



AGENDA

EL SEGUNDO CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 20, 2024

4:00 PM CLOSED SESSION
6:00 PM 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
Saul Rodriguez, Police Chief
Michael Allen, Community Development Dir.
Jose Calderon, IT Director
Aly Mancini, Recreation, Parks & Library Dir.

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

MISSION STATEMENT:

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

VISION STATEMENT:

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

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

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

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

When a Council Member duly requires AB 2449 teleconferencing to attend the City Council meeting the public will also be able to access the meeting and provide public comment via Zoom. To access Zoom from a PC, Mac, iPad, iPhone, or Android device, use URL <https://zoom.us/j/81951332052> and enter PIN: 903629 or visit www.zoom.us on device of choice, click on "Join a Meeting" and enter meeting ID: 81951332052 and PIN: 903629. If joining by phone, dial 1-669-900-9128 and enter meeting ID and PIN. *To reiterate, attending a City Council meeting by Zoom will only be used when AB 2449 is used.*

NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial *67 BEFORE dialing in to remain anonymous. Members of the public will be placed in a "listen only" mode and your video feed will not be shared with City Council or members of the public.

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

4:00 PM CLOSED SESSION – CALL TO ORDER / ROLL CALL

PUBLIC COMMUNICATION – (RELATED TO CITY BUSINESS ONLY – 5-MINUTE LIMIT PER PERSON, 30-MINUTE LIMIT TOTAL) *Individuals who have received value of \$50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing City Council. Failure to do so shall be a misdemeanor and punishable by a fine of \$250. While all comments are welcome, the Brown Act does not allow City Council to take action on any item not on the agenda. City Council and/or City Manager will respond to comments after Public Communications is closed.*

SPECIAL ORDERS OF BUSINESS

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

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

1. Retired Police Chief, Jaime Bermudez Workers' Compensation Claim (WCAB) No. 23-174903

INITIATION OF LITIGATION PURSUANT TO (GOV’T CODE §54956.9(d)(4)): -1- MATTER(S)

PUBLIC EMPLOYMENT (GOV’T CODE § 54957) -1- MATTER(S)

1. City Manager
Performance Evaluation

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (GOV’T CODE §54957.6): -2- MATTER(S)

1. Unrepresented Employee: City Manager
City Negotiators: City Attorney and Human Resources Director
2. Employee Organizations: City Employee Association (CEA)
Representative: City Manager, Darrell George, and Human Resources Director, Rebecca Redyk and Alex Volberding

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

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

PLEDGE OF ALLEGIANCE – Council Member Baldino

SPECIAL PRESENTATIONS

1. Recognition of Commissioner Brenda Newman for Her 15 Years of Dedicated Service on the Planning Commission
2. Recognition of El Segundo High School's Winter Guard Team

PUBLIC COMMUNICATIONS – (RELATED TO CITY BUSINESS ONLY – 5 MINUTE LIMIT PER PERSON, 30 MINUTE LIMIT TOTAL) *Individuals who have received value of \$50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of \$250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.*

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

A. PROCEDURAL MOTIONS

Read All Ordinances and Resolutions on the Agenda by Title Only

Recommendation -

Approval

B. CONSENT

3. City Council Meeting Minutes

Recommendation -

1. Approve regular City Council City meeting minutes of July 2, 2024.
2. Alternatively, discuss and take other action related to this item.

4. Warrant Demand Register for June 10, 2024 through July 28, 2024

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 24A, 24B, 25A, 1A, 2A, 2B and 2C: warrant numbers 3050989 through 3051681, and 9003179 through 9003198.
3. Alternatively, discuss and take other action related to this item.

5. Resolution Approving Plans and Specifications for Pump Stations Maintenance and On-Call Repair Services and Establishing a Project Payment Account

Recommendation -

1. Adopt a resolution to approve plans and specifications for pump stations maintenance and on-call repair services, establish a project payment account, and avail the City of the immunities set forth in Government Code § 830.6.
2. Authorize staff to advertise the project for bid.
3. Alternatively, discuss and take other action related to this item.

6. Notice of Completion of the Library Wall Repairs and Waterproofing Project

Recommendation -

1. Accept the Library Wall Repairs and Waterproofing Project No. PW 23-14 by Cornerstone Construction Group, Inc. as complete.
2. Authorize the City Clerk to file and record a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

7. Construction Contract with CJ Concrete Construction for \$223,400 for the Community Development Block Grant Project ADA Curb Ramp Installation Project No. PW 24-05

Recommendation -

1. Authorize the City Manager to execute a standard Public Works Construction Contract with CJ Concrete Construction for \$223,400 for the CDBG ADA Curb Ramp Installation Project No. PW 24-05 (CDBG Project 602708-23), and authorize an additional \$22,400 as contingency funds for potential unforeseen conditions.
2. Alternatively, discuss and take other action related to this item.

8. Construction Contract With LCR Earthwork and Engineering, Corp. for \$2,018,103.97 and Associated Professional Services Agreement for \$142,114 with Anser Advisory for the FY 2024-25 Pavement Rehabilitation Project No. PW 24-08

Recommendation -

1. Authorize the City Manager to execute a standard Public Works Construction Contract with LCR Earthwork and Engineering, Corp. for

\$2,018,104 for the FY 2024-25 Pavement Rehabilitation Project, Project No. PW 24-08, and authorize an additional \$201,810 as contingency funds for potential unforeseen conditions.

2. Authorize the City Manager to execute a standard Professional Services Agreement with Anser Advisory in the amount of \$142,114 for construction inspection and testing services, and authorize an additional \$14,211 for construction-related contingencies pursuant to El Segundo Municipal Code Chapter 1-7A.

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

9. Amendment to Agreement with Equinix to Extend the Term for Three Years for an Additional \$298,946.66 to Lease Secure Data Center Storage Capacity

Recommendation -

1. Authorize the City Manager to execute an amendment to agreement No. 4581 with Equinix to extend the term for three years for an additional \$298,946.66 to lease secure data center storage capacity pursuant to El Segundo Municipal Code Chapter 1-7A.

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

10. West Coast Arborist Agreement for Tree Maintenance Services

Recommendation -

1. Exempt the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to West Coast Arborists for \$204,000 for tree maintenance services.

2. Authorize the City Manager to execute a tree maintenance services agreement with West Coast Arborists pursuant to El Segundo Municipal Code Chapter 1-7A.

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

11. Amendment to Agreement with Arroyo Background Investigations for an Additional \$10,000 Per Fiscal Year to Provide Pre-Employment Investigations and Background Screenings

Recommendation -

1. Authorize the City Manager to execute a third amendment to Agreement No. 6580 with Arroyo Background Investigations to increase the contract amount by \$10,000 for a total not-to-exceed amount of \$80,000 per fiscal year. The contract term is extended from January 31, 2026 to June 30, 2026, to align with the end of the fiscal year pursuant to El Segundo

Municipal Code Chapter 1-7A.

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

12. Amendment to Agreement With Phoenix Group Information Systems for an Additional \$15,000 Per Fiscal Year to Provide Processing and Payment Collection Services for Parking Citations

Recommendation -

1. Authorize the City Manager to execute a second amendment to Agreement No. 6539 with Phoenix Group Information Systems to increase the amount by \$15,000 for a total contract amount not-to-exceed \$80,000 per fiscal year. The contract term is extended from January 2, 2026, to June 30, 2026, to align with the end of the fiscal year pursuant to El Segundo Municipal Code Chapter 1-7A.

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

13. Letter of Support for Proposed 2025 Los Angeles Jazz Festival

Recommendation -

1. Approve letter of support for the proposed August 2025 Los Angeles Jazz Festival.

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

14. Waive Formal Bidding Requirements to Purchase Self-Contained Breathing Apparatus Equipment Utilizing Fiscal Year 2021 State Homeland Security Grant Program Reimbursable Funding

Recommendation -

1. Waive formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) to purchase a self-contained breathing apparatus air compressor/fill station using Fiscal Year 2021 State Homeland Security Grant Program reimbursable funding.

2. Authorize the City Manager to sign an agreement and associated documentation with Compressed Air Specialties to facilitate the purchase pursuant to El Segundo Municipal Code Chapter 1-7A.

3. Establish a revenue budget of \$100,000 for FY 2024-25.

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

15. Acceptance of \$228,375 in Los Angeles County Homeless Outreach Services Teams Grant Funds

Recommendation -

1. Authorize the acceptance of a \$228,375 grant award from the Los Angeles County Homeless Outreach Services Team grant to reimburse the El Segundo Police Department overtime costs and homeless outreach detail, to be disbursed over three fiscal years (\$76,125 per year).
2. Establish a revenue budget of \$76,125 for FY 2024-25.
3. Authorize an additional appropriation of \$51,125 for a total of \$76,125.00 for FY 2024-25.
4. Alternatively, discuss and take other possible action related to this item.

16. Waiver of Special Event Permit Fees (75%) for El Segundo AYSO Region 92 Opening Day Parade

Recommendation -

1. Approve a 75% waiver of special event permit fees for the AYSO Region 92 Opening Day Parade.
2. Alternatively, discuss and take other action related to this item.

C. PUBLIC HEARINGS

D. STAFF PRESENTATIONS

17. Revised Classification Specifications and Resolution Establishing Basic Salary Ranges for Recreation Leader, Senior Recreation Leader, and Recreation Specialist; and Elimination of Recreation Assistant Classification

Recommendation -

1. Approve the revised classification specifications for the Recreation Leader, Senior Recreation Leader, and Recreation Specialist positions.
2. Adopt a resolution establishing the basic salary ranges for the Recreation Leader, Senior Recreation Leader, and Recreation Specialist job classifications.
3. Eliminate the Recreation Assistant classification.
4. Alternatively, discuss and take other action related to this item.

18. First Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-6 (Personnel Merit System) to Remove the Senior Civil Engineer Under the List of Positions Exempt from the Civil Service System and Revised Classification Specification for Senior Civil Engineer

Recommendation -

1. Introduce and waive the first reading of the proposed ordinance amending El Segundo Municipal Code Chapter 1-6 to remove the Senior Civil Engineer from the list of positions exempt from the Civil Service System.
2. Direct staff to schedule a second reading of the Ordinance for the regular September 3, 2024 City Council meeting or as soon thereafter it may be considered.
3. Approve the revised classification specification for Senior Civil Engineer.
4. Alternatively, discuss and take other action related to this item.

19. Agreements for City's Replacement Enterprise Resource Planning System Services and Related Management Services

Recommendation -

1. Exempt the City's formal bidding requirements pursuant to El Segundo Municipal Code §§ 1-7-9(A) and 1-7-9(C) and award a contract to Tyler Technologies.
2. Authorize the City Manager to execute a five-year software license agreement with Tyler Technologies to provide enterprise resource planning implementation services and licenses totaling \$1,874,544 over the course of the contract.
3. Authorize the City Manager to execute a two-year professional services agreement with Koa Hills Consulting to provide project management for enterprise resource planning services totaling \$240,000 pursuant to El Segundo Municipal Code Chapter 1-7A.
4. Alternatively, discuss and take other action related to this item.

20. Measure C Sales Tax Implementation

Recommendation -

1. Approve Resolutions and associated documents to instruct the California Department of Tax and Fee Administration to collect an additional 0.75% sales tax as approved by Measure C.

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2. Authorize the City Manager to execute an amendment to the agreement with Hinderliter de Llamas and Associates to add \$2,400 per year for reporting and auditing services fee in relation to Measure C pursuant to El Segundo Municipal Code Chapter 1-7A.
 3. Appropriate \$175,000 to budget line item 001-400-2901-6206 (Contractual Services) for the California Department of Tax and Fee Administration's implementation cost.
 4. Alternatively, discuss and take other action related to this item.

21. CalPERS FY 2023-24 Investment Performance

Recommendation -

1. Receive and file the report.
2. Alternatively, discuss and take other action related to this item.

E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS

22. Library Board of Trustees Presentation

Recommendation -

1. Receive and file an annual update from the Library Board of Trustees.
2. Alternatively, discuss and take other action related to this item.

23. Recreation and Park Commission Update

Recommendation -

1. Receive and file the Recreation and Park Commission update.
2. Alternatively, discuss and take other action related to this item

F. REPORTS - CITY CLERK

G. REPORTS - CITY TREASURER

H. REPORTS - COUNCIL MEMBERS

COUNCIL MEMBER BALDINO

COUNCIL MEMBER GIROUX

COUNCIL MEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

24. Amendment to Agreement with Dr. Michael Stenstrom to Augment Scope of Services to Address Ongoing Issues With the Hyperion Facility

Recommendation -

1. Authorize the City Manager to amend the existing professional services agreement with Dr. Michael Stenstrom to include additional support to assist the City with managing Hyperion activities more directly and respond to all issues related to resident complaints.
2. Alternatively, discuss and take other action related to this item.

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

ADJOURNMENT

POSTED:

DATE: August 14, 2024

TIME: 3:15 PM

BY: Tracy Weaver, City Clerk

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JULY 2, 2024

CLOSED SESSION – Mayor Boyles called the meeting to order at 4:02 PM.

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

PUBLIC EMPLOYMENT (GOV'T CODE § 54957) -1- MATTER(S)

1. City Manager
Performance Review

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

1. Orr-Ryals v. City of El Segundo, Los Angeles Superior Court Case.

CONFERENCE WITH LEGAL COUNCIL – ANTICIPATED LITIGATION
Threats to Significant exposure/- to litigation pursuant to (Government Code §54956.9(d)(2) or (d)(3)): -3- matter(s).

1. Government Tort Claim by Keith Puckett
2. BKK Landfill (West Covina)

INITIATION OF LITIGATION PURSUANT to (Government Code §54956.9(d)(4)): -1- matter(s).

Adjourned at 5:50 PM

OPEN SESSION – Mayor Boyles called to order at 6:01 PM

ROLL CALL

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

INVOCATION – Tracy Weaver, City Clerk

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Pimentel

SPECIAL PRESENTATIONS: None

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

Thomas Russ, resident, commented on the Ham Radio Field Day that was held on Saturday, June

Craig Sheets, spoke regarding radioactive devices and Scintillation and Geiger Counters.

Lucille DeRing, resident, commented on a burglary that occurred at her home.

John Pickhaver, resident, commented on the lighting of the Water Tower during June for PRIDE month.

Anya Goldstein, resident, commented on the lighting of the Water Tower during the month of June for PRIDE month.

CITY MANAGER FOLLOW-UP COMMENTS:

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

MOTION by Council Member Giroux, SECONDED by Council Member Baldino to read all ordinances and resolutions on the agenda by title only. MOTION PASSED. 4/0

B. CONSENT:

1. Approve regular City Council meeting minutes of June 18, 2024.
(Fiscal Impact: None)

2. Approve warrants demand register for June 3, 2024 through June 9, 2024 numbers 23B: warrant numbers 3050899 through 3050988, and 9003169 through 9003178. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.
(Fiscal Impact: \$3,069,278.46 (\$2,956,775.79 in check warrants and \$112,502.67 in wire warrants))

3. Authorize City Manager to execute Agreement No. 6988 with the City of Hawthorne to maintain a server-based records management system and related police software applications not-to-exceed amount of \$75,000 per fiscal year and authorize City Manager to waive bidding requirements pursuant to El Segundo

EL SEGUNDO CITY COUNCIL MEETING MINUTES
JULY 2, 2024
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Municipal Code § 1- 7- 9(A) by finding that the City's best interests are served by a direct award of a contract without a competitive selection process.
(Fiscal Impact: \$75,000 (Included in the Adopted FY 2024-25 Budget))

4. Amendment No. 6757A to Agreement with Faster Asset Solutions for Fleet Management Software.
(Fiscal Impact: The additional cost can be absorbed by the Adopted FY 2024-25 Budget in account 001-400-4601-6206 (Contractual Services). No new appropriation is necessary at this time)

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Baldino, approving Consent items 1, 2, 3, and 4. MOTION PASSED. 4/0

PULLED ITEMS: None

C. PUBLIC HEARING: None

D. STAFF PRESENTATIONS: (Items 5 & 6 switched order)

6. El Segundo Police Department Presentation on a Comprehensive Program to Address the Unsheltered Homeless Population in El Segundo
(Fiscal Impact: None)

Saul Rodriguez, Police Chief introduced the item and Luke Muir, Police Lieutenant gave a presentation.

Council Discussion

Council consensus to receive and file the presentation.

5. Agreement with the Los Angeles Chargers NFL Team for the City of El Segundo Fire Department to Provide Standby Emergency Medical Services for Practices at the New Chargers Training Facility in El Segundo
(Fiscal Impact: See staff report for full explanation)

George Avery, Fire Chief gave a presentation.

Council Discussion

MOTION by Council Member Giroux, SECONDED by Council Member Baldino authorizing the City Manager to execute Agreement No. 6989 with the Los Angeles Chargers for the City of El Segundo Fire Department to provide standby emergency medical services for practices at the new Chargers Training Facility in El Segundo.
MOTION PASSED. 4/0

E. COMMITTEES, COMMISSIONS AND BOARDS:

7. Arts & Culture Advisory Committee Bylaws Amendments
(Fiscal Impact: None)

Rand Niessen, Cultural Arts Coordinator reported on the item.

Council discussion

MOTION by Council Member Giroux, SECONDED by Council Member Baldino approving amendments to the Arts & Culture Advisory Committee's bylaws, with the following wording for Section IV – Membership; "The ACC shall be composed of up to 11, but no less than 9 voting members who live or work in the City of El Segundo." Section V, Article VI shall remain as amended. MOTION PASSED. 4/0

- F. REPORTS – CITY CLERK – Mentioned the nomination period to run for City Council and City Clerk will run July 15th through August 9th. Call the Clerk's office or email allcityclerks@elsegundo.org to schedule an appointment.
- G. REPORTS – CITY TREASURER – Not present
- H. REPORTS – COUNCIL MEMBERS

Council Member Baldino – Attended the PRIDE event held at Recreation Park on June 23rd, thanked the Community Development department for recognizing Brenda Newman at her last Planning Commission meeting, Brenda has served on the Planning Commission for 15 years, toured Chevron along with members of the Environmental Committee on June 28th and invited the community out to watch the U12 Little League All-Stars on July 3rd at 6:00 PM on Brett Field and if they win this game, the next game will be held on July 5th at 6:00 PM on Brett Field.

