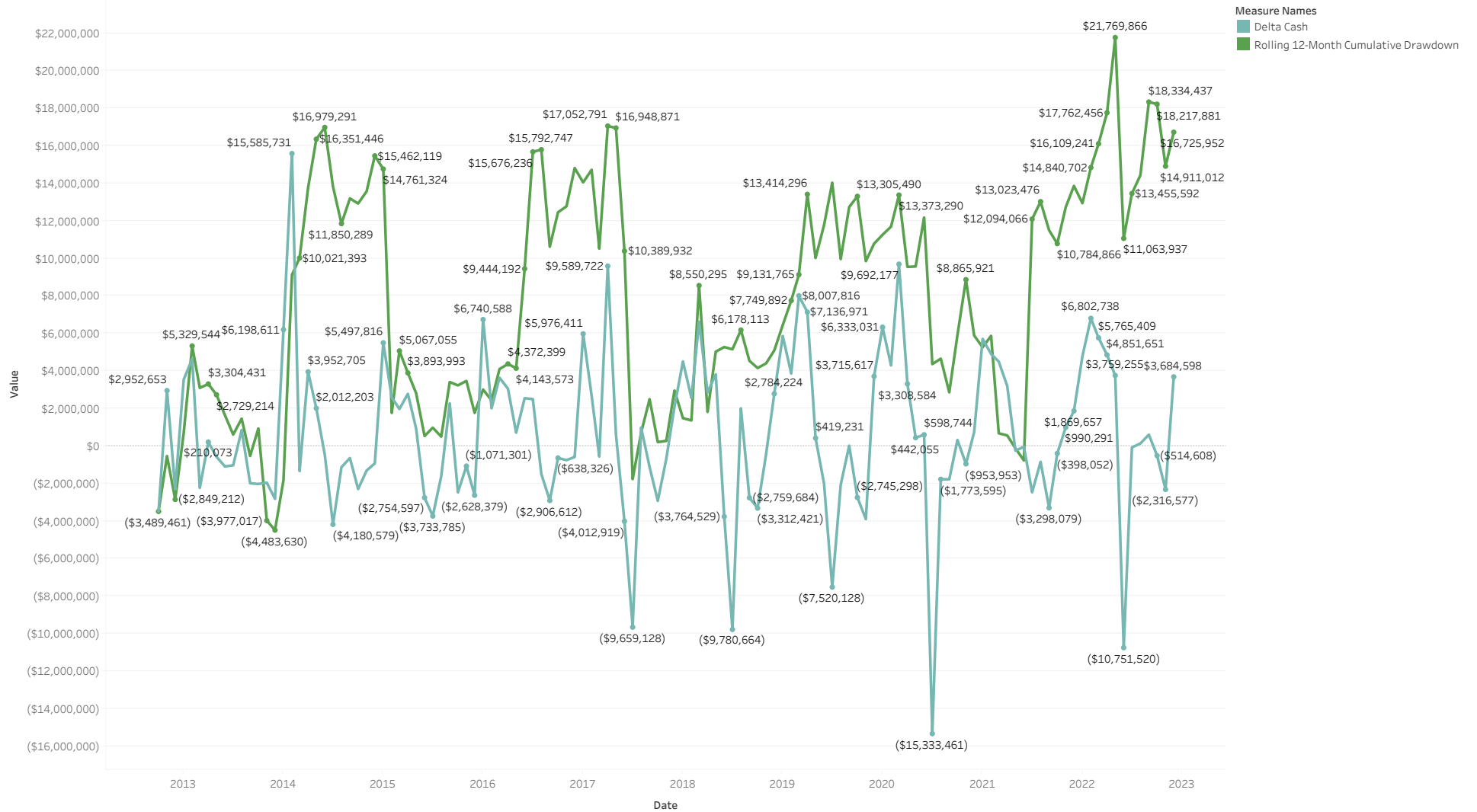
Net Change in Cash by Year

As of December 2022