8. Recreation Park Renovation Subcommittee Expansion
(Fiscal Impact: None)

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

Council discussion

MOTION by Mayor Boyles, SECONDED by Council Member Giroux approving the expansion and name change to Recreation Park Renovation Committee. MOTION PASSED. 4/0

Council Member Giroux – Mentioned as the Council heads into summer recess, wanted to thank staff for all the work and effort they have put into projects over the last 6 months. Also, mentioned that at times Council will get ahead of themselves, but must remember that there are 5 Council members and that they represent themselves and not necessarily the other 4 members.

Council Member Pirsztuk – Absent

Mayor Pro Tem Pimentel – Attended Mattel’s “Play it Forward” event, at the event had an opportunity to speak with Supervisor Mitchell’s staff regarding Dockweiler and the summer congestion along Vista Del Mar. Staff mentioned they are keenly aware of the situation. Will attend Transportation committee meeting next week. Stated the Green Line extension will be further reviewed, and the report should be completed by 2026. Measure A will qualify for the ballot in November, this is the half cent sales tax that would replace Measure H. Mentioned L A Sanitation received 97 million dollars for design from the federal government for water recycling efforts. State lobbying contract is ending and feels this is a discussion for the future regarding a federal lobbyist.

Mayor Boyles – Toured Arbor Energy, attended the State of the City for the City of Inglewood, met with CBRE; the city is at 25.8% office vacancy for Q1, add in the light industrial component and the city is at .6%. With these numbers, the Mayor feels we need a different portfolio of product that includes light and heavy industrial space and less Class A space. Stated we are making progress with Hyperion, but not quickly enough. Would like to hire an individual who has run a wastewater plant that will hold Hyperion accountable on a weekly basis. This item will be brought back to a future Council meeting for council approval. Lastly, had Aly Mancini, Recreation Parks, and Library Director invite the community to the 4th of July festivities.

- I. REPORTS –CITY ATTORNEY – Reported on the safety litigation; in both the Hatcher and Tulette cases, the city prevailed in the trial court level and court of appeals. To date these two lawsuits have cost city \$599,000 in legal fees. All in all the city will spend approximately \$3,000,000 in legal fees litigating the numerous safety lawsuits.
- J. REPORTS/FOLLOW-UP – CITY MANAGER – gave an update on the Hyperion Reclamation Plant.

MEMORIAL – None

Adjourned at 7:48 PM

Tracy Weaver, City Clerk



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.4

TITLE:

Warrant Demand Register for June 10, 2024 through July 28, 2024

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 24A, 24B, 25A, 1A, 2A, 2B and 2C: warrant numbers 3050989 through 3051681, and 9003179 through 9003198.
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 2023-2024 and FY 2024-2025 Adopted Budget. The total of \$13,971,107.32 (\$2,097,068.06 in check warrants and \$11,874,039.26 in wire warrants) are for demands drawn on the FY 2023-2024 Budget. The total of \$7,744,093.47 (\$3,175,115.40 in check warrants and \$4,568,978.07 in wire warrants) are for demands drawn on the FY 2024-2025 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,

Warrant Demand Register

August 20, 2024

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

DISCUSSION:

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

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Liz Lydic, Management Analyst

REVIEWED BY:

Wei Cao, CPA, CPFO, Finance Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Register 24a - revised - summary
2. Register 24b - summary
3. Register 25a - summary
4. Register 1a - summary
5. Register 2a - summary
6. Register 2b - summary
7. Register 2c - summary

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3050989 - 3051113
9003179 - 9003180

DATE OF APPROVAL: AS OF 7/2/24

REGISTER #24a

001	GENERAL FUND	428,588.34
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
108	STATE GAS TAX FUND	3,750.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	1,620.00
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	652.00
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	IDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	2,644.54
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	180.46
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	4,466.75
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	233,205.75
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	5,005.06
502	WASTEWATER FUND	400,430.39
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	704.29
603	WORKERS COMP. RESERVE/INSURANCE	37.89
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	2,260.94
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	20.30
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>1,083,596.71</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

NOTES: Replacement Check 3051114

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE:

Thel May 8/6/24

DATE:

Doreen
8-6-24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 7/2/24
REGISTER #24a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	
1300	City Clerk	
2101	City Manager	
2102	Communications	4,039.98
2103	El Segundo Media	98.10
2201	City Attorney	
2401	Economic Development	1,715.50
2402	Planning	45,607.12
2405	Human and Health Services	
2500	Administrative Services	7,338.70
2601	Government Buildings	45,236.51
2900	Nondepartmental	32,429.01
6100	Library	13,859.72
		5,945.98
		156,270.62
PUBLIC SAFETY		
3100	Police	
3200	Fire	10,801.14
2403	Building Safety	62,248.42
2404	Plng/Bldg Sfty Administration	48.68
		56.93
		73,155.17
PUBLIC WORKS		
4101	Engineering	
4200	Streets	8,817.00
4300	Wastewater	50,925.57
4601	Equipment Maintenance	386.25
4801	Administration	11,775.75
		71,904.57
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	95,085.42
5400	CAMPS	7,421.17
		102,506.59
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		679,759.76
TOTAL WARRANTS		
		1,083,596.71

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 06/10/24 THROUGH 06/16/24**


<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/10/2024	West Basin	1,815,582.58	H2O payment
6/10/2024	Cal Pers	671,306.46	EFT Health Insurance Payment
6/13/2024	Cal Pers	49,155.43	EFT Retirement Safety Police Classic - 1st Tier 28
6/13/2024	Cal Pers	64,664.83	EFT Retirement Misc - PEPRA New 26013
6/13/2024	Cal Pers	55,014.07	EFT Retirement Safety Fire- Classic 30168
6/13/2024	Cal Pers	41,641.77	EFT Retirement Safety-Police-PEPRA New 25021
6/13/2024	Cal Pers	36,504.53	EFT Retirement Misc - Classic 27
6/13/2024	Cal Pers	19,679.18	EFT Retirement Safety-Fire-PEPRA New 25020
6/13/2024	Cal Pers	15,518.48	EFT Retirement Sfty Police Classic-2nd Tier 30169
06/03/24-06/09/24	Workers Comp Activity	22,561.89	SCRMA checks issued/(voided)
06/03/24-06/09/24	Liability Trust - Claims	-	Claim checks issued/(voided)
06/03/24-06/09/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>2,791,629.22</u>	

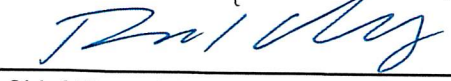
DATE OF RATIFICATION: 06/14/24

TOTAL PAYMENTS BY WIRE:

2,791,629.22

Certified as to the accuracy of the wire transfers by:

 6/14/24
 Treasury & Customer Services Manager Date

 6/17/24
 Chief Financial Officer Date

 6-18-24
 City Manager Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3051115 -	3051218		
9003181 -	9003182		
	001	GENERAL FUND	350,934.71
	003	EXPENDABLE TRUST FUND - OTHER	2,000.00
	104	TRAFFIC SAFETY FUND	-
	106	STATE GAS TAX FUND	-
	108	ASSOCIATED RECREATION ACTIVITIES FUND	-
	109	ASSET FORFEITURE FUND	-
	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	64.28
	118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
	119	MTA GRANT	-
	121	FEMA	-
	120	C.O.P.S. FUND	17,343.06
	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	-
	127	MEASURE "M"	6,853.00
	128	SB-1	-
	129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
	130	AFFORDABLE HOUSING	-
	131	COUNTY STORM WATER PROGRAM	37,894.00
	132	MEASURE "B"	-
	202	ASSESSMENT DISTRICT #73	-
	301	CAPITAL IMPROVEMENT FUND	42,729.18
	302	INFRASTRUCTURE REPLACEMENT FUND	-
	311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
	312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
	313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
	314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
	315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
	316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
	317	DEVELOPER IMPACT FEES - LIBRARY	-
	318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
	319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
	320	DEVELOPER IMPACT FEES - PARKLAND	-
	405	FACILITIES MAINTENANCE	-
	501	WATER UTILITY FUND	11,013.60
	502	WASTEWATER FUND	40,861.40
	503	GOLF COURSE FUND	-
	504	SENIOR HOUSING CITY ATTORNEY	-
	505	SOLID WASTE FUND	-
	601	EQUIPMENT REPLACEMENT	-
	602	LIABILITY INSURANCE	-
	603	WORKERS COMP. RESERVE/INSURANCE	-
	701	RETIRED EMP. INSURANCE	-
	702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
	703	EXPENDABLE TRUST FUND - OTHER	-
	704	EXPENDABLE TRUST FUND - OTHER	-
	708	OUTSIDE SERVICES TRUST	-
		TOTAL WARRANTS	<u>509,693.21</u>

DATE OF APPROVAL: AS OF 7/2/24

REGISTER #24b

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
Information on actual expenditures is available in the Chief Financial Officer's office in the City of El Segundo.

I certify as to the accuracy of the Demands and the availability of fund for payment thereof.
For Approval: Regular checks held for City council authorization to release.

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

For Ratification:
A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE: *Paul May 6/27/24*

DATE: *6-25-24*

[Handwritten Signature]

NOTES: Replacement Check 3051219-3051220

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 7/2/24
REGISTER #24b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	381.18
1201	City Treasurer	119.18
1300	City Clerk	137.05
2101	City Manager	136.21
2102	Communications	4,338.22
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	43,041.82
2402	Planning	2,520.00
2405	Human and Health Services	
2500	Administrative Services	31,729.92
2601	Government Buildings	64,391.65
2900	Nondepartmental	10,366.37
6100	Library	23,155.22
		180,316.82
PUBLIC SAFETY		
3100	Police	10,769.32
3200	Fire	21,294.23
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	773.90
		32,837.45
PUBLIC WORKS		
4101	Engineering	2,144.55
4200	Streets	6,566.93
4300	Wastewater	1,021.73
4601	Equipment Maintenance	5,779.66
4801	Administration	64.27
		15,577.14
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	25,707.20
5400	CAMPS	
		25,707.20
EXPENDITURES		
	CAPITAL IMPROVEMENT	42,729.18
	ALL OTHER ACCOUNTS	212,525.42
	TOTAL WARRANTS	509,693.21


**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 06/17/24 THROUGH 06/23/24**


<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/21/2024	Mission Square	66,424.16	457 payment Vantagepoint
6/21/2024	Mission Square	1,080.00	401(a) payment Vantagepoint
6/21/2024	Mission Square	3,048.85	401(a) payment Vantagepoint
6/21/2024	Mission Square	100.00	IRA payment Vantagepoint
6/21/2024	ExpertPay	5,134.52	EFT Child support payment
06/10/24-06/16/24	Workers Comp Activity	15,402.15	SCRMA checks issued/(voided)
06/10/24-06/16/24	Liability Trust - Claims	7,395.00	Claim checks issued/(voided)
06/10/24-06/16/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>98,584.68</u>	


**DATE OF RATIFICATION: 06/24/24
 TOTAL PAYMENTS BY WIRE:**

98,584.68

Certified as to the accuracy of the wire transfers by:

 6/24/24
 Treasury & Customer Services Manager Date

 6/27/24
 Chief Financial Officer Date

 6-25-24
 City Manager Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3051221 - 3051307
9003183 - 9003183

DATE OF APPROVAL:

AS OF 7/2/24

REGISTER #25a

001	GENERAL FUND	372,682.84
003	EXPENDABLE TRUST FUND - OTHER	18,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	1,344.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	9,487.41
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	11,331.32
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	227.33
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	38.01
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	32,853.90
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	20,560.86
502	WASTEWATER FUND	904.92
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	178.80
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	34,522.37
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	1,146.38
	TOTAL WARRANTS	<u>503,778.14</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

NOTES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER

CITY MANAGER

DATE: 7/1/2024

DATE: 7-2-24

[Handwritten Signature]
acting CFO

[Handwritten Signature]
7-2-24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 7/2/24
REGISTER #25a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	322.75
1201	City Treasurer	
1300	City Clerk	1,217.00
2101	City Manager	3,501.67
2102	Communications	4,878.92
2103	El Segundo Media	5,758.62
2201	City Attorney	64,800.90
2401	Economic Development	3,200.05
2402	Planning	
2405	Human and Health Services	85.77
2500	Administrative Services	29,608.19
2601	Government Buildings	5,775.80
2900	Nondepartmental	1,246.64
6100	Library	1,210.95
		<hr/> 121,607.26
PUBLIC SAFETY		
3100	Police	66,982.27
3200	Fire	28,866.18
2403	Building Safety	32,792.25
2404	Plng/Bldg Sfty Administration	133.77
		<hr/> 128,774.47
PUBLIC WORKS		
4101	Engineering	10,384.25
4200	Streets	9,238.90
4300	Wastewater	
4601	Equipment Maintenance	3,011.25
4801	Administration	257.31
		<hr/> 22,891.71
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	9,948.58
5400	CAMPS	1,953.00
		<hr/> 11,901.58
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		218,603.12
TOTAL WARRANTS		<hr/> <hr/> 503,778.14


**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 06/24/24 THROUGH 06/30/24**

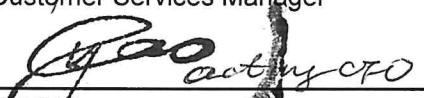
<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/24/2024	IRS	270,808.69	Federal 941 Deposit
6/24/2024	Employment Development	5,275.15	State SDI payment
6/24/2024	Employment Development	61,229.79	State PIT Withholding
6/24/2024	US Bank	8,265,651.44	Pension Obligation Bond Principal and Interest Payment
6/26/2024	Cal Pers	52,431.52	EFT Retirement Safety Police Classic - 1st Tier 28
6/26/2024	Cal Pers	68,334.08	EFT Retirement Misc - PEPRA New 26013
6/26/2024	Cal Pers	54,788.67	EFT Retirement Safety Fire- Classic 30168
6/26/2024	Cal Pers	45,137.47	EFT Retirement Safety-Police-PEPRA New 25021
6/26/2024	Cal Pers	35,745.80	EFT Retirement Misc - Classic 27
6/26/2024	Cal Pers	20,784.78	EFT Retirement Safety-Fire-PEPRA New 25020
6/26/2024	Cal Pers	16,342.41	EFT Retirement Sfty Police Classic-2nd Tier 30169
06/17/24-06/23/24	Workers Comp Activity	20,765.56	SCRMA checks issued/(voided)
06/17/24-06/23/24	Liability Trust - Claims	66,530.00	Claim checks issued/(voided)
06/17/24-06/23/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>8,983,825.36</u>	


**DATE OF RATIFICATION: 06/28/24
 TOTAL PAYMENTS BY WIRE:**

8,983,825.36

Certified as to the accuracy of the wire transfers by:


 Treasury & Customer Services Manager 6/28/24
 Date


 Chief Financial Officer 7/1/2024
 Date


 City Manager 7-2-24
 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

3051308 -	3051381		
9003184 -	9003185		
	001	GENERAL FUND	840,840.69
	003	EXPENDABLE TRUST FUND - OTHER	5,000.00
	104	TRAFFIC SAFETY FUND	-
	106	STATE GAS TAX FUND	-
	108	ASSOCIATED RECREATION ACTIVITIES FUND	-
	109	ASSET FORFEITURE FUND	8,471.72
	110	MEASURE "R"	-
	111	COMM. DEVEL. BLOCK GRANT	-
	112	PROP "A" TRANSPORTATION	1,697.25
	114	PROP "C" TRANSPORTATION	-
	115	AIR QUALITY INVESTMENT PROGRAM	-
	116	HOME SOUND INSTALLATION FUND	-
	117	HYPERION MITIGATION FUND	-
	118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
	119	MTA GRANT	-
	121	FEMA	-
	120	C.O.P.S. FUND	-
	122	L.A.W.A. FUND	-
	123	PSAF PROPERTY TAX PUBLIC SAFETY	65.89
	124	FEDERAL GRANTS	-
	125	STATE GRANT	3,201.88
	126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	1,190.00
	127	MEASURE "M"	-
	128	SB-1	112.00
	129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
	130	AFFORDABLE HOUSING	-
	131	COUNTY STORM WATER PROGRAM	-
	132	MEASURE "B"	-
	202	ASSESSMENT DISTRICT #73	-
	301	CAPITAL IMPROVEMENT FUND	2,161.87
	302	INFRASTRUCTURE REPLACEMENT FUND	-
	311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
	312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
	313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
	314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
	315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
	316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
	317	DEVELOPER IMPACT FEES - LIBRARY	-
	318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
	319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
	320	DEVELOPER IMPACT FEES - PARKLAND	-
	405	FACILITIES MAINTENANCE	-
	501	WATER UTILITY FUND	3,078.65
	502	WASTEWATER FUND	709.28
	503	GOLF COURSE FUND	-
	504	SENIOR HOUSING CITY ATTORNEY	-
	505	SOLID WASTE FUND	-
	601	EQUIPMENT REPLACEMENT	87,497.85
	602	LIABILITY INSURANCE	-
	603	WORKERS COMP. RESERVE/INSURANCE	-
	701	RETIRED EMP. INSURANCE	-
	702	EXPENDABLE TRUST FUND - DEVELOPER FEES	1,157.05
	703	EXPENDABLE TRUST FUND - OTHER	-
	704	EXPENDABLE TRUST FUND - OTHER	15.52
	708	OUTSIDE SERVICES TRUST	28,033.71
		TOTAL WARRANTS	<u>983,233.36</u>

DATE OF APPROVAL: AS OF 7/16/24

REGISTER #1a

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

NOTES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

Tracy 7/10/24

Daniel
7-16-24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 7/16/24
REGISTER #1a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	4,262.95
1201	City Treasurer	190.00
1300	City Clerk	861.96
2101	City Manager	25,077.09
2102	Communications	1,477.90
2103	El Segundo Media	4,067.45
2201	City Attorney	1,306.93
2401	Economic Development	29,697.91
2402	Planning	200.00
2405	Human and Health Services	
2500	Administrative Services	51,210.16
2601	Government Buildings	7,253.01
2900	Nondepartmental	
6100	Library	8,880.16
		134,485.52
PUBLIC SAFETY		
3100	Police	551,109.79
3200	Fire	58,164.46
2403	Building Safety	810.80
2404	Plng/Bldg Sfty Administration	3,266.07
		613,351.12
PUBLIC WORKS		
4101	Engineering	31,870.59
4200	Streets	3,512.40
4300	Wastewater	
4601	Equipment Maintenance	3,055.65
4801	Administration	650.00
		39,088.64
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	23,925.33
5400	CAMPS	9,408.18
		33,333.51
EXPENDITURES		
	CAPITAL IMPROVEMENT	2,161.87
	ALL OTHER ACCOUNTS	160,812.70
	TOTAL WARRANTS	983,233.36