Historic Drawdowns

As of December 2022

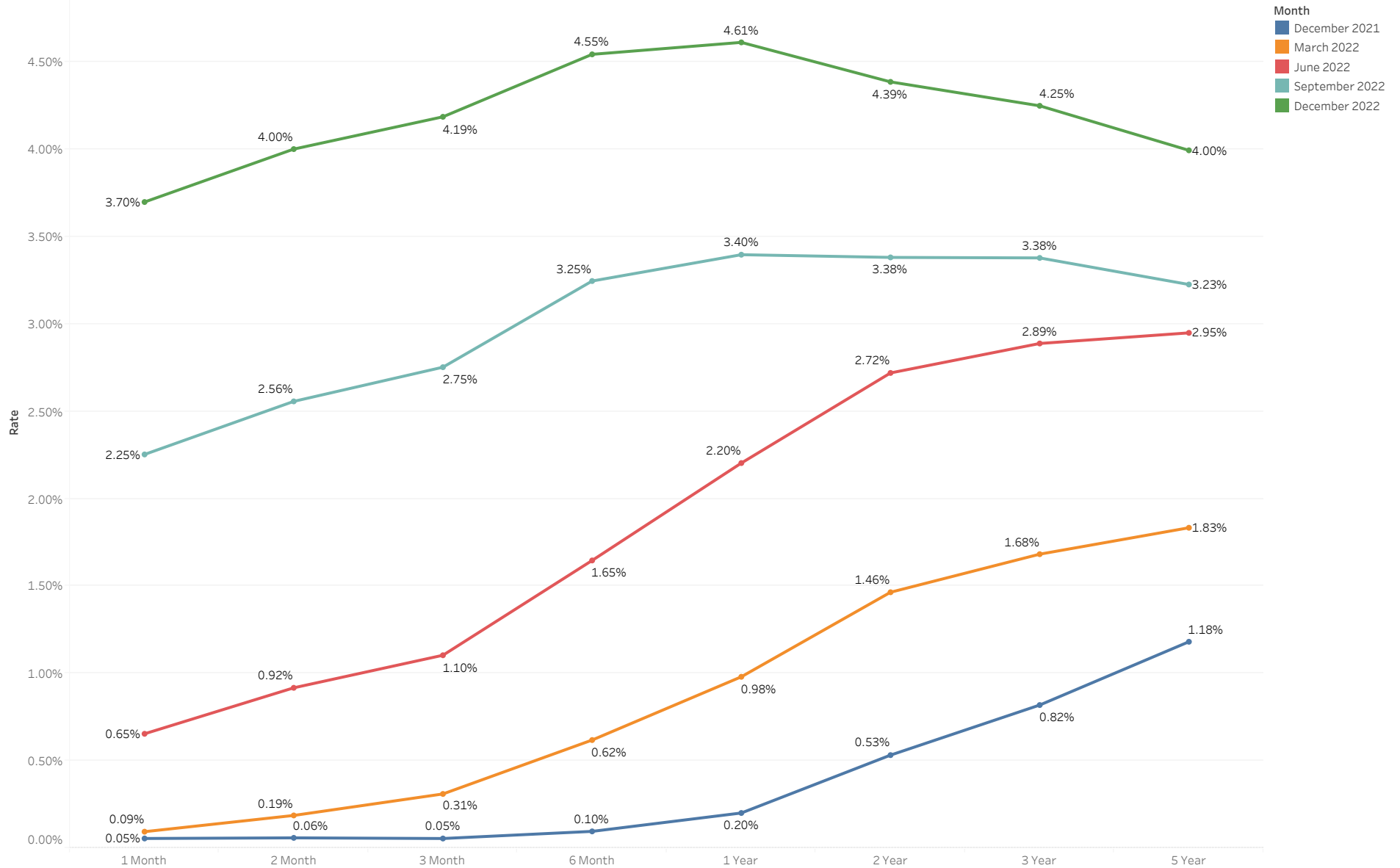




Economic Environment

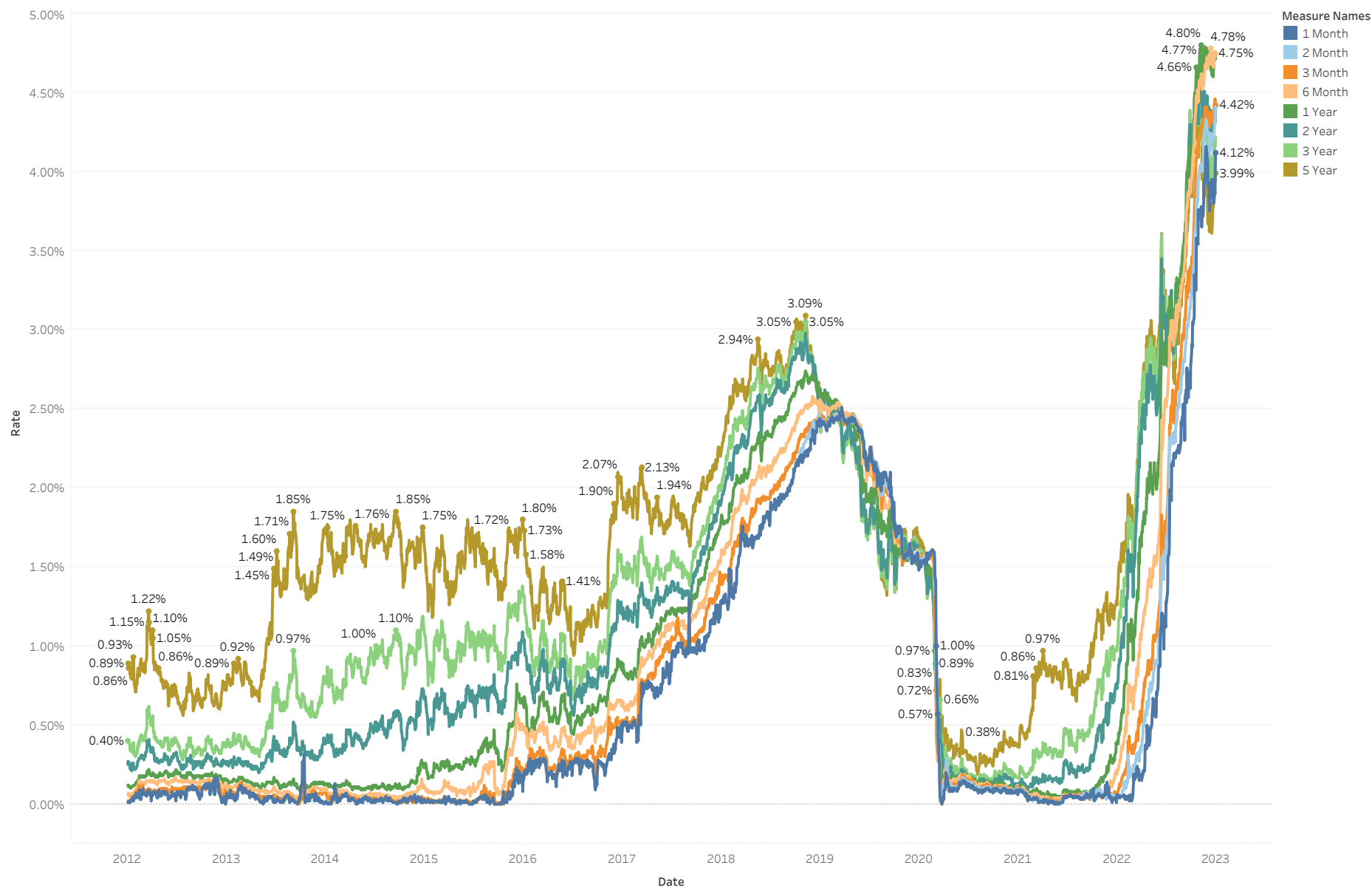
U.S. Treasury Yield Curve

As of December 2022