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 07/01/24 THROUGH 07/07/24**



<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/1/2024	Unum	124.50	Long Term Care Premium - July 2024
7/2/2024	Credit Card Fees	2,883.44	Credit Card Fees - June 2024
7/5/2024	Mission Square	67,319.79	457 payment Vantagepoint
7/5/2024	Mission Square	1,080.00	401(a) payment Vantagepoint
7/5/2024	Mission Square	3,048.85	401(a) payment Vantagepoint
7/5/2024	Mission Square	100.00	IRA payment Vantagepoint
7/5/2024	ExpertPay	5,134.52	EFT Child support payment
06/24/24-06/30/24	Workers Comp Activity	23,192.57	SCRMA checks issued/(voided)
06/24/24-06/30/24	Liability Trust - Claims	154,947.83	Claim checks issued/(voided)
06/24/24-06/30/24	Retiree Health Insurance	11,116.00	Health Reimbursement checks issued
		<u>268,947.50</u>	

DATE OF RATIFICATION: 07/05/24

TOTAL PAYMENTS BY WIRE:

268,947.50

Certified as to the accuracy of the wire transfers by:

	7/5/24
Treasury & Customer Services Manager	Date
	7/10/24
Chief Financial Officer	Date
	7-16-24
City Manager	Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

DATE OF APPROVAL: AS OF 8/6/24

REGISTER # 2a

3051382 - 3051495		
9003186 - 9003196		
001	GENERAL FUND	268,315.43
003	EXPENDABLE TRUST FUND - OTHER	2,000.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	11,030.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	5,716.00
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	2,369.00
114	PROP "C" TRANSPORTATION	4,900.00
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	-
121	FEMA	-
120	C.O.P.S. FUND	10,145.86
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	2,283.45
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	237.39
127	MEASURE "M"	-
128	SB-	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	-
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	16,029.28
502	WASTEWATER FUND	23,181.85
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	12,435.95
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>358,644.21</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

Tommy Day 7/15/24

[Signature]
7-16-24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 8/6/24
REGISTER # 2a

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	429.53
1201	City Treasurer	
1300	City Clerk	2,548.61
2101	City Manager	11,319.46
2102	Communications	80.01
2103	El Segundo Media	
2201	City Attorney	
2401	Economic Development	
2402	Planning	
2405	Human and Health Services	2,221.00
2500	Administrative Services	26,133.05
2601	Government Buildings	17,733.74
2900	Nondepartmental	70.84
6100	Library	4,794.14
		65,330.38
PUBLIC SAFETY		
3100	Police	31,485.25
3200	Fire	32,956.87
2403	Building Safety	3,340.11
2404	Plng/Bldg Sfty Administration	675.00
		68,457.23
PUBLIC WORKS		
4101	Engineering	2,904.97
4200	Streets	46,331.90
4300	Wastewater	475.95
4601	Equipment Maintenance	113.81
4801	Administration	
		49,826.63
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	57,104.14
5400	CAMPS	2,149.00
		59,253.14
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		
		115,776.83
TOTAL WARRANTS		
		358,644.21

**CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
07/08/24 THROUGH 07/14/24**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/8/2024	IRS	298,330.88	Federal 941 Deposit
7/8/2024	Employment Development	5,451.66	State SDI payment
7/8/2024	Employment Development	69,378.23	State PIT Withholding
7/10/2024	West Basin	1,918,633.49	H2O payment
7/10/2024	Cal Pers	48,465.25	EFT Retirement Safety Police Classic - 1st Tier 28
7/10/2024	Cal Pers	64,346.55	EFT Retirement Misc - PEPRA New 26013
7/10/2024	Cal Pers	56,612.37	EFT Retirement Safety Fire- Classic 30168
7/10/2024	Cal Pers	39,433.07	EFT Retirement Safety-Police-PEPRA New 25021
7/10/2024	Cal Pers	35,891.67	EFT Retirement Misc - Classic 27
7/10/2024	Cal Pers	24,213.81	EFT Retirement Safety-Fire-PEPRA New 25020
7/10/2024	Cal Pers	17,694.64	EFT Retirement Sfty Police Classic-2nd Tier 30169
7/10/2024	Cal Pers	681,431.92	EFT Health Insurance Payment
7/10/2024	California EDD	7.73	Interest Reconciliation payment
7/11/2024	Cal Pers	1,378.00	1959 Survivor Benefit Employer Contributions - Police 28
7/11/2024	Cal Pers	1,684.80	1959 Survivor Benefit Employer Contributions - Police PEPRA 25021
7/11/2024	Cal Pers	1,497.60	1959 Survivor Benefit Employer Contributions - Fire 30168
7/11/2024	Cal Pers	920.40	1959 Survivor Benefit Employer Contributions - Fire PEPRA 25020
7/11/2024	Cal Pers	332.80	1959 Survivor Benefit Employer Contributions - Police 30169
07/01/24-07/07/24	Workers Comp Activity	14,500.23	SCRMA checks issued/(voided)
07/01/24-07/07/24	Liability Trust - Claims	-	Claim checks issued/(voided)
07/01/24-07/07/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>3,280,205.10</u>	

**DATE OF RATIFICATION: 07/12/24
TOTAL PAYMENTS BY WIRE:**

3,280,205.10

Certified as to the accuracy of the wire transfers by:

Daniel Marroza 7/12/24
Treasury & Customer Services Manager Date

[Signature] 7/15/24
Chief Financial Officer Date

[Signature] 7-16-24
City Manager Date

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

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3051486 - 3051597		
9003197 - 9003198		
001	GENERAL FUND	405,133.76
003	EXPENDABLE TRUST FUND - OTHER	-
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	1,753.46
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	4,554.00
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF- PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	68,827.97
126	AP/ CUPA PROGRAM OVERSIGHT SURCHARGE	-
127	MEASURE "M"	-
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	25,044.75
132	MEASURE "B"	-
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	158,354.09
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	20,803.99
502	WASTEWATER FUND	6,033.39
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	167.40
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	160.40
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
	TOTAL WARRANTS	<u>690,833.21</u>

DATE OF APPROVAL: AS OF 8/6/24

REGISTER # 2b

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

CHIEF FINANCIAL OFFICER:

DATE:

Roni My
8/30/24

NOTES:

CITY MANAGER:

DATE:

[Signature]
7-30-24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 8/6/24
REGISTER # 2b

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	90.10
1300	City Clerk	1,567.52
2101	City Manager	4,449.58
2102	Communications	4,100.00
2103	El Segundo Media	1,600.00
2201	City Attorney	85,856.40
2401	Economic Development	4,600.00
2402	Planning	
2405	Human and Health Services	1,504.00
2500	Administrative Services	86,973.18
2601	Government Buildings	19,951.94
2900	Nondepartmental	2,763.20
6100	Library	9,953.77
		223,409.69
PUBLIC SAFETY		
3100	Police	5,126.76
3200	Fire	6,269.82
2403	Building Safety	13,947.27
2404	Plng/Bldg Sfty Administration	
		25,343.85
PUBLIC WORKS		
4101	Engineering	73,641.33
4200	Streets	24,930.56
4300	Wastewater	
4601	Equipment Maintenance	9,577.82
4801	Administration	257.43
		108,407.14
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	28,313.01
5400	CAMPS	
		28,313.01
EXPENDITURES		
	CAPITAL IMPROVEMENT	158,354.09
	ALL OTHER ACCOUNTS	147,005.43
	TOTAL WARRANTS	690,833.21

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 07/15/24 THROUGH 07/21/24**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/17/2024	Pitney Bowes	1,000.00	Postage for Library
7/19/2024	Mission Square	72,477.37	457 payment Vantagepoint
7/19/2024	Mission Square	1,080.00	401(a) payment Vantagepoint
7/19/2024	Mission Square	3,048.85	401(a) payment Vantagepoint
7/19/2024	Mission Square	100.00	IRA payment Vantagepoint
7/19/2024	ExpertPay	5,134.52	EFT Child support payment
07/08/24-07/14/24	Workers Comp Activity	63,610.36	SCRMA checks issued/(voided)
07/08/24-07/14/24	Liability Trust - Claims	10,000.00	Claim checks issued/(voided)
07/08/24-07/14/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>156,451.10</u>	

DATE OF RATIFICATION: 07/23/24

TOTAL PAYMENTS BY WIRE:

156,451.10

Certified as to the accuracy of the wire transfers by:

<u><i>David Mason</i></u>	<u>7/23/24</u>
Treasury & Customer Services Manager	Date
<u><i>Paul King</i></u>	<u>7/30/24</u>
Chief Financial Officer	Date
<u><i>David King</i></u>	<u>7-30-24</u>
City Manager	Date

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

RECEIVED
 7/24/24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY FUND

3051598 - 3051681

DATE OF APPROVAL: AS OF 8/6/24

REGISTER # 26

001	GENERAL FUND	429,014.28
003	EXPENDABLE TRUST FUND - OTHER	5,500.00
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	13,824.00
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	778.38
110	MEASURE "R"	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	685,074.40
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	7,882.67
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	5,788.68
124	FEDERAL GRANTS	-
125	STATE GRANT	-
126	AP/ CUPA PROGRAM OVERSIGHT SURCHARGE	-
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	-
302	INFRASTRUCTURE REPLACEMENT FUND	-
311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
317	DEVELOPER IMPACT FEES - LIBRARY	-
318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
320	DEVELOPER IMPACT FEES - PARKLAND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	1,588.77
502	WASTEWATER FUND	12,955.44
503	GOLF COURSE FUND	-
504	SENIOR HOUSING CITY ATTORNEY	-
505	SOLID WASTE FUND	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	-
703	EXPENDABLE TRUST FUND - OTHER	-
704	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
TOTAL WARRANTS		<u>1,142,404.62</u>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER:

CITY MANAGER:

DATE:

DATE:

Tommy Chang 7/30/24

[Signature]
7-30-24

CITY OF EL SEGUNDO
WARRANTS TOTALS BY DEPARTMENT
AS OF 8/6/24
REGISTER # 2c

DEPT#	NAME	TOTAL
GENERAL FUND DEPARTMENTAL EXPENDITURES		
GENERAL GOVERNMENT		
1101	City Council	
1201	City Treasurer	
1300	City Clerk	465.44
2101	City Manager	5,361.14
2102	Communications	
2103	El Segundo Media	
2201	City Attorney	1,705.00
2401	Economic Development	
2402	Planning	
2405	Human and Health Services	
2500	Administrative Services	51,418.51
2601	Government Buildings	38,928.26
2900	Nondepartmental	5,554.94
6100	Library	21,381.35
		124,814.64
PUBLIC SAFETY		
3100	Police	141,680.33
3200	Fire	118,584.99
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	
		260,265.32
PUBLIC WORKS		
4101	Engineering	4,341.25
4200	Streets	2,654.37
4300	Wastewater	1,130.97
4601	Equipment Maintenance	4,215.42
4801	Administration	
		12,342.01
COMMUNITY DEVELOPMENT		
5100,5200	Recreation & Parks	22,033.32
5400	CAMPS	7,840.00
		29,873.32
EXPENDITURES		
CAPITAL IMPROVEMENT		
ALL OTHER ACCOUNTS		715,109.33
TOTAL WARRANTS		1,142,404.62

**CITY OF EL SEGUNDO
 PAYMENTS BY WIRE TRANSFER
 07/22/24 THROUGH 07/28/24**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
7/22/2024	IRS	314,124.01	Federal 941 Deposit
7/22/2024	Employment Development	5,280.71	State SDI payment
7/22/2024	Employment Development	76,151.00	State PIT Withholding
7/26/2024	Cal Pers	51,918.30	EFT Retirement Safety Police Classic - 1st Tier 28
7/26/2024	Cal Pers	63,963.67	EFT Retirement Misc - PEPRA New 26013
7/26/2024	Cal Pers	60,162.84	EFT Retirement Safety Fire- Classic 30168
7/26/2024	Cal Pers	41,067.95	EFT Retirement Safety-Police-PEPRA New 25021
7/26/2024	Cal Pers	34,316.59	EFT Retirement Misc - Classic 27
7/26/2024	Cal Pers	23,617.86	EFT Retirement Safety-Fire-PEPRA New 25020
7/26/2024	Cal Pers	18,880.88	EFT Retirement Sfty Police Classic-2nd Tier 30169
7/26/2024	Cal Pers	30,991.00	FY2024-2025 Unfunded Acc'd Liab-Misc Classic 27
7/26/2024	Cal Pers	46,526.75	FY2024-2025 Unfunded Acc'd Liab-Police 1st Tier 28
7/26/2024	Cal Pers	39,781.42	FY2024-2025 Unfunded Acc'd Liab-Fire Classic 30168
7/26/2024	Cal Pers	3,740.00	FY2024-2025 Unfunded Acc'd Liab-Police 2nd Tier 30169
7/26/2024	Cal Pers	9,501.00	FY2024-2025 Unfunded Acc'd Liab-Police PEPRA 25021
7/26/2024	Cal Pers	5,910.00	FY2024-2025 Unfunded Acc'd Liab-Fire PEPRA 25020
07/15/24-07/21/24	Workers Comp Activity	18,662.51	SCRMA checks issued/(voided)
07/15/24-07/21/24	Liability Trust - Claims	18,777.88	Claim checks issued/(voided)
07/15/24-07/21/24	Retiree Health Insurance	-	Health Reimbursement checks issued
		<u>863,374.37</u>	

DATE OF RATIFICATION: 07/26/24

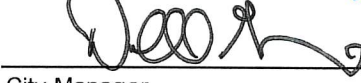
TOTAL PAYMENTS BY WIRE:

863,374.37

Certified as to the accuracy of the wire transfers by:


 Treasury & Customer Services Manager 7/26/24
 Date


 Chief Financial Officer 8/30/24
 Date


 City Manager 7-30-24
 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: August 20, 2024

Agenda Heading: Consent

Item Number: B.5

TITLE:

Resolution Approving Plans and Specifications for Pump Stations Maintenance and On-Call Repair Services and Establishing a Project Payment Account

RECOMMENDATION:

1. Adopt a resolution to approve plans and specifications for pump stations maintenance and on-call repair services, establish a project payment account, and avail the City of the immunities set forth in Government Code § 830.6.
2. Authorize staff to advertise the project for bid.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget. \$1,000,000 over a five-year period

Amount Budgeted in FY 2024-25: \$200,000

Additional Appropriation: None

Account Number(s): 502-400-4301-6206 (Sewer Fund contractual services)

BACKGROUND:

Every five years, the Public Works Department prepares the plans and specifications (P&S) for the ongoing maintenance and repair services of the City's 13 pump stations. Subsequently, these P&S will be advertised to identify the qualified company for execution of an "On-Call Pump Stations Maintenance and Repair Services" contract. The last contract, which was awarded in the year 2019, will expire on December 31, 2024. To avoid the maintenance gap and ensure the efficient and safe operation of the City's 13 pump stations, a new and updated on-call contract is needed.

DISCUSSION:

Plans and Specifications for the On-Call Pump Stations Maintenance and Repair Services

August 20, 2024

Page 2 of 3

The five-year project contract scope includes the following activities:

- Semi-annual monitoring and maintenance
- Emergency services
- As-needed repairs of equipment, including emergency repairs and replacement of pumps and/or pump components
- Updating individual Standard Operation Procedures and Emergency Operation Procedures for all pump stations

Equipment to be maintained and repaired includes, but is not limited to, motors, pumps, sump pumps, dry and wet wells, and electrical control panels at 13 pump stations.

The estimated annual budget for this contract is \$200,000. Unspent funds will be rolled over to supplement the following year's budget, and at the end of the contract, any savings will be returned to the Sewer Enterprise and Water Enterprise Funds.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

Goal 2: Optimize Community Safety and Preparedness

Strategy C: Protect and prepare the El Segundo Community and staff for any emergency, disaster, or environmental violation.

PREPARED BY:

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution
2. Vicinity Map
3. Location Map

RESOLUTION NO. __

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR PUMP STATIONS MAINTENANCE AND ON-CALL REPAIR SERVICES, PROJECT NO. PW 24-07, PURSUANT TO GOVERNMENT CODE § 830.6 AND ESTABLISHING A PROJECT PAYMENT ACCOUNT.

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

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

- A. The City Engineer prepared plans and specifications for PW 24-07, Pump Stations Maintenance and On-Call Repair Services (“Project”) to repair and maintain associated work at the City’s 13 pump stations. These plans and specifications are complete. Services related to the Project may begin;
- B. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project.

SECTION 2: *Design Immunity; Authorization.*

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2024.