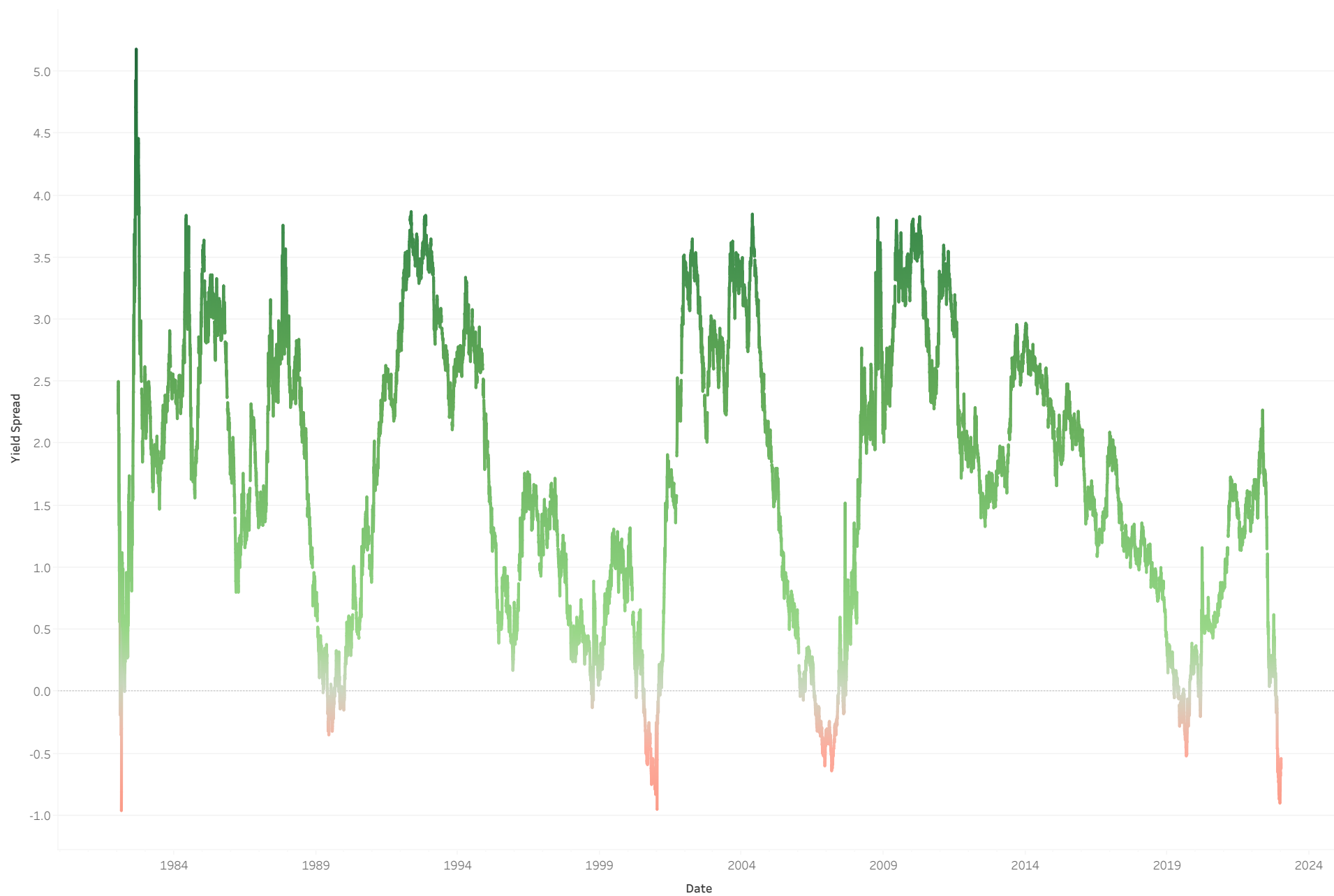
U.S. Treasury Maturity Through Time

As of December 2022



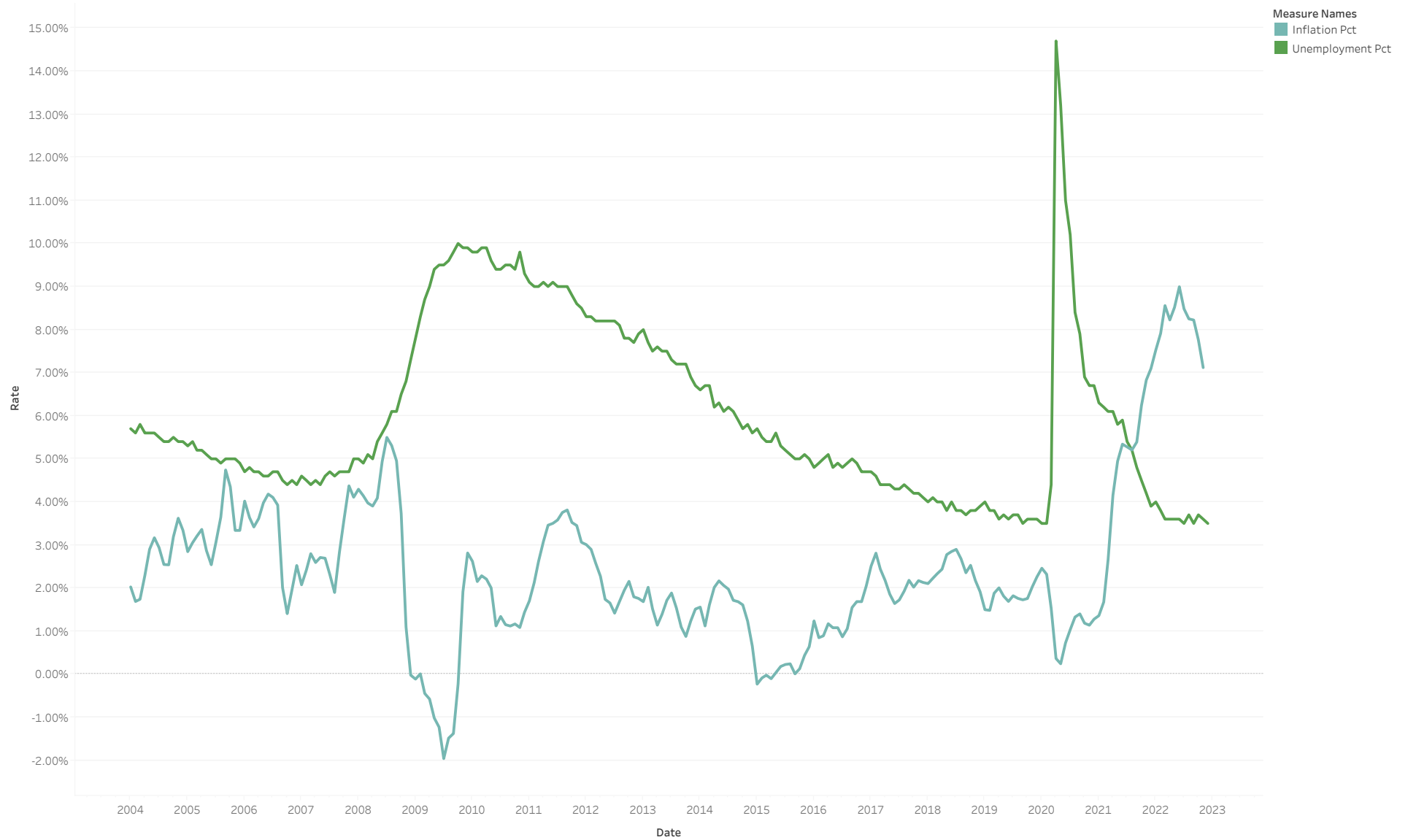
10-Year Minus 3-Month Treasury Yield Spread