Drew Boyles, Mayor

ATTEST:

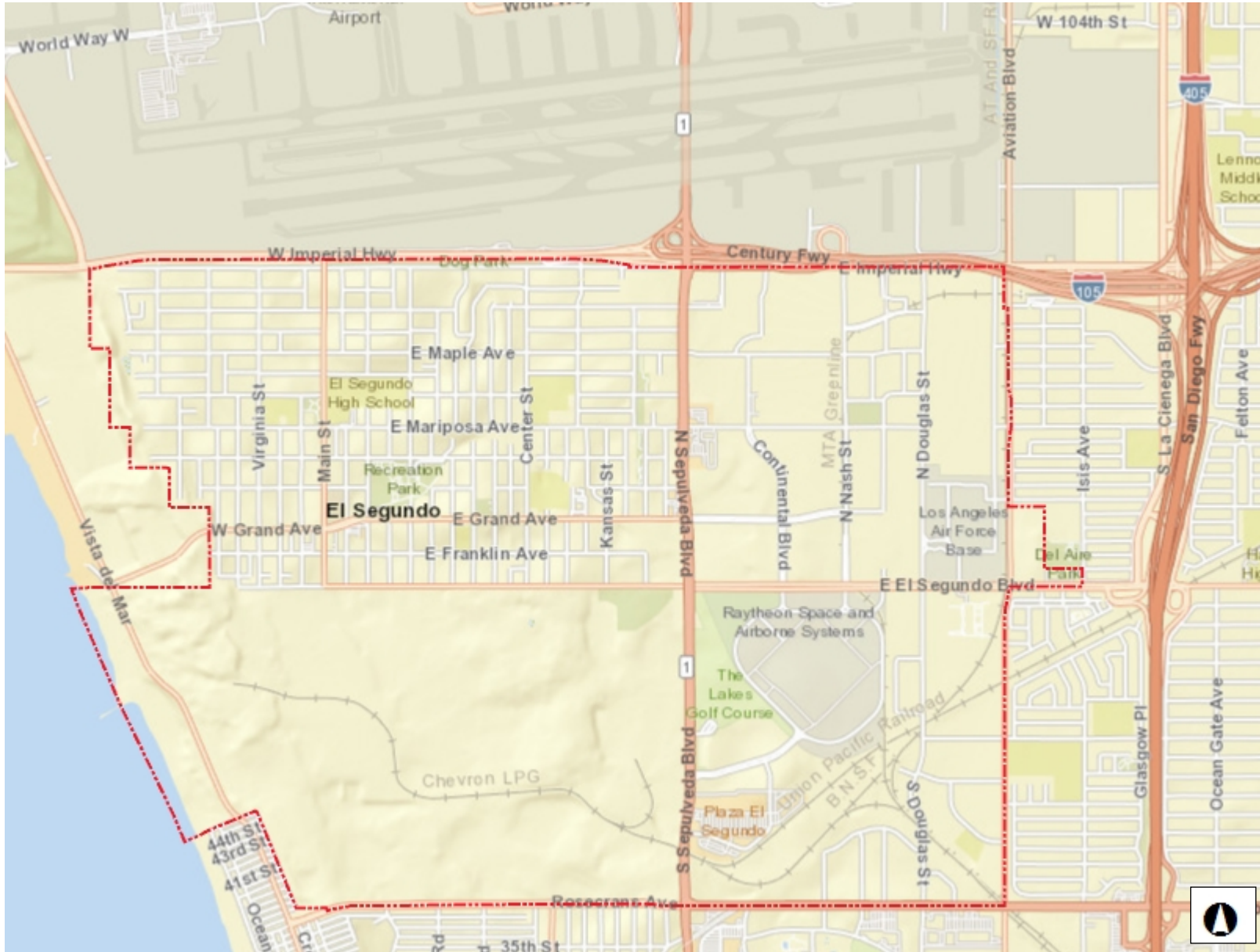
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

_____ for
Mark D. Hensley
City Attorney



PW 24-07: Pump Stations Maintenance and On-Call Repair Services Project Vicinity Map



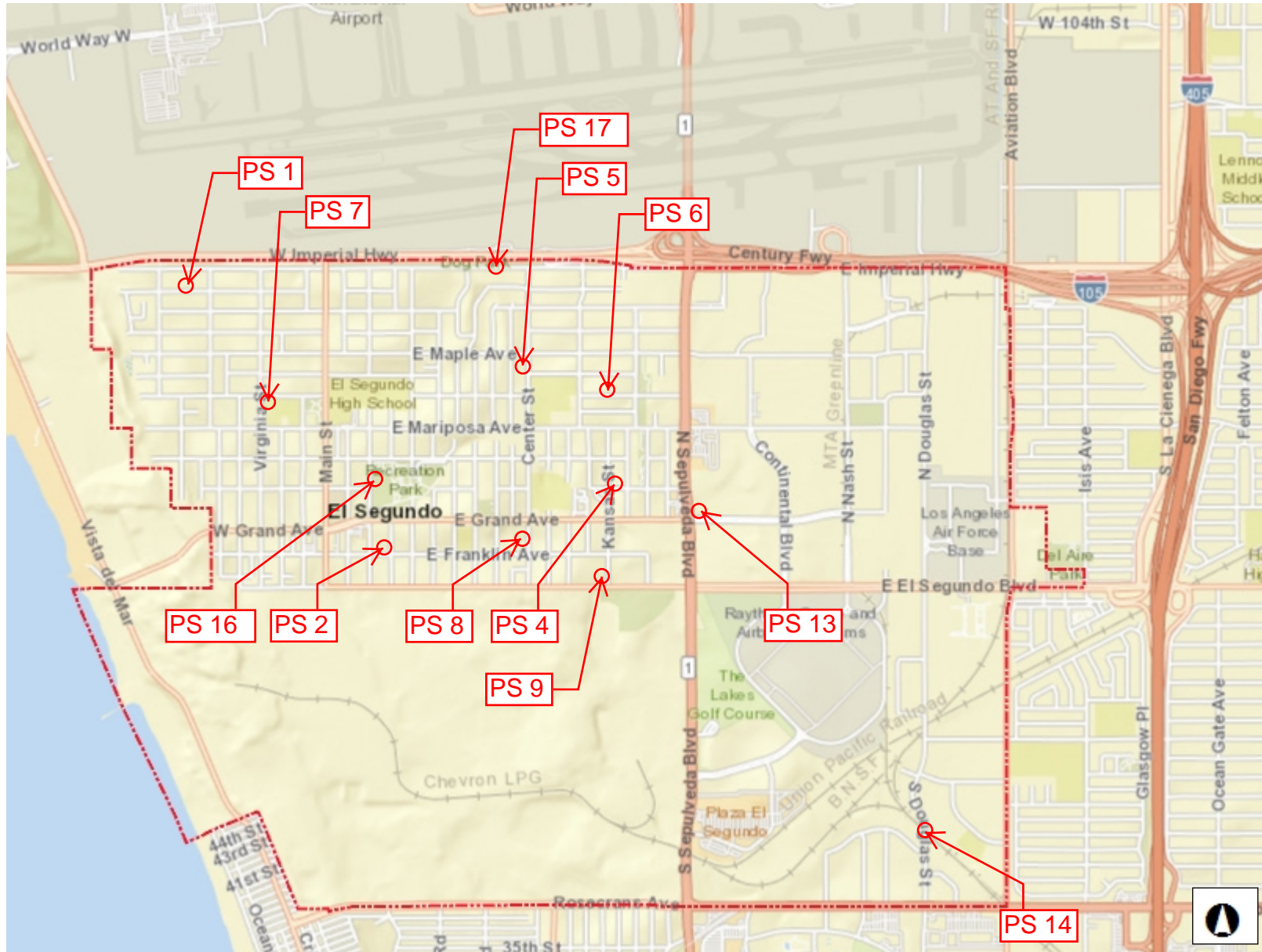
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PW 24-07: Pump Stations Maintenance and On-Call Repair Services Project Location Map



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City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.6

TITLE:

Notice of Completion of the Library Wall Repairs and Waterproofing Project

RECOMMENDATION:

1. Accept the Library Wall Repairs and Waterproofing Project No. PW 23-14 by Cornerstone Construction Group, Inc. as complete.
2. Authorize the City Clerk to file and record a Notice of Completion with the County Recorder's Office.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2023-24 Capital Improvement Project ("CIP") budget. The total project cost is \$144,901.00

Amount Budgeted: \$145,000

Additional Appropriation: None

Account Number(s): \$72,450.50 from 301-400-8201-8107, \$72,450.50 from 125-400-6101-3625

BACKGROUND:

The City of El Segundo Public Library ("Library") main entrance is located at Mariposa Avenue. There is an existing wall by the entrance of the library on the south side that had several cracks. The cracks were visible on both interior and exterior sides of the building. The project scope was to repair these cracks and make this wall waterproof.

On March 19, 2024, City Council awarded a Standard Public Works Contract to Cornerstone Construction Group, Inc. in the amount of \$129,752 and authorized an additional \$15,248 as contingency funds for potential unforeseen conditions.

Library Wall Repairs and Waterproofing Project Completion

August 20, 2024

Page 2 of 2

DISCUSSION:

The construction began in June 2024, and was completed in accordance with the project plans and specifications in July 2024 by Cornerstone Construction Group, Inc. The inspection work was performed by RTI Consulting, Inc. This project was qualified and was approved for the California State Library's Building Forward Infrastructure Grant for 50% of the cost of the project. Further, the project was completed on time and within the budget.

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

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Arianne Bola, Sr. Engineer Associate

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

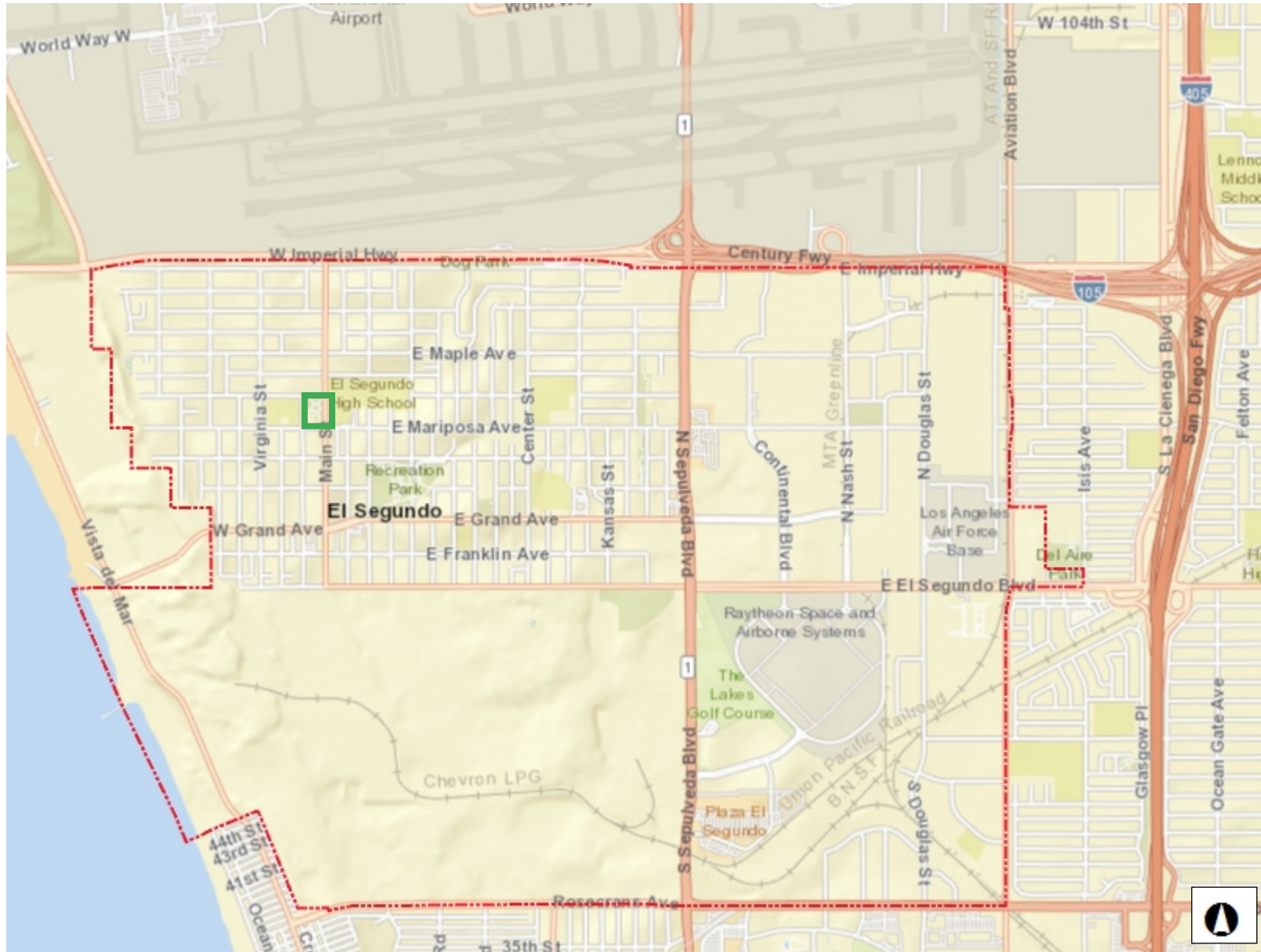
Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map
2. Location Map
3. Notice of Completion



PW 23-14: Library Wall Repairs and Waterproofing Project Vicinity Map



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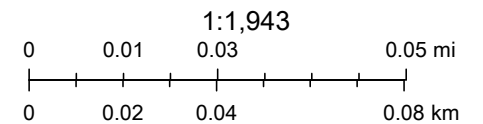
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PW 23-14: Library Wall Repairs and Waterproofing Project Location Map



9/18/2023



Esri Community Maps Contributors, City of El Segundo, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE,

**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: Library Wall Repairs and Waterproofing Project

Project No.: PW 23-14 Contract No. 6889

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 July 11, 2024. The work done was: Wall Repairs and Waterproofing
6. On August 20, 2024, 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: Cornerstone Construction Group, 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: Library Wall Repairs and Waterproofing Project
9. The street address of said property is: 111 W. Mariposa Ave., El Segundo, CA, 90245

City of El Segundo

Dated: _____

Elias Sassoon
Public Works Director

VERIFICATION

I, the undersigned, say: I am the Director of Public Works/City Engineer 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 _____, 2024 at El Segundo, California.

City of El Segundo

Elias Sassoon
Public Works Director



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.7

TITLE:

Construction Contract with CJ Concrete Construction for \$223,400 for the Community Development Block Grant Project ADA Curb Ramp Installation Project No. PW 24-05

RECOMMENDATION:

1. Authorize the City Manager to execute a standard Public Works Construction Contract with CJ Concrete Construction for \$223,400 for the CDBG ADA Curb Ramp Installation Project No. PW 24-05 (CDBG Project 602708-23), and authorize an additional \$22,400 as contingency funds for potential unforeseen conditions.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget.

Amount Budgeted: \$245,800

Additional Appropriation: No

Account Number(s):

1. \$199,500 from #111-400-2781-8499 (CDBG Funding Capital Improvement Project)
2. \$46,300 from #127-400-0000-8382 (Measure M)

BACKGROUND:

On May 21, 2024, the City Council adopted the plans and specifications for the Community Development Block Grant Project No. PW 24-05 (CDBG Project 602708-23) (Project) to install new or upgrade existing ADA (Americans with Disabilities Act) curb ramps to current standards within the City.

CDBG ADA Curb Ramp Installation Project 602708-23

August 20, 2024

Page 2 of 3

DISCUSSION:

On July 2, 2024, the City Clerk received and opened five bids as follows:

1	CJ Concrete Construction	\$265,400
2	LCR Earthwork & Engineering Corp.	\$384,800
3	Gentry General Engineering, Inc.	\$407,500
4	Onyx Paving Company, Inc.	\$555,000
5	Hardy and Harper, Inc.	\$578,480

CJ Concrete Construction has been found to be the apparent lowest responsive bidder. Their state license and DIR registration are in good standing, and they have satisfactorily completed a similar concrete project for the City of Santa Ana.

The Base Bid amount to replace 17 curb ramps and eliminate existing ADA barriers is \$125,600. Alternative Bid Items were also bid to install ramp truncated domes and related work. Staff recommends not awarding all the alternative bid items at this time. Staff has selected the highest priority alternative items, and will defer the other items to next year's ADA Ramp Project. Staff respectfully recommends awarding the construction of this project for \$223,400 with a contingency amount of \$22,400. The recommended base bid and alternative bid ramp locations are listed in Attachment 1.

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

- August 2024: Contract Award
- September 2024: Complete Contract Documents
- October 2024: Begin Construction
- November 2024: Complete Project

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

CDBG ADA Curb Ramp Installation Project 602708-23

August 20, 2024

Page 3 of 3

Barbara Voss, Deputy City Manager

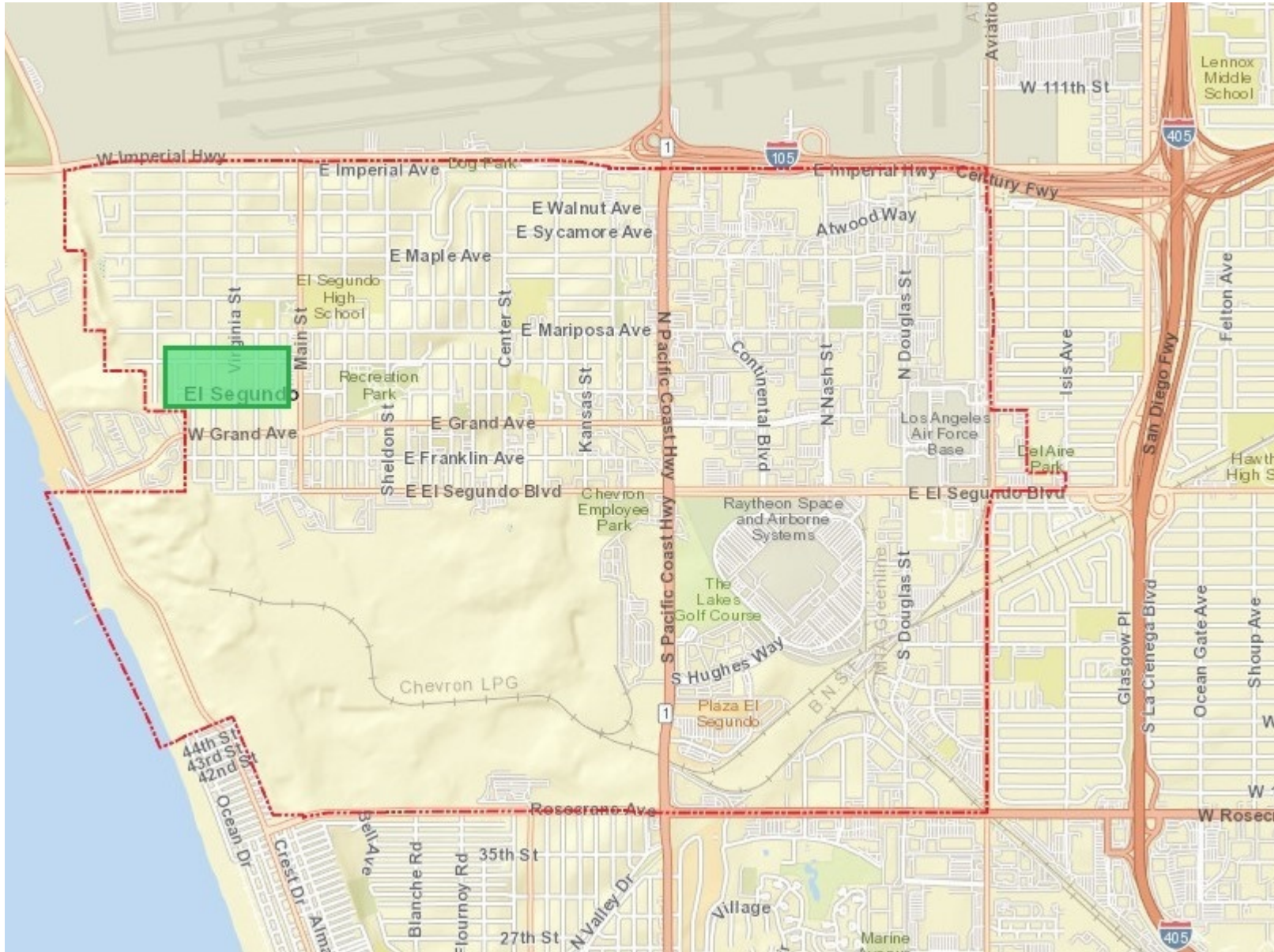
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 24-05
2. Location Map PW 24-05
3. Recommended Ramp Locations PW 24-05



Vicinity Map

PW 24-05: CDBG ADA Curb Ramp Installation Project



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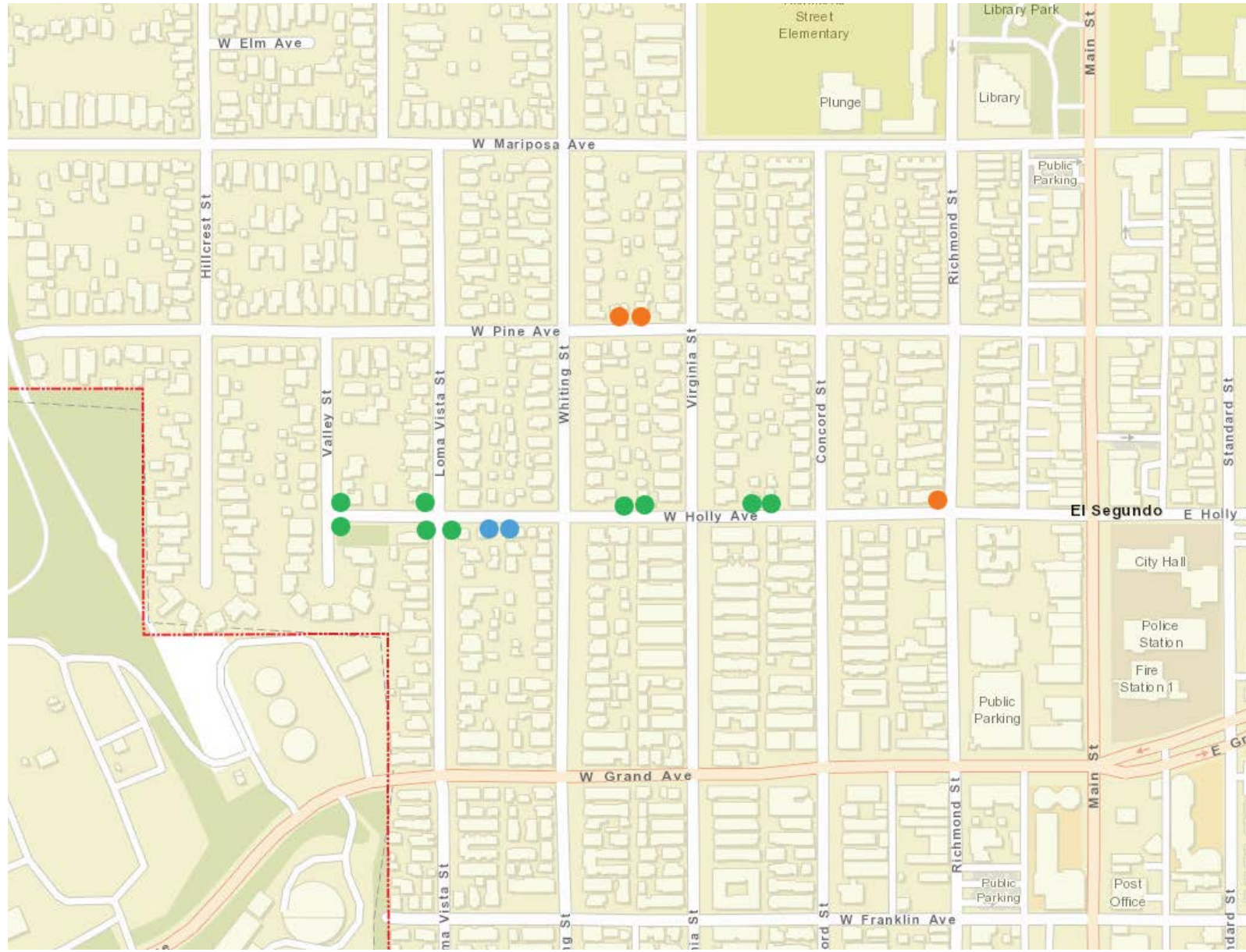
No Scale

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

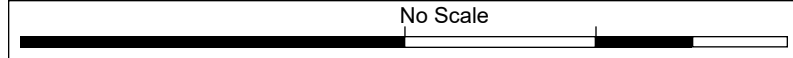
PW 24-05: CDBG ADA Curb Ramp Installation Project



Legend

- City Boundary
- Construct New ADA Ramp
- Install Yellow Truncated Domes onto Existing Ramps
- Alternative Construct New ADA Ramp Location

Notes



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Attachment 1

PW 24-05: CDBG ADA Curb Ramp Installation Project Locations CDBG Project No. 602708-23

BASE BID RAMP LOCATIONS

Item No.	Description or Intersection	Corner	Total (\$)
1	Mobilization/Demobilization		\$12,600
2	Construct ADA-Compliant Curb Ramp including Truncated Domes		
2-1	W. Holly Ave./Valley St.	NE	\$7,000
2-2	W. Holly Ave./Valley St.	SE	\$7,000
2-3	W. Holly Ave./Loma Vista St.	SE	\$7,000
2-4	W. Holly Ave./Loma Vista St.	SW	\$7,000
2-5	W. Holly Ave./Loma Vista St.	NW	\$7,000
2-6	Alley Entrance on north side of W. Holly Ave. betw. Whiting, Virginia	NE	\$6,000
2-7	Alley Entrance on north side of W. Holly Ave. betw. Whiting, Virginia	NW	\$6,000
2-8	Alley Entrance south side of W. Holly Ave. betw. Virginia, Concord	SE	\$6,000
2-9	Alley Entrance south side of W. Holly Ave. betw. Concord, Richmond	SW	\$6,000
2-10	W. Holly Ave./Richmond St.	NW	\$7,000
2-11	W. Holly Ave./Virginia St.	NE	\$7,000
2-12	W. Pine Ave./Valley St.	SE	\$7,000
2-13	W. Pine Ave./Valley St.	SE	\$7,000
2-14	W. Pine Ave./Valley St.	SW	\$7,000
2-15	Alley Entrance, north side W. Pine Ave. betw. Whiting and Virginia	NE	\$6,000
2-16	Alley Entrance, north side W. Pine Ave. betw. Whiting and Virginia	NW	\$6,000
2-17	W. Pine Ave./Loma Vista St.	NE	\$7,000

Subtotal, Base Bid Items

\$125,600

Attachment 1, continued

RECOMMENDED ALTERNATIVE COSTS AND RAMP LOCATIONS

Item No.	Description or Intersection	Corner	Total (\$)
3	Install Yellow Truncated Domes on Existing Curb Ramps		
3-01	Alley Entrance south side W. Holly Ave. betw. Loma Vista, Whiting	SE	\$900
3-02	Alley Entrance south side W. Holly Ave. betw. Loma Vista, Whiting	SW	\$900
4	Construct Additional New Curb Ramp Including Truncated Domes		
4-01	W. Pine Ave./Loma Vista St.	NW	\$7,000
4-02	W. Pine Ave./Loma Vista St.	SW	\$7,000
4-03	W. Pine Ave./Whiting St.	NE	\$7,000
4-04	W. Pine Ave./Whiting St.	SE	\$7,000
4-05	W. Pine Ave./Whiting St.	SW	\$7,000
4-06	W. Pine Ave./Whiting St.	NW	\$7,000
4-07	W. Pine Ave./Virginia St.	NE	\$7,000
4-08	W. Pine Ave./Virginia St.	SW	\$7,000
4-09	W. Pine Ave./Virginia St.	NW	\$7,000
5	Inventory and Re-establish Centerline-Tie-Related Nails-and-Tags	N/A	\$10,000
6	Construct 4-Inch-Thick ADA-Compliant Concrete Sidewalk	N/A	\$10,000
7	Construct Concrete Curb Including 3-Foot-Wide Asphalt Slot Patch	N/A	\$5,000
8	Remove and Replace Additional 1-Foot-Wide Asphalt Slot Patch	N/A	\$3,000
9	Miscellaneous Improvements	N/A	\$5,000

Subtotal, Alternative Bid Items	\$97,800
Construction Cost	\$223,400
10% Contingency Cost	\$22,340
Total Construction Cost	\$245,740



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.8

TITLE:

Construction Contract With LCR Earthwork and Engineering, Corp. for \$2,018,103.97 and Associated Professional Services Agreement for \$142,114 with Anser Advisory for the FY 2024-25 Pavement Rehabilitation Project No. PW 24-08

RECOMMENDATION:

1. Authorize the City Manager to execute a standard Public Works Construction Contract with LCR Earthwork and Engineering, Corp. for \$2,018,104 for the FY 2024-25 Pavement Rehabilitation Project, Project No. PW 24-08, and authorize an additional \$201,810 as contingency funds for potential unforeseen conditions.
2. Authorize the City Manager to execute a standard Professional Services Agreement with Anser Advisory in the amount of \$142,114 for construction inspection and testing services, and authorize an additional \$14,211 for construction-related contingencies pursuant to El Segundo Municipal Code Chapter 1-7A.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget. The project cost is estimated at \$2,376,239.

Amount Budgeted: \$2,376,239

Additional Appropriation: No

Account Number(s): \$2,376,239 from the following accounts for Prop C, SB-1, and Measure R:

Prop C: \$776,239 from acct # 114-400-5293-8943

SB-1: \$600,000 from acct # 128-400-8203-8383

Measure R: \$1,000,000 from acct # 110-400-8203-8943

FY 2024-25 Pavement Rehabilitation Project

August 20, 2024

Page 2 of 4

BACKGROUND:

The Public Works Department administers a five-year (2023-2028) Pavement Management Program ("PMP") to manage the integrity of the City's roadway system. Based on existing records, conditions, and field verification, the PMP assigns a Pavement Condition Index ("PCI") to all city roadway segments on a scale of 0-100, with 100 representing a surface condition similar to new pavement.

This rehabilitation program includes a two-inch grind and overlay for some streets, and slurry sealing, the application of a thin asphalt emulsion on existing pavement to prevent water intrusion on other streets. The program goal is to increase the citywide average PCI score to 73 at the end of FY 2027-28, given the limitations of available funding.

DISCUSSION:

On May 21, 2024, the City Council adopted plans and specifications for the FY 2024-25 Pavement Rehabilitation Project (Project) to maintain roadway segments in the northeast residential quadrant, three alleys in the Smoky Hollow area, and at the Loma Vista Street and Palm Avenue intersection. Project locations are attached.

On July 2, 2024, the City Clerk received and opened six bids as follows:

	Company Name	Base Bid Amount (\$)	Alternatives* 13-14 (\$)	Alternatives** A15-A17 (\$)	Alternatives*** B15-B17 (\$)	Total: Base Bid and Alternatives 13-14 Plus Alternatives A15-A17 (\$)	Total: Base Bid and Alternatives 13-14 Plus Alternatives B15-B17 (\$)
1	LCR Earthwork & Engineering Corp.	1,614,103.97	179,000.00	225,000.00	282,000.00	2,018,103.97	2,075,103.97
2	Dash Construction Company, Inc.	1,851,081.85	153,700.00	302,100.00	391,140.00	2,306,881.85	2,395,921.85
3	All American Asphalt	1,775,553.85	309,700.00	315,000.00	396,000.00	2,400,253.85	2,481,253.85
4	Hardy and Haprer, Inc.	1,587,300.00	291,000.00	480,000.00	522,000.00	2,358,300.00	2,400,300.00
5	Onyx Paving Company, Inc.	1,916,478.26	337,933.00	408,000.00	393,000.00	2,662,411.36	2,647,411.36
6	Palp, Inc. DBA Excel Paving Company	2,115,683.45	140,000.00	354,000.00	489,000.00	2,609,683.45	2,744,683.45

*Alternative 13 is drainage improvements in the alley between Sheldon St. and Penn St. from El Segundo Blvd. to E. Franklin Ave. Alternative 14 is pavement rehabilitation of portions of the Loma Vista St./Palm Ave. intersection.

**Alternatives A15-A17: These alternatives propose pavement rehabilitation in three alleys within Smoky Hollow, to be done within five days per alley.

FY 2024-25 Pavement Rehabilitation Project

August 20, 2024

Page 3 of 4

***Alternatives B15-B17: These alternatives propose pavement rehabilitation in the same three Smoky Hollow alleys, to be done within one day per alley.

The city staff noted that LCR Earthwork and Engineering, Corp. (LCR) did not include Addendum 1 in its bid. Further, staff noted that LCR had marked "No" on its Bidder's Statement stating LCR was "Not" registered with the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1725.5.

Regarding Addendum 1, it is to be noted this Addendum only contained information that clarified Alternative Bid Items A15-A17 and B15-B17. The Alternatives A15-A17 specified the pavement rehabilitation for three alleys within the Smoky Hollow area to be completed within "five days" per alley, while Alternatives B-15-17 specified completion of the same three alleys within "one day" per alley. This information had already been discussed and shared with all bidders in the mandatory pre-bid meeting, and therefore did not have a material impact.

Regarding the DIR registration, LCR provided its DIR registration number in the proposal. Staff confirmed the registration was valid, and LCR's marking of the "No" box was simply an immaterial oversight.

The staff communicated these two irregularities to the City Attorney, and it has been decided that the City can waive both these irregularities under Section 14.2 of the Bidding Instructions, which reads:

14.2 The City will have the right to waive non-material irregularities in a Bid and to accept the lowest responsive Bid as determined by the City.

LCR is thus found to be the apparent lowest responsive bidder, and as indicated earlier, their state license and DIR registration are in good standing. Further, LCR has satisfactorily completed similar pavement rehabilitation projects for the City of Industry and the Compton Unified School District.

Staff respectfully recommends awarding of the Base Bid plus Alternative Items 13-14 and A15-A17, for a total construction cost of \$2,018,103.97. Further, a 10% contingency amount of \$201,810 is respectfully requested as contingency funds for potential unforeseen conditions.

Regarding the construction services for this project, staff received proposals from two qualified firms on July 12, 2024. Public Works staff members reviewed the proposals, and Anser Advisory was selected based on their qualifications and experience to provide the project inspection and construction services for this project.

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

August 2024: Contract Award

September 2024: Complete Contract Documents

October 2024: Begin Construction

FY 2024-25 Pavement Rehabilitation Project

August 20, 2024

Page 4 of 4

March 2025: Complete Project

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Floriza Rivera, Principal Civil Engineer

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

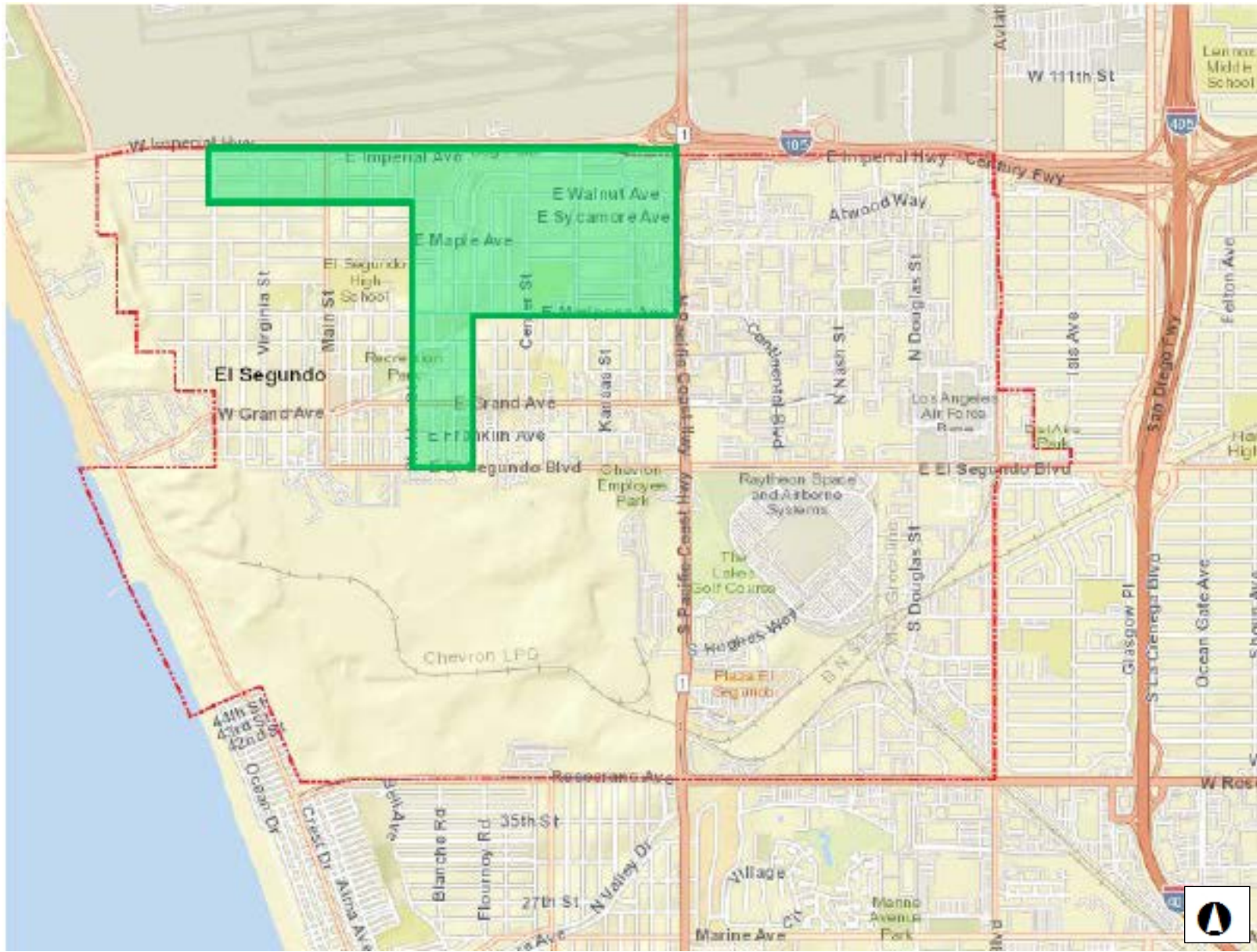
ATTACHED SUPPORTING DOCUMENTS:

1. Vicinity Map PW 24-08
2. Location Map PW 24-08
3. Base Bid Overlay Streets PW 24-08
4. Base Bid Slurry Seal Streets PW 24-08
5. Alternative Bids 13-14 PW 24-08
6. Alternative Bids A15-A17 and B15-B17 PW 24-08



Vicinity Map

PW 24-08: FY 24/25 Pavement Rehabilitation Project



6,018.7 0 3,009.33 6,018.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

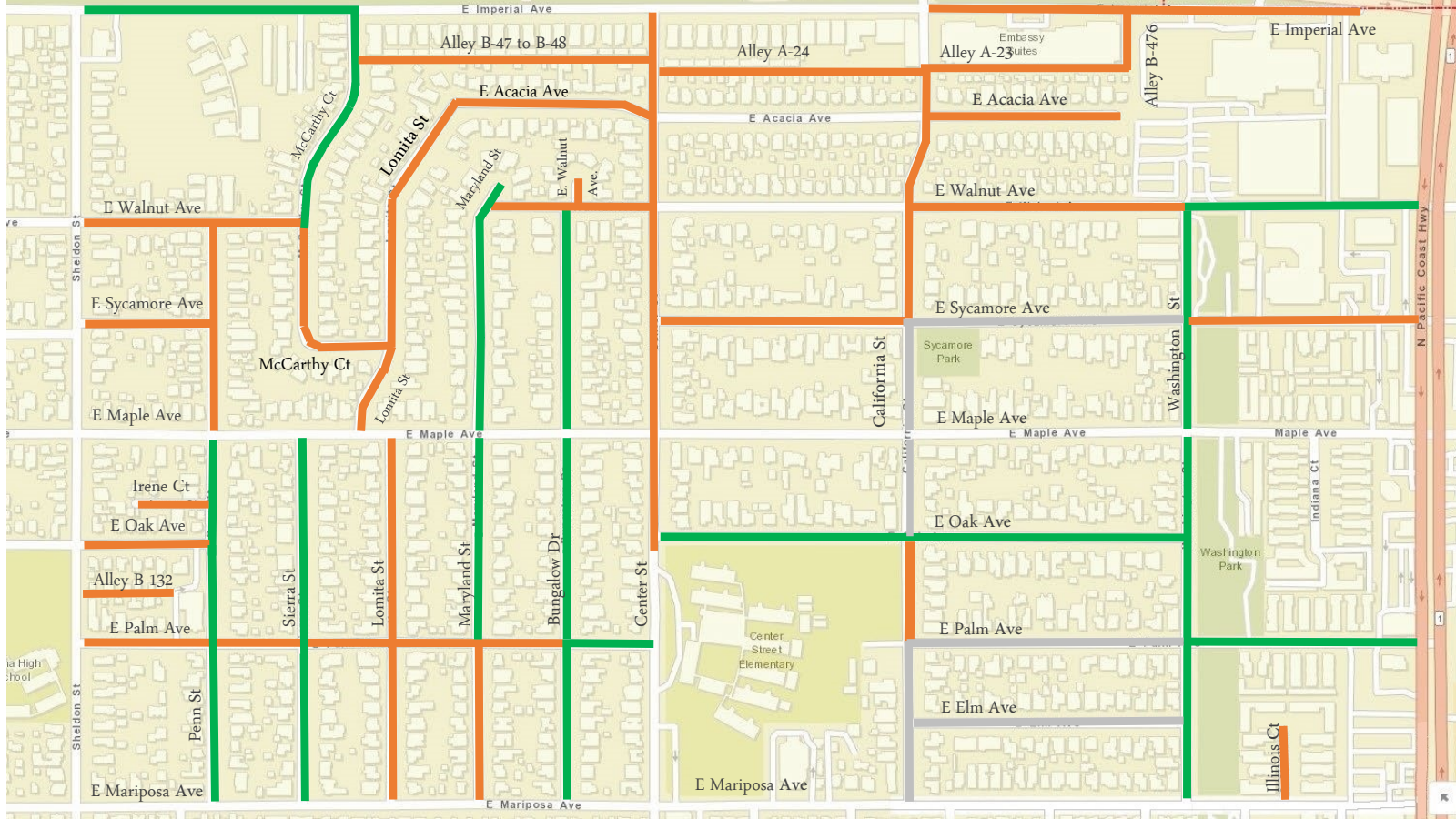
DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. The City of El Segundo will not be held responsible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



Location Map

PW 24-08: FY 24/25 Pavement Rehabilitation Project

Quadrant east of Sheldon St., north of E. Mariposa Ave., and west of Pacific Coast Highway



Legend

- City boundary
- █ Proposed overlay street
- █ Proposed slurry seal street
- █ Street to be resurfaced on a different project
- Drainage improvement construction
- █ Full-depth alley pavement overlay
- █ Part full-depth intersection overlay followed by entire intersection slurry seal

Alleys east of Sheldon St., north of E. El Segundo Blvd., south of E. Franklin Ave., and west of Lomita St.



Loma Vista St./ W. Palm Ave. intersection



Notes

No Scale



WGS_1984_Web_Mercator_Auxiliary_Sphere

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BASE BID OVERLAY STREETS

No.	2-Inch-Grind-and-Overlay Street Name	From	To	Average PCI
1	Bungalow Dr.	E. Walnut Ave.	E. Maple Ave.	58
2	Bungalow Dr.	E. Maple Ave.	E. Palm Ave.	52
3	Bungalow Dr.	E. Palm Ave.	E. Mariposa Ave.	52
4	E. Imperial Ave.	Sheldon St.	McCarthy Ct. edge of new AC	62
5	Maryland St.	End	E. Walnut Ave.	71
6	Maryland St.	E. Walnut Ave.	E. Maple Ave.	73
7	Maryland St.	E. Maple Ave.	E. Palm Ave.	59
8	McCarthy Ct.	E. Imperial Ave.	E. Walnut Ave.	56
9	E. Oak Ave.	Center St.	Washington St.	80
10	E. Palm Ave.	Washington St.	Pacific Coast Hwy.	63
11	Penn St.	E. Maple Ave.	E. Mariposa Ave.	55
12	Sierra St.	E. Maple Ave.	E. Mariposa Ave.	57
13	E. Walnut Ave.	Washington St.	Pacific Coast Hwy.	47
14	Washington St.	E. Maple Ave.	E. Mariposa Ave.	75
15	Washington St.	E. Walnut Ave.	E. Maple Ave.	90

BASE BID SLURRY SEAL STREETS

No.	Type-II-Slurry-Seal Street Name	From	To	Average PCI
1	Alley B-47 to 48	McCarthy Ct.	Center St.	N/A
2	Alley A-23	East of California St.	Alley B-476	N/A
3	Alley A-24	Center St.	California St.	N/A
4	Alley B-476	South of Imperial Ave.	Alley A-23	N/A
5	Alley B-132	Sheldon St.	East end	N/A
6	E. Acacia Ave.	Lomita St.	Center St.	66
7	E. Acacia Ave.	California St.	End	70
8	California St.	E. Sycamore Ave.	End	78
9	California St.	E. Palm Ave.	E. Oak Ave.	78
10	Center St.	E. Oak Ave.	E. Imperial Ave.	84
11	Illinois Ct.	End	E. Mariposa Ave.	95
12	E. Imperial Ave.	California St.	East end	84
13	Irene Ct.	Penn St.	End	67
14	Lomita St.	E. Acacia Ave.	E. Maple Ave.	75
15	Lomita St.	E. Maple Ave.	E. Mariposa Ave.	69
16	Maryland St.	E. Palm Ave.	E. Mariposa Ave.	59
17	E. Oak Ave.	Sheldon St.	Penn St.	84
18	E. Palm Ave.	Sheldon St.	Center St.	73
19	McCarthy Ct.	E. Walnut Ave.	Lomita St.	76
20	Penn St.	E. Walnut Ave.	E. Maple Ave.	68
21	E. Sycamore Ave.	Sheldon St.	Penn St.	69
22	E. Sycamore Ave.	Center St.	California St.	83
23	E. Sycamore Ave.	Washington St.	Pacific Coast Hwy.	93
24	1000 Block E. Walnut Ave.	End	E. Walnut Ave.	58
25	E. Walnut Ave.	Sheldon St.	McCarthy Ct.	64
26	E. Walnut Ave.	Maryland St.	Center St.	61
27	E. Walnut Ave.	California St.	Washington St.	60

ALTERNATIVE BID ITEMS 13-14

ALTERNATIVE BID ITEM 13:

Alley drainage improvement

No.	Drainage Improvement Location	From	To
1	Alley between Sheldon St. and Penn St.	E. Franklin Ave.	E. El Segundo Blvd.

ALTERNATIVE BID ITEM 14:

Pavement rehabilitation of portions of the Loma Vista St./W. Palm Ave. intersection

No.	6-inch-HMA-over-6-inch-CMB Asphalt Reconstruction Area	From	To
1	Loma Vista St.	30' north of W. Palm Ave.	South side of intersection with W. Palm Ave.
2	W. Palm Ave.	43' west of Loma Vista St.	East side of intersection with Loma Vista St.

ALTERNATIVE BID ITEMS A15-A17 AND B15-B17

ALTERNATIVE BID ITEMS A15-A17:

Alley pavement rehabilitation in five days for each alley

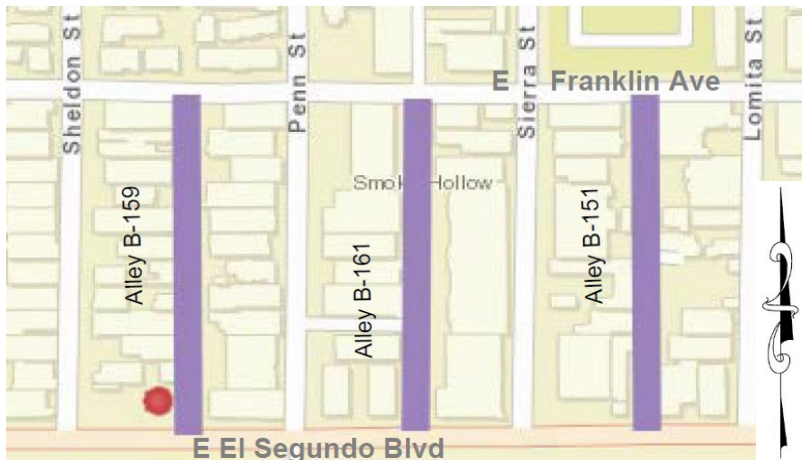
No.	4-Inch-HMA-over-6-Inch-CMB Asphalt Reconstruction	From	To
1	Alley between Sheldon St. and Penn St.	E. Franklin Ave.	E. El Segundo Blvd.
2	Alley between Penn St. and Sierra St.	E. Franklin Ave.	E. El Segundo Blvd.
3	Alley between Sierra St. and Lomita St.	E. Franklin Ave.	E. El Segundo Blvd.

ALTERNATIVE BID ITEMS B15-B17:

Alley pavement rehabilitation in one day for each alley

No.	4-Inch-HMA-over-6-Inch-CMB Asphalt Reconstruction	From	To
1	Alley between Sheldon St. and Penn St.	E. Franklin Ave.	E. El Segundo Blvd.
2	Alley between Penn St. and Sierra St.	E. Franklin Ave.	E. El Segundo Blvd.
3	Alley between Sierra St. and Lomita St.	E. Franklin Ave.	E. El Segundo Blvd.

Smoky Hollow Alleys



LEGEND

- Drainage improvement construction
- Asphalt reconstruction, 4" hot mix asphalt over 6" crushed miscellaneous base



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.9

TITLE:

Amendment to Agreement with Equinix to Extend the Term for Three Years for an Additional \$298,946.66 to Lease Secure Data Center Storage Capacity

RECOMMENDATION:

1. Authorize the City Manager to execute an amendment to agreement No. 4581 with Equinix to extend the term for three years for an additional \$298,946.66 to lease secure data center storage capacity pursuant to El Segundo Municipal Code Chapter 1-7A.
2. Alternatively, discuss and take other possible action related to this item.

FISCAL IMPACT:

Year one contract costs were included with the FY 2024-25 Adopted Budget. Contractual costs for years two and three will be included in future proposed budgets.

Amount Budgeted: \$105,600

Additional Appropriation: None

Account Number(s): 001-400-2505-6206 (Contractual Services)

BACKGROUND:

Information systems play a critical role in the day-to-day operations of the City. Ensuring their continuous operation and rapid recovery in the event of a disaster is essential. A disaster can include various threats to the City's digital operations, including cyberattacks, equipment failures, and natural disasters. The aim of a secure data center is to minimize these risks and reduce recovery time following an incident. Equinix's secure data center is a critical component of the city's digital architecture.

DISCUSSION:

On September 3, 2019, the City Council authorized the City Manager to execute a five-

Amendment to Agreement No. 4581 to Extend Lease with Equinix

August 20, 2024

Page 2 of 2

year lease agreement with Equinix to host its critical IT infrastructure. The lease agreement is set to expire on November 17, 2024.

The City greatly benefits from Equinix's advanced electrical and cooling infrastructure redundancies, as well as 24x7 physical security. Connectivity to the South Bay Fiber Network, which provides citywide internet access, is made possible by having a presence in the Equinix data center. The advanced data center management practices employed by Equinix provide 99.999% service availability uptime and has earned several certifications, including NIST 800-52, PCI DSS, and SOC Type I & II.

Given the critical need to maintain consistent and reliable operations for server equipment, it is imperative to renew the lease with Equinix. El Segundo currently lacks a facility capable of meeting the stringent power and cooling requirements essential for reliable server performance. Equinix's facilities are specifically designed to ensure continuous and stable power supply along with precise climate control, which are crucial for preventing equipment malfunctions and data loss. Without these specialized conditions, the risk of operational disruptions and potential damage to sensitive infrastructure would significantly increase.

It is recommended that the City amend Agreement no. 4581 with Equinix for an additional three years, extending the contract term to November 2027 in the amount of \$298,946.66.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

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. Renewal Quote

EQUINIX ORDER



Account Name : CITY OF EL SEGUNDO
 Account Number : 134064
 Order Number : 1-234788956790
 Version # : 1
 Agreement # : 00016298.0

Currency : USD
 Order Valid Until : 14-Aug-2024
 Initial Term (Months) : 36
 Renewal Period (Months) : 12
 Non-renewal notice (Days) : 90

PREPARED BY:
 Reza Fazlollahi
 rfazlollahi@equinix.com

PREPARED FOR:
 Jose Calderon
 jcalderon@elsegundo.org
 (310) 524-2300

IBX: LA4								
Address: 445 N Douglas St, El Segundo, CA, 90245, United States								
Section C: Product/Element Changes								
Product Code	Product Description	Qty	UoM	Action	Total Charges NRC	Current Price MRC	Amended Price MRC	Effective Date
SPC00002	Private Cage With kVA Based Power	1	Each	Update	0.00	6,190.30	6,376.01	19-Nov-2024
CC00004	Demarcation Point S/N: 0000-21244747	1	Each	-	-	0.00	0.00	19-Nov-2024
CC00001	Patch Panel S/N: PP:0000:1197196,PP:0000:1197197	2	Each	-	-	-	-	19-Nov-2024
CAB00001	Cabinet - 3.33 kVA - Customer Provided Cabinet S/N: 0105-21244748,0106-21244751	2	Each	-	-	0.00	0.00	19-Nov-2024
POW00001	AC Power	20	kVA	Update	-	3,095.15	3,188.00	19-Nov-2024
POW00003	AC Circuit - 208v - 60-amp - Three Phase - Primary S/N: 21244745,21244749	2	Each	-	-	0.00	0.00	19-Nov-2024
POW00003	AC Circuit - 208v - 60-amp - Three Phase - Redundant S/N: 21244750,21244746	2	Each	-	-	0.00	0.00	19-Nov-2024
CAG00001	Cage - 4 Cabinets - 20 kVA - Liquid Cooling - No	20	kVA	Update	-	3,095.15	3,188.00	19-Nov-2024
EXT00006	Innerduct	1	Each	Update	0.00	1,240.88	1,278.11	19-Nov-2024
EXT00002	Innerduct Element S/N: 21329426	1	Each	-	-	0.00	0.00	19-Nov-2024
CC00001	Cross Connect	1	Each	Update	0.00	393.93	405.75	19-Nov-2024
CC00001	Network Cable Connection - Single-Mode Fiber - Z-side IBX- LA4 S/N: 21374051	1	Each	Update	-	393.93	405.75	19-Nov-2024
Section Total					0.00	7,825.11	8,059.86	

IBX: LA4								
Address: 445 N Douglas St, El Segundo, CA, 90245, United States								
Section D: Continuing Services								
Product Code	Product Description	Qty	UoM	Unit Pricing		Total Charges		Effective Date
				NRC	MRC	NRC	MRC	
EXT00006	Innerduct	1	Each	-	-	0.00	0.00	19-Nov-2024
EXT00002	Innerduct Element S/N: 21329425	1	Each	-	-	-	0.00	19-Nov-2024
Section Total						-	0.00	

Section Total		NRC	MRC
Section C:	Product/Element Changes	0.00	8,059.86
Section D:	Continuing Services	0.00	0.00

Grand Total	
Monthly recurring charge:	\$8,059.86
Non-recurring charge:	\$0.00

TERMS AND CONDITIONS

1. INTRODUCTION

This Replacement Order is governed by and incorporated by reference into the applicable Master Country Agreement or other similar agreement between the Parties ("Agreement").