As of December 2022



Unemployment vs Inflation

As of December 2022



5-Year Breakeven Inflation Prediction

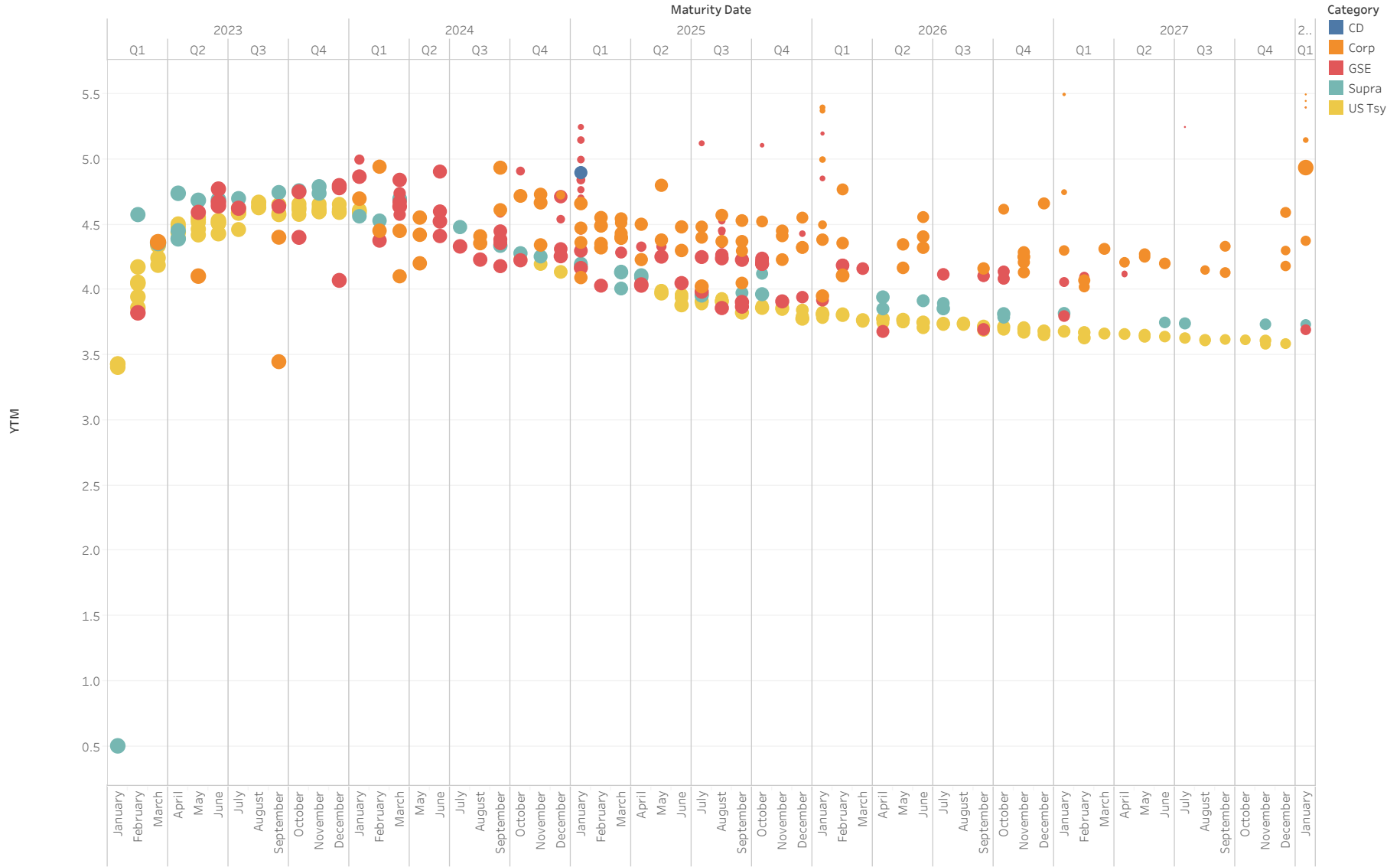
As of December 2022





Survey of Options

Bond Filter



Asset Class Compliance

As of December 2022

Security Type	In Compliance?	Max Weight	Weight	Par Value	Book Value	Market Value
Cash	Y	100%	5.57%	\$6,729,666	\$6,729,666	\$6,729,666
LAIF	Y	100%	2.98%	\$3,595,079	\$3,595,079	\$3,595,079
CAMP - JPAP	Y	30%	26.98%	\$32,573,346	\$32,573,346	\$32,573,346
Medium Term Notes	Y	15%	6.50%	\$8,145,000	\$8,635,563	\$7,854,671
Municipal Bonds	Y	10%	3.86%	\$4,800,000	\$4,929,359	\$4,655,658
Negotiable Certificates of Deposit	Y	30%	8.24%	\$10,234,000	\$10,230,567	\$9,955,880
Government Agency	Y	100%	6.89%	\$8,500,000	\$8,593,485	\$8,315,595
U.S. Treasuries	Y	100%	38.98%	\$51,000,000	\$47,192,807	\$47,073,640
Totals			100.00%	\$125,577,092	\$122,479,873	\$120,753,535