Capitalized terms used but not defined in this Replacement Order shall have the meaning ascribed to them in the Agreement or shall refer to the values listed at the top of this Order.

This Replacement Order replaces and supersedes the Order(s) referenced below (including any Online or Phone Orders related to or incorporated by reference into such Order(s)) and will, as applicable, add those new Products detailed in Section A, terminate the Products detailed in Section B and amend the Products detailed in Section C as further detailed above from the Effective Date stated in the relevant Section.

Unless otherwise stated by this Replacement Order, the Products in the Order(s) detailed in Section D remain(s) unchanged.

2. DEFINITIONS

'Effective Date' as used in this Order shall be:

- For Section A: Product Additions, the date stated above on which the addition to the Licensed Space and Services takes effect or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered;
 - For Section B: Product Deletions, the date stated above on which the termination of the Licensed Space and Services takes effect;
 - For Section C: Product Changes, the date stated above on which the change to the Licensed Space and Services takes effect;
- or, if no such date is stated above, then the date the Licensed Space is provided or the Services are delivered of this Replacement Order.

'Products' as used in this Order may also be referred to as Licensed Space and Services.

PRODUCT TERMS

Additional terms and conditions applicable to the Products listed above can be found at the following URL: <http://www.equinix.com/resources/product-documents> and are incorporated by reference into this Order.

3. INITIAL TERM & RENEWAL PERIOD

The Initial Term will commence on the Effective Date and will remain in effect for the Initial Term.

After the Initial Term, the term will automatically renew for the Renewal Period unless either Party terminates the Order by providing written Non-renewal notice prior to the end of the then-current term to the other Party in which event this Order will terminate at the end of the then-current term.

4. POWER LIMITATIONS

The maximum amount of electrical power that Customer may draw is stated above as Draw Cap or Qty/UoM in kVA or kW ("Draw Cap"). Customer may not draw more power than the Draw Cap. If Customer exceeds the Draw Cap, Equinix will notify Customer and Customer must reduce power draw to be equal to or less than the Draw Cap within 72 hours (or as otherwise agreed) or Equinix may, in its sole discretion, either charge Customer for the power overage at a maximum of twice the MRC/kVA rate for Licensed Space and power Services above, or suspend Customer's power Services to return to Draw Cap compliance.

5. PRICE AND PRICE INCREASE

Customer will pay the Fees for the Licensed Space and Services from the Effective Date.

Notwithstanding anything in this Order to the contrary, all Fees for those Products in the Price Increase Terms may be subject to the Price Increase with effect from the date stated in the Price Increase Terms and every twelve (12) months thereafter, except where a change in Equinix's direct electrical supply costs exceeds the Price Increase value listed below then Equinix may change the Fees for power Services by such increased cost.

Price Increase Terms	
First Price Increase Applicable After	12 months
All Products Price Increase %	3%


Renewal Price Increase Terms	
All Products Price Increase %	3%

Equinix reserves its right to delay any Effective Date for the Licensed Space and Services under this Order unless Equinix receives a signed copy of this Order before the Effective Date stated above.

Order Reference Updates			
IBX	Product Family	Order Reference #	New Order Reference #
LA4	Space & Power	1-190876199269	1-234788956790
LA4	Interconnection	1-190876199269	1-234788956790

EQUINIX ORDER



CITY OF EL SEGUNDO		Equinix LLC, on behalf of itself and its U.S. Affiliates	
Signature:	Billing Contact Name: Accounts Payable	Equinix Local Entity Address:	Signature: 
Name:	Billing Address: 350 Main Street	One Lagoon Drive, 4th Floor	Name: Alex Para
Title:		Redwood City CA	Title: Commercial Finance Senior Director
Date:	EL SEGUNDO CA United States	United States	Date: 17-May-2024
	90245	94065	
	Phone Number:		
	Email Address: accountspayable@elsegundo.org		



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.10

TITLE:

West Coast Arborist Agreement for Tree Maintenance Services

RECOMMENDATION:

1. Exempt the City's formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(C) and award a contract to West Coast Arborists for \$204,000 for tree maintenance services.
2. Authorize the City Manager to execute a tree maintenance services agreement with West Coast Arborists pursuant to El Segundo Municipal Code Chapter 1-7A.
3. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Included in the adopted FY 2024-25 Budget.

Amount Budgeted: \$204,000

Additional Appropriation: No

Account Number(s): 001-400-5102-6206 (Contractual Services)

BACKGROUND:

The City's current West Coast Arborist (WCA) contract for tree maintenance services will expire September 30, 2024. WCA has performed tree maintenance services since 2014 for the City of El Segundo. This scope of work includes tree pruning, tree removal, tree evaluation and arborist reports. In addition, WCA created the El Segundo Master Street Tree Plan document and developed the City's tree inventory.

DISCUSSION:

To maintain consistency of service and continuity of inventory documentation, staff is recommending that WCA continue tree maintenance services. The City has an

West Coast Arborist Contract

August 20, 2024

Page 2 of 2

opportunity to piggyback onto the City of Temple City contract with WCA that went through a formal bid process in December 2023 and was approved in January 2024. El Segundo Municipal Code § 1-7-9 (Exceptions to the Bidding Requirement) authorizes the City Council's waiver of competitive bidding based on certain findings or through the cooperative use of a competitive bidding procedure that another local, state, or federal governmental agency has fulfilled within the last five years. WCA has performed outstanding tree maintenance services, been very responsive to emergency calls and is without complaints regarding tree trimming. The price list is consistent with the current contract price list.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

PREPARED BY:

Randy Niessen, Cultural Arts Coordinator

REVIEWED BY:

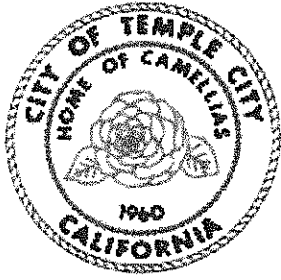
Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. WCA Temple City Contract



9701 Las Tunas Drive • Temple City • California 91780 • 626-285-2171

February 7, 2024

West Coast Arborist, Inc.
2200 Via Burton
Anaheim, CA 92806
c/o Mr. Victor Gonzalez, M.A.
Vice President, Business Development

Re: Agreement with City of Temple City

Mr. Gonzalez,

The City Council at their regular meeting on January 16, 2024, approved the services agreement between City of Temple City and West Coast Arborist.

Enclosed please find a fully executed agreement for your record.

Should you have any questions, please do not hesitate to contact Mr. Adam Matsumoto, Parks and Recreation Director at (626) 579-0461.

Sincerely,

Peggy Kuo
City Clerk

Enclosures

**Agreement FOR
TREE MAINTENANCE SERVICES
Between**

THE CITY OF TEMPLE CITY

And

WEST COAST ARBORISTS, INC.

Dated:

January 16, 2024

**Agreement FOR
TREE MAINTENANCE SERVICES**

This Agreement for tree maintenance services ("Agreement") is entered into as of the date referenced on the cover page ("Effective Date") between the City of Temple City, a charter city and municipal corporation ("City"), and West Coast Arborists, Inc., a ("Contractor") (collectively the "Parties"). In consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 **Term.** Subject to the provisions of Section 9 [Termination] of this Agreement, the term of this Agreement is for two (2) years and five (5) months commencing on February 1, 2024 ("Term"). The Agreement may be renewed for up to an additional three (3) years upon mutual consent of the Parties.

1.2 **Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those tree maintenance services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("Services"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

1.3 **Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("Extra Work"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 10.10 [Amendments] and Section 10.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

1.4 **Schedule of Performance.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("Schedule of Performance"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

1.5 **General Warranty.** Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized

Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

1.6 Repair of Defects. Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

1.7 Contractor's Representative. Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. City shall pay to Contractor for non-disputed Services rendered, the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

2.2 Payment of Compensation. Contractor shall submit periodic (monthly or quarterly as specified in Exhibit "C") invoices together with an itemized statement of Services provided. The statement shall describe the Services provided together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

SECTION 3. RESPONSIBILITIES OF CONTRACTOR

3.1 Control and Payment of Subordinates; Independent Contractor. Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

3.2 Standard of Care and Licenses. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

3.3 Required Corrections. Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

3.4 Law and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

3.5 **Safety.** Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.6 **Labor Code and Prevailing Wage Requirements.**

3.6.1 Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

3.6.2 Hours of Work. Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

3.6.3 Payroll Records. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

3.6.4 Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement and Contractor shall provide City with proof that it and all of its subcontractors (if any) are registered with the Department of Industrial Relations as required by Labor Code Section 1725.5. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

3.7 **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.8 **Unauthorized Aliens.** Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. §§

1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

SECTION 4. INDEMNIFICATION

4.1 **Indemnity.** Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees and agents, from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any Action arising from Contractor's performance of this Agreement, the Contractor shall provide a defense to the City indemnitees or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement and that payment by City is not a condition precedent to enforcement of this indemnity.

4.2 **Action.** For purposes of this Agreement, "Action" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

4.3 **Costs and Expenses.** For purposes of this Agreement, "Costs and Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or

expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

4.4 **Hazardous Substances.** For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

a. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, 42 U.S.C. §7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, *et seq.*; the Hazardous Substance Account Act, H.&S.C. §25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq.*; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq.*; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq.*; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq.*; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq.*, all as they may from time to time be amended; and

b. any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

SECTION 5. RECORDS AND DOCUMENTS

5.1 Accounting Records.

5.1.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

5.1.2 Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of

such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

5.2 Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

SECTION 6. [intentionally removed]

[intentionally removed].

SECTION 7. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

SECTION 8. BONDS

8.1 Performance and Payment Bonds. If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

8.2 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the

Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

8.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

SECTION 9. TERMINATION.

9.1 Termination by City. City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

9.2 Termination by Contractor. Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

SECTION 10. GENERAL PROVISIONS

10.1 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

10.2 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be

encountered in the prosecution of the Services until the same is fully completed and accepted by City.

10.3 Liquidated Damages. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

10.4 Excusable Delays. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

10.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

10.6 Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, located in Los Angeles, California.

10.7 Integration. This Agreement, including the attached Exhibits "A" through "F", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

10.8 **Severability.** If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

10.9 **Prohibited Interests.** Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

10.10 **Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Temple City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

10.11 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.12 **Delivery of Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective Parties at the addresses listed in Exhibit "D", or at such other address as the respective Parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.13 **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

10.14 **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 or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

10.15 **Attorneys Fees, Costs and Expenses.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the

prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

10.16 Subcontracting. Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

10.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

10.18 Authority to Execute. The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

10.19 Administration and Implementation. This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Temple City Municipal Code.

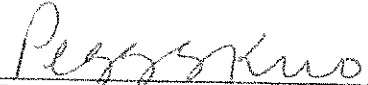
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMPLE CITY



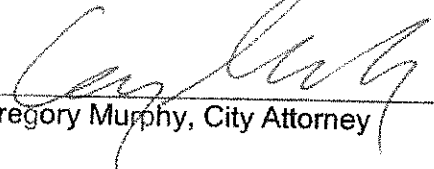
Bryan Cook, City Manager

ATTEST:



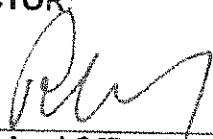
Peggy Kuo, City Clerk

APPROVED AS TO FORM:



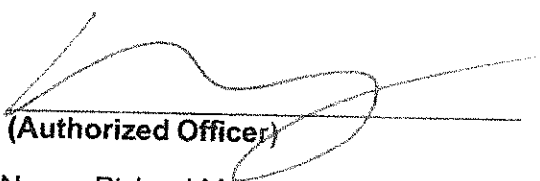
Gregory Murphy, City Attorney

CONTRACTOR:

By: 

(Authorized Officer)
Name: Patrick Mahoney
Title: President

(2nd signature required if Corporation, Incorporation or Limited Liability Corporation)

By: 

(Authorized Officer)
Name: Richard Mahoney
Title: Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

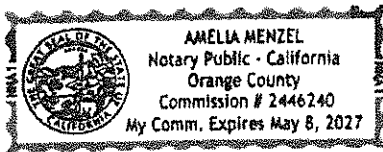
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 1/17/24 before me, Amelia Menzel, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney and Richard Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temple City Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: WCA, Inc.

Signer's Name: Richard Mahoney
 Corporate Officer — Title(s): Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: WCA, Inc.

EXHIBIT "A" SCOPE OF SERVICES

Contractor will furnish all necessary equipment, materials and personnel for the completion of the work in a timely and organized manner.

I. TREE MAINTENANCE REQUIREMENTS

Contractor shall perform any and all services provisioned under the contract in a skillful and competent manner. It is understood that the selected Contractor will furnish all necessary equipment and personnel for the completion of work in a timely and organized manner, and ensure full compliance with applicable local, state and federal requirements.

A. Work Quality and Standards

All work performed under this contract shall be conducted in such a manner so as to provide safety to the public. The Contractor shall comply with safety requirements set forth by California Occupational Safety and Health Act (CAL OSHA) and all applicable American National Standards, published by The American National Standard Institute, Inc. (ANSI), 1430 Broadway, New York, New York 10018.

All work performed by the Contractor shall comply with good arboreal practices within the industry for the particular species of trees being maintained. Work quality must be consistent with standards as specified in the International Society of Arboriculture's (ISA) "Best Management Practices" and ANSI A300.

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said contractor or his employees in connection with the performance of this work.

The Contractor will provide all equipment and trained personnel to provide timely tree trimming services as requested by City.

Daily, routine tree trimming operations shall not begin before 7:00 AM and finish no later than 5:00 PM on weekdays.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by City for trimming that is not in accordance with standards outlined in this contract. The City may deduct and/or withhold payment to protect the City from loss due to one or more of the following reasons:

- a. Defective or inadequate work not corrected;
- b. Claims filed, or reasonable evidence indicating probable filing claims;
- c. A reasonable doubt that the contract can be completed for the balance unpaid; and/or
- d. Damage that resulted from an incident involving property damage.

B. Qualifications and Licenses

The Contractor shall assign a competent and qualified supervisor, who shall be a current ISA-certified Arborist, to be on the job site at all times work is being performed.

The Contractor ensures that they, their employees and subcontractors have all

necessary licenses required for the adequate performance of the work outlined by this contract.

C. Inspections

The City's designated representative shall, at all times, have access to inspect work, facilities and equipment. The Contractor shall be required to provide the City with a written schedule of daily tree maintenance operations.

Any work found to be unacceptable will be noted in writing to the Contractor. Defected work shall be fixed, as directed by the City's designated representative, even if the work was not pointed out during the initial inspection and the work was accepted for payment.

D. Invoice

The Contractor will provide invoices on a *monthly* basis. Invoices shall include but not be limited to:

- a. A list of all tree maintenance operations that took place;
- b. The address of each individual tree;
- c. Species;
- d. Height; and
- e. Trunk diameter of each individual tree.

E. Fixed Fee and Pricing

The Contractor shall provide a pricing proposal that is a fixed fee per tree per service. Contractor will also include a cost-per-inch of trunk diameter on complete tree and stump removals. The price given by the Contractor for tree and/or stump removals shall include all staff, materials, and equipment necessary *and backfilling with good-quality topsoil*.

Contractor shall provide general pricings for plantings, grid pruning, complete removals and service hours (off-hours).

F. Emergency Services

The Contractor shall be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any time. Emergency work shall begin within two (2) hours of initial call.

Work performed under the emergency provision shall be paid for on an hourly basis. This will include all labor, tools/equipment, disposal fees and necessary materials.

G. Annual Maintenance Program

The Contractor will be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects.

Depending on the City's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

H. Traffic Control

The Contractor shall conform to all City traffic safety requirements and operating rules at all times while this contract is in effect. The Contractor will be responsible for

supplying and using all safety equipment necessary to close or delineate traffic lanes. The City must approve all traffic safety equipment prior to use. Traffic control plans are required and must be approved by City before implementation.

I. Public Notice of Tree Pruning Operations

The Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. City-approved "No Parking" signs shall be posted on individual trees scheduled for pruning forty-eight (48) hours prior to the work being performed.

J. Cleanup of Green Waste and Debris

The Contractor shall insure that the work area shall be kept safe at all times during any procedure, be it pruning or removal. All tree material and debris will be cleared and the job site cleaned at the end of each work day before the work crew leaves. Cleaning shall include but not be limited to:

- a. Raking lawn areas;
- b. Sweeping all streets/sidewalks; and
- c. Removing all brush, branches, and other debris.

Under no circumstances will any tree material be allowed to enter any storm drain.

K. Disposal of Green Waste and Debris

The Contractor shall recycle all tree material, of which the amount (in weight recycled) shall be reported to the City in compliance with AB 939.

L. Tool Sanitation

On all trees known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected. Dumping used or old disinfecting solutions on the ground or down the storm drain will result in severe penalties for the Contractor.

M. Tree Inventory Database

The Contractor shall provide a complete citywide database of the City's public tree inventory and continue to be responsible for providing the City with information to keep the system current and accurate. The tree inventory data shall conform to the existing tree inventory database and will include but not be limited to:

a. GPS Tree Inventory

A GPS tree inventory will be created using the City's standardized addressing system for all parks and open space areas. The address information in the inventory shall be linked to a GIS program (Arc GIS or ArcView).

The inventory, when possible, will be capable of showing the location of every existing tree site and vacant tree site on the City's existing GIS base maps (streets, parcels, addresses, right of way and hardscape, etc.).

The Contractor shall update the tree inventory on a daily basis, as conditions require (e.g. tree removed, tree planted, etc.). The City will have access to updated data at all times. The City reserves the right to contact the Contractor for immediate inventory changes on request.

b. Inventory Scope of Work

The Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system and future technical maintenance. Attributes to be collected by field personnel may include, but are not limited to:

1. City District/Grid/LLDs/Parks/R-Areas/Residential;
2. Street;
3. Location by Address;
4. Location by GIS;
5. Species by botanical name & common name;
6. Tree diameter;
7. Tree height;
8. Recommended Maintenance Classification;
9. Existing overhead Utilities;
10. Parkway Size;
11. Parkway Type; and
12. Condition of surrounding hardscape.