Reference Date

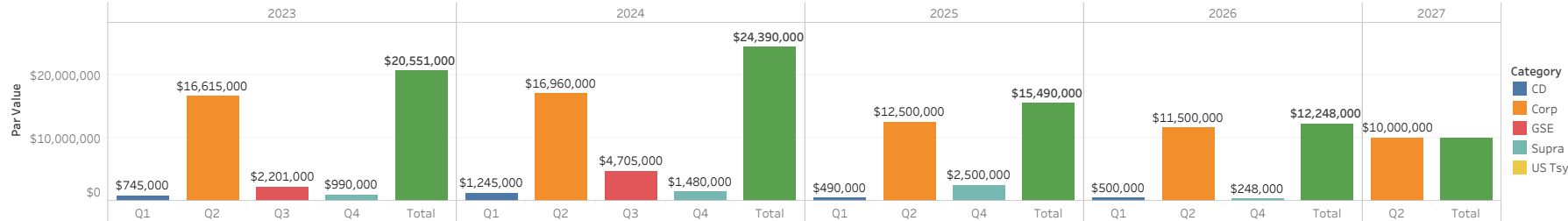
December 2022

Maturity Quarter

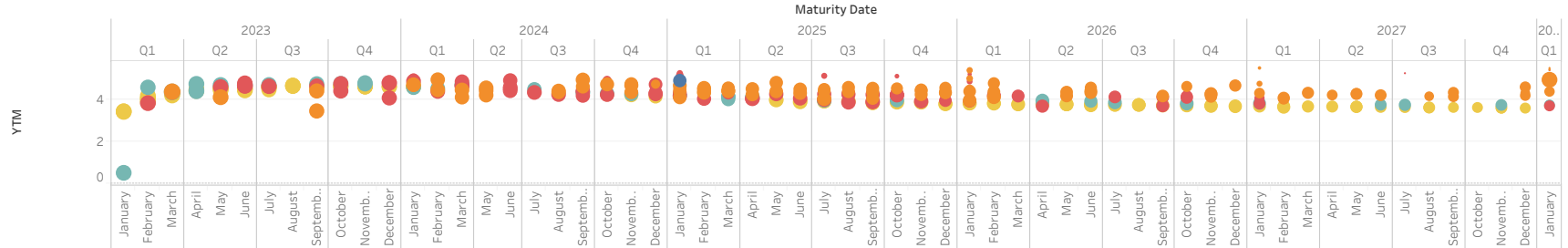
- ✓ 2023 Q1
- ✓ 2023 Q2
- ✓ 2023 Q3
- ✓ 2023 Q4
- ✓ 2024 Q1
- ✓ 2024 Q2
- ✓ 2024 Q3
- ✓ 2024 Q4
- ✓ 2025 Q1
- ✓ 2025 Q2
- ✓ 2025 Q3
- ✓ 2025 Q4
- ✓ 2026 Q1
- ✓ 2026 Q2
- ✓ 2026 Q3
- ✓ 2026 Q4
- ✓ 2027 Q1
- ✓ 2027 Q2
- ✓ 2027 Q3
- ✓ 2027 Q4
- ✓ 2028 Q1

Reserve Portfolio Ladder by Quarter

As of December 2022



Bond Filter





I certify that this report accurately reflects all pooled investments and it is in conformity with the investment policy as approved by the City Council on 6/1/18. A copy of this policy is available in the office of the City Clerk. The investment program herein shown provides sufficient cash flow liquidity to meet the next six months estimated expenditures.

Sources for the valuations are as follows:

Federal Agency Issues, Treasury Securities and Miscellaneous Securities: Union Bank, the custodial agent for the City of El Segundo.

Detailed information on all purchase and sale transactions follows the Investment Portfolio Details section.

	1/20/2023
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Matthew Robinson, City Treasurer

Date



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Council Member Baldino

Item Number: 15

TITLE:

Discuss Establishing an Ad Hoc City Council Subcommittee to Address Issues Related to the Hyperion Water Reclamation Plant

RECOMMENDATION:

1. Approve establishing an Ad Hoc City Council Subcommittee to address issues related to the Hyperion Water Reclamation Plant.
2. Select two City Councilmembers to serve on the Subcommittee.
3. Alternatively, discuss and take other action related to this matter.

FISCAL IMPACT:

None.

BACKGROUND:

In a special city council meeting held on September 8, 2022, City Council unanimously declared a local state of emergency due to the emission of noxious gases and foul odors from the Hyperion Water Reclamation Plant that have been plaguing the residents and business of El Segundo since July 11, 2021, when the plant experienced a major sewage spill and flooding. City Council and City staff have been monitoring the Hyperion situation closely and working with state and local agencies to advocate on behalf of the El Segundo community.

DISCUSSION:

Establishing an ad hoc City Council Subcommittee to address issues related to the Hyperion Water Reclamation Plant would enable more focused attention and discussion related to the City's response to the ongoing odors and noxious gases coming from Hyperion.

Discuss Establishing an Ad Hoc City Council Hyperion Subcommittee

February 7, 2023

Page 2 of 2

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Objective 1 B: El Segundo's engagement with the community ensures excellence.

PREPARED BY:

Barbara Voss, Deputy City Manager

REVIEWED BY:

Darrell George, City Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Mayor Boyles

Item Number: 16

TITLE:

Assign City Council Members to Serve on Committees for Various Intergovernmental and Local Agencies

RECOMMENDATION:

1. Approve and implement assignments.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

After the seating of every newly elected City Council Member, the Mayor considers appointments to serve on various intergovernmental agencies, local agencies and subcommittees.

DISCUSSION:

A table listing proposed City Council appointments to intergovernmental agencies, local agencies and subcommittees is attached.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1 B: El Segundo's engagement with the community ensures excellence.

Assign Council Members to various intergovernmental agencies, local agencies and subcommittees.

February 7, 2023

Page 2 of 2

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:

1. Proposed Council Assignments
2. City Council Member Assignments

THE TABLE LISTING PROPOSED COUNCIL ASSIGNMENTS WILL BE DELIVERED
UNDER SEPARATE COVER

CITY COUNCIL COMMITTEE ASSIGNMENTS

February 7, 2023 - February 4, 2025

AGENCY / COMMITTEE	DELEGATE	ALTERNATE
City Selection Committee	Drew Boyles	By Proxy
Hyperion Citizens Forum	Ryan Baldino	Lance Giroux
Independent Cities Association	Drew Boyles	Chris Pimentel
Independent Cities Risk Management Authority *	Carol Pirsztuk	Chris Pimentel
League of California Cities	Chris Pimentel	Drew Boyles
Los Angeles County Sanitation District 5 & SBC	Chris Pimentel	Drew Boyles
Senior Citizen Housing Corporation Board (Park Vista)	Ryan Baldino	Carol Pirsztuk
South Bay Cities Council of Governments (COG)	Lance Giroux	Drew Boyles
		Chris Pimentel
		Carol Pirsztuk
		Ryan Baldino
Southern California Association of Government	Chris Pimentel	Drew Boyles
Contract Cities Association	Chris Pimentel	Lance Giroux
* Resolution must be changed for Council delegate to vote.	--	--
STANDING COMMITTEES	DELEGATE	ALTERNATE
City / School Affairs Subcommittee	Drew Boyles Ryan Baldino	
Disaster Council **	Drew Boyles Chris Pimentel	
City Council Finance Committee	Carol Pirsztuk Lance Giroux	
Investment Advisory Committee	Carol Pirsztuk	Lance Giroux
Arts and Culture Advisory Committee	Lance Giroux	
Environmental Committee	Ryan Baldino	
**Meeting to be held with special Council meeting	-	-
OTHER APPOINTMENTS WITH DIFFERENT OR NO TERMS	DELEGATE	ALTERNATE
Los Angeles County West Vector Control District	Drew Boyles	
LAX Area Advisory Committee	Corrie Zupo Carol Pirsztuk Carl Jacobson	No Term
LAX Roundtable	Carol Pirsztuk Carl Jacobson	
Aquatics Center Subcommittee	Lance Giroux Chris Pimentel	Ryan Baldino



City Council Agenda Statement

Meeting Date: February 7, 2023

Agenda Heading: Mayor Boyles

Item Number: 17

TITLE:

Discuss Retaining a Public Relations Firm to Assist with Communications Related to Hyperion

RECOMMENDATION:

1. Approve the retention of a Public Relations Firm to Assist with Communications Related to Hyperion.
2. Alternatively, discuss and take other action related to this matter.

FISCAL IMPACT:

Fiscal impact will be determined when the scope of work is defined.

BACKGROUND:

In a special city council meeting held on September 8, 2022, El Segundo City Council unanimously declared a local state of emergency due to the emission of noxious gases and foul odors from the Hyperion Water Reclamation Plant that have been plaguing the residents and business of El Segundo since July 11, 2021, when the plant experienced a major sewage spill and flooding. City Council and City staff have been monitoring the Hyperion situation closely and working with state and local agencies to advocate on behalf of the El Segundo community.

DISCUSSION:

Retaining a public relations firm would assist with focused outreach and communications to the public, media outlets and key stakeholders to support the City's efforts to address the ongoing odors and noxious gasses coming from the Hyperion Water Reclamation Plant.

CITY STRATEGIC PLAN COMPLIANCE:

**Discuss Retaining a Public Relations Firm to Assist with Communications
Related to Hyperion
February 7, 2023
Page 2 of 2**

Goal 1: Enhance Customer Service, Diversity, Equity, Inclusion and Communication

Objective 1A: El Segundo provides unparalleled service to all customers.

Objective 1 B: El Segundo's engagement with the community ensures excellence.

PREPARED BY:

Barbara Voss, Deputy City Manager

REVIEWED BY:

Darrell George, City Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None