N. Pruning

The Contractor shall provide both grid (4 year cycle) and service request pruning as requested by City. Full prune is classified as no more than 25% of foliage at one time.

a. General Specifications

1. Contractor shall provide appropriate notification to property owners and signage per City specifications.
2. The Contractor shall consult with the City's designated representative before making any cuts that could result in permanent disfigurement of tree structure.
3. Trees will be pruned so as to prevent branch and foliage interference with safe public passage. Young trees are exempted.
4. All dead and dying branches/stubs shall be removed.
5. All broken or loose branches shall be removed.
6. Contractor will selectively prune branches that create sight line conflicts with control signs and devices.
7. Trees shall be cleared of sprout and sucker growth. Young trees are exempted.
8. All major pest problems shall be promptly reported to the City.
9. Trees will be pruned to maintain a natural and balanced appearance unless otherwise directed.
10. Tree limbs shall be controlled in such a manner so as to cause no damage to other parts of the tree, other plants or property.
11. Excess debris, trimmings, branches and wood shall be removed from the work site following as closely as possible the pruning operation.

b. Grid Pruning

Contractor shall prune all trees in pre-designated trimming grids (attached to this RFP as "Exhibit A"), regardless of size, on a set schedule, unless otherwise directed by the City. The City currently maintains a four (4)-year trim cycle.

The trimming shall provide a "natural" and aesthetically pleasing appearance that is typical of the species. Trees shall be trimmed to provide a minimum clearance over roadways and walkways and adhere to the General Specifications mentioned above.

c. Service Request Tree Pruning

The City will periodically submit a list of work orders to the Contractor. Contractor shall follow above specifications during service request pruning operations.

O. **Tree and Stump Removals**

Removal shall consist of the 100% removal of any tree or stump, its root system and backfilling of the hole with good-quality topsoil.

a. General Specifications

1. Tree removals shall be conducted in accordance with the standards of the arboricultural profession.
2. Tree removals shall follow the City's basic criteria as outlined within the City's Municipal Code § 3-4D-9A1 to §3-4D-9A11.
3. The Contractor shall consult with the City's designated representative before any removal operation.
4. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to any removal operation. Contractor shall take all necessary precautions to ensure all utilities (e.g. water, gas, electric, telephone, etc.) are not damaged.
5. All tree removals shall include removal of the stump and grinding chips, as well as the backfilling of the hole created by the removal with good-quality topsoil suitable for the replanting of a replacement tree.
6. Contractor shall ensure that, with use of proper techniques and equipment, at no time shall branches, limbs or tree trunks be allowed to freefall.
7. Excess debris, trimmings, branches, and wood shall be removed from the work site, following as closely as possible the removal operation.

P. **Planting**

Planting shall include the tree, stakes, ties and weed-eater guards along with complete installation, watering and care. Planting lists will be compiled by the City's designated representative and submitted to Contractor monthly or as needed. Contractor will guarantee the quality of the tree stock and workmanship.

a. General Specifications

1. The Contractor shall identify the location of all utilities and private property landscape irrigation components prior to any planting operation. Contractor shall take all necessary precautions to ensure all utilities (water, gas, electric, telephone, etc.) are not damaged.
2. All trees shall be a minimum fifteen (15)-gallon container or as specified by the City. City has right to reject any tree planted by Contractor and Contractor shall replace at his expense.
3. The Contractor shall consult with the City's designated representative before any planting operation.
4. The Contractor will be responsible for the stability of planted trees, including the stakes, ties and weed-eater guards as appropriate.

5. Using hoses, equipment or water from private properties is prohibited.

b. New Tree Care

While watering, the Contractor shall maintain the tree watering basin by removing weeds and debris, and retaining the basin to appropriate size and grade standards.

The Contractor will care for and guarantee the life of the tree for ninety (90) calendar days. After ninety (90) day period the tree is determined to be healthy and the Contractor is no longer required to provide specific new tree care.

Q. Additional Work

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

- a. In the event that the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
- b. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
- c. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment.

EXHIBIT "B" SCHEDULE OF PERFORMANCE

Contractor shall provide services identified in Exhibit "A" as specified therein.

EXHIBIT "C" COMPENSATION

Description	Unit	Price
Clearance Prune > 16 DSH	Each	\$45.00
Clearance Prune 0-6 DSH	Each	\$25.00
Clearance Prune 7-16 DSH	Each	\$35.00
Emergency Response	Man Hour	\$120.00
Full Prune > 16 DSH	Each	\$295.00
Full Prune 0-6 DSH	Each	\$65.00
Full Prune 7-16 DSH	Each	\$135.00
GPS Tree Inventory	Each	\$4.00
Grid Prune	Each	\$86.00
Palm Prune	Each	\$120.00
Plant 15 Gal w/o RB	Each	\$175.00
Plant 15 Gal w/ RB	Each	\$200.00
Plant 24" Box w/o RB	Each	\$375.00
Plant 24" Box w/ RB	Each	\$400.00
Specialty Equipment Rental	Hour	\$145.00
Stump Only Removal	Inch	\$20.00
Tree & Stump Removal > 36 DSH	Inch	\$45.00
Tree & Stump Removal 0-36 DSH	Inch	\$45.00

WCA, INC. - PRICE SCHEDULE FOR "OTHER SERVICES"

**CITY OF TEMPLE CITY
RFP FOR TREE MAINTENANCE SERVICES**

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>
Crew Rental Services	per man hour	\$105.00
<p>The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work including tree care. When directed by City staff, trees requiring service before their regularly scheduled grid or annual trim, or to rectify a specific problem such as blocked street lighting or signs, providing right-of-way clearance for utility lines, or removing broken limbs may be performed under the Crew Rental rate. The use of crew rental may also be warranted due to inaccessibility, in park or slope locations, or non-linear tree pruning. <i>Typical work hours are from 7am - 4pm, Monday- Friday.</i></p>		
Ficus Tree Pruning	per man hour	\$105.00
<p>The crew and equipment can be modified to complete Ficus tree pruning. Costs include fuel, insurance, labor, and disposal.</p>		
Pruning for Crown Reduction	per man hour	\$105.00
<p>Should the City require crown reduction-type pruning, we will provide a crew to perform this work. The size of the crew and equipment will be determined based on the scope of work.</p>		
Tree Planting Services (includes, labor, tree, stakes, ties and initial watering)		
36-inch box tree	Each	\$1,500.00
48-inch box tree	Each	\$2,800.00
ISA Arborist Services		
Consulting Services including Report Writing (2-hour min.) Travel included	Per hour	\$175.00
Construction Project Inspection (2-hour min.)	Per hour	\$175.00
Presentation to City Council, etc. (2-hour min.)	Per Hour	\$175.00
Laboratory testing (i.e., Soil, limb, etc.)	Each	Cost + 15%
Plant Health Care	Per hour	\$105.00
<p>Rate excludes materials which may vary due to the diagnosis and prescription.</p>		

EXHIBIT "D" REPRESENTATIVES

City of Temple City
Attn: Parks and Recreation Department
9701 Las Tunas Drive
Temple City, California 91780

Contractor:
West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Attn: Victor Gonzalez, Vice President
(714)991-1900
vgonzalez@wcainc.com

EXHIBIT "E" BONDS REQUIRED

N/A

EXHIBIT "F" INSURANCE REQUIREMENTS FOR CITY OF TEMPLE CITY

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts indicated below by check marks, described more fully below, and in a form that is satisfactory to City.

_____ **General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

_____ **Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

_____ **Umbrella or excess liability insurance.** [Optional depending on limits required] Contractor shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

_____ **Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Other provisions or requirements for insurance:

Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall

require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

Contractor agrees that upon request, all Agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.11

TITLE:

Amendment to Agreement with Arroyo Background Investigations for an Additional \$10,000 Per Fiscal Year to Provide Pre-Employment Investigations and Background Screenings

RECOMMENDATION:

1. Authorize the City Manager to execute a third amendment to Agreement No. 6580 with Arroyo Background Investigations to increase the contract amount by \$10,000 for a total not-to-exceed amount of \$80,000 per fiscal year. The contract term is extended from January 31, 2026 to June 30, 2026, to align with the end of the fiscal year pursuant to El Segundo Municipal Code Chapter 1-7A.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Funds for this item are available in the adopted FY 2024-25 budget.

Amount Budgeted: \$10,000

Additional Appropriation: No

Account Number(s): 001-400-3101-6206 (Contractual Services)

BACKGROUND:

On January 31, 2023, the City entered into Agreement No. 6580 with Arroyo Background Investigations (ABI) for \$25,000 per fiscal year through January 31, 2026 to provide the El Segundo Police Department (ESPD) pre-employment investigations and background screenings for sworn and non-sworn applicants. On November 29, 2023, the agreement was amended to increase the not-to-exceed amount by \$25,000 for a total of \$50,000 per fiscal year. On May 29, 2024, the agreement was amended a second time to increase the not-to-exceed amount by \$20,000 for a total of \$70,000 for fiscal year 2023-24. ESPD is requesting a third amendment to the agreement to increase the not-to-exceed amount by \$10,000 for a total of \$80,000 per fiscal year. The

Agreement Amendment

August 20, 2024

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contract term is extended from January 31, 2026 to June 30, 2026 to align with the end of the fiscal year.

ABI conducts thorough applicant background screenings that may take 45 days or less. ABI does not give opinions in the background report. However, all facts, good and bad, are presented to the agency. The following is an abbreviated list of what ABI includes in background investigations: all law enforcement jobs, and disqualified backgrounds will be visited in person, neighborhood checks and interviews done by Peace Officer Standards and Training (POST) rules/guidelines, legal case law, and state law codes are always observed and followed.

El Segundo Municipal Code Chapter 1-7 requires City Council approval for agreements where compensation will exceed \$50,000 in a fiscal year.

DISCUSSION:

By the end of 2023, the Police Department anticipated a total of eight retirements. Already struggling with Police Officer recruitment and the time constraints on completing a background packet, the Police Department hired an additional background company, ABI, to increase the number of applicants going through background screenings. The report from ABI may take 45 days or less, but there are other components to the background process. The applicant steps include the application, physical fitness and written test, oral interview, background investigation, psychological evaluation, and medical evaluation. A minimum of 11 weeks is anticipated to complete the hiring process.

On March 5, 2024, now retired Chief Bermudez went before council to present the 14 new Police Officers hired in the last year. It was mentioned that this has been the most aggressive hiring effort the Police Department has seen in years. Due to the department's increased hiring efforts, the contract with ABI requires additional funding. The department would like to increase the not-to-exceed limit to allow for the additional processing of background screenings to meet our newly approved personnel number of 72 sworn officers.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy D: Ensure that the community feels safe and is satisfied with the services of the El Segundo Police Department.

Goal 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

Agreement Amendment

August 20, 2024

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Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

PREPARED BY:

Julissa Solano, Sr. Management Analyst

REVIEWED BY:

Saul Rodriguez, Police Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.12

TITLE:

Amendment to Agreement With Phoenix Group Information Systems for an Additional \$15,000 Per Fiscal Year to Provide Processing and Payment Collection Services for Parking Citations

RECOMMENDATION:

1. Authorize the City Manager to execute a second amendment to Agreement No. 6539 with Phoenix Group Information Systems to increase the amount by \$15,000 for a total contract amount not-to-exceed \$80,000 per fiscal year. The contract term is extended from January 2, 2026, to June 30, 2026, to align with the end of the fiscal year pursuant to El Segundo Municipal Code Chapter 1-7A.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Funds for this item are available in the adopted FY 2024-25 budget.

Amount Budgeted: \$15,000

Additional Appropriation: No

Account Number(s): 001-400-3101-6206 (Contractual Services)

BACKGROUND:

On January 3, 2023, the Police Department entered into Agreement No. 6539 with Phoenix Group Information Systems ("Phoenix") for \$50,000 per fiscal year through January 2, 2026, to provide processing and payment collection services for parking citations. On May 29, 2024, the agreement was amended to increase the not-to-exceed amount by \$15,000 for a total of \$65,000 for fiscal year 2023-24. ESPD is requesting a second amendment to the agreement to increase the not-to-exceed amount by \$15,000 for a total of \$80,000 per fiscal year. The contract term is extended from January 2, 2026, to June 30, 2026, to align with the end of the fiscal year.

Agreement Amendment

August 20, 2024

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The department transitioned from a previous company that was lacking in customer service for the public and in communications with internal staff. Phoenix provides citation equipment, training, and materials, as needed. Phoenix processes all parking citations issued in the city, including electronic and handwritten citations; processes payments; prepares and mails all required notices, and maintains a database of citation records. In addition, Phoenix manages the City's participation in the Franchise Tax Board ("FTB") Interagency Intercept Program, which was not active by the previous collections company. Phoenix also handles CA Department of Motor Vehicles ("DMV") holds and conducts delinquent payment collections.

El Segundo Municipal Code Chapter 1-7 requires City Council approval for agreements where compensation will exceed \$50,000 in a fiscal year.

DISCUSSION:

Since the implementation of the contract with Phoenix, the department is satisfied with the level of service and communication they provide. Since the initiation of the contract, over \$278,000 total revenue has been collected. Phoenix has been proactive in increasing the collection of outstanding revenue owed to the city and an example is establishing participation in the FTB Program.

The total value of the contract has increased since the implementation of the agreement. Fees are activity-driven and will depend on the number of citations issued, volume of activities and correspondence related to citations, volume of delinquent citations that progress into a collection status, and the need for equipment replacement. Most recently, with the implementation of the FTB Program, there has been an increase in FTB processing, which creates a fee for the city, but will recuperate a significant amount of debt owed to the city.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy D: Ensure that the community feels safe and is satisfied with the services of the El Segundo Police Department.

PREPARED BY:

Julissa Solano, Sr. Management Analyst

REVIEWED BY:

Saul Rodriguez, Police Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

Agreement Amendment
August 20, 2024
Page 3 of 3

None



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.13

TITLE:

Letter of Support for Proposed 2025 Los Angeles Jazz Festival

RECOMMENDATION:

1. Approve letter of support for the proposed August 2025 Los Angeles Jazz Festival.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

To be determined when specific event details are available. Anticipated fiscal impact includes increased Transient Occupancy Tax and Sales Tax revenue to the City as a result of the event.

BACKGROUND:

The Los Angeles Jazz Festival will be the first international jazz festival in the history of Los Angeles. Proposed to be held annually for four weeks during August, leveraging ideal historical climate and the global jazz festival calendar. While international jazz festivals are known to draw hundreds of thousands, this will be the first such festival in the world's leading multi-cultural and entertainment capitol. Globally jazz has exploded into music's most diverse fan base. International jazz festivals include: Montreaux (Switzerland) running sixteen days and 300,000 people; Copenhagen (Denmark) spanning 10 days with 200,000 people; New Orleans over two weeks serving 350,000 people; and Montreal (Canada) running two weeks, and 2,000,000 people. It's noteworthy that more than half of the top international jazz festivals are on ocean fronts or large bodies of water.

DISCUSSION:

The Los Angeles Jazz Festival, tentatively scheduled for August 2025, could attract as many as 130,000 people, with over 150 artists and nearly 100 events that will take place

City Council Letter of Support - LA Jazz Festival

August 20, 2024

Page 2 of 2

throughout Los Angeles County. The festival would run 27 days and feature 25 free concerts in local parks, a free two-day jazz conference, and a free camp for 2,000 children. The festival would include a free Caribbean Street Festival in downtown El Segundo featuring four stages - Cuba, Brazil, Afro-Caribbean and New Orleans - representing the global footprint of jazz. The grand finale will be two days of jazz on the El Segundo/Dockweiler Beach. It is anticipated that there will be 20,000 visitors for each of the two days of the finale and the El Segundo Caribbean Street Festival. Many will stay in local hotels, and visit El Segundo's shops and restaurants. Tourism and hospitality are vital drivers of the El Segundo economy, and an event of this global prominence will bring additional Sales and Transient Occupancy Tax revenues to the City, as well as putting El Segundo on the world map as a highly desirable place to visit.

The event producer, Bridge Street, has incorporated the Los Angeles Jazz Festival Corporation and has received approval from the California Coastal Commission to convene this first-of-its kind international jazz festival, along the Los Angeles County Coastline, between El Segundo Beach and Dockweiler State Beach.

CITY STRATEGIC PLAN COMPLIANCE:

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

Strategy B: Implement Diversity, Equity, and Inclusion (DEI) initiatives to cultivate representation and opportunities for all the members of the community.

Goal 5: Champion Economic Development and Fiscal Sustainability

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

Strategy C: Implement strategic initiatives to attract new businesses and foster business to business networking and collaboration to retain and grow existing businesses.

PREPARED BY:

Barbara Voss, Deputy City Manager

REVIEWED BY:

Barbara Voss, Deputy City Manager

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Draft Letter of Support for Proposed LA Jazz Festival

Office of City Council

Elected Officials

*Drew Boyles,
Mayor*

*Chris Pimentel,
Mayor Pro Tem*

*Carol Pirsztuk,
Councilmember*

*Lance Giroux,
Councilmember*

*Ryan Baldino,
Councilmember*

*Tracy Weaver,
City Clerk*

*Matthew Robinson,
City Treasurer*

Appointed Officials

*Darrell George,
City Manager*

*Mark Hensley,
City Attorney*

Department Directors

*Barbara Voss,
Deputy City Manager*

*Paul Chung,
Finance*

*George Avery,
Fire Chief*

*Rebecca Redyk,
Human Resources*

*Jose Calderon,
Information Technology*

*Michael Allen,
Community Development*

*Jaime Bermudez,
Police Chief*

*Elias Sassoon,
Public Works*

*Aly Mancini,
Recreation, Parks and Library*

August 21, 2024

Los Angeles Jazz Festival
Monica Hajar
Finance Director
4391 Mount Vernon Drive
View Park, CA 90043

Dear Ms. Hajar:

We are writing to reaffirm the City's full support for the proposed Los Angeles Jazz Festival slated for August 2025. As the host location for key events of this international jazz festival, including the Caribbean Street Festival and the concerts on the beach, El Segundo is very excited about the positive public benefits this international music and cultural event will generate for the region. This festival is being produced by a team of professionals who have extensive experience in event management and access to world-class musical talent.

We take pride in our city's ability to host arts and cultural experiences that are both grand in scale and intimate in feel. Our city offers a unique blend of small-town character and world-class amenities that make it perfectly suited for an event of this caliber. El Segundo's strategic location, just minutes from Los Angeles International Airport, ensures easy access for out-of-town and international artists, musicians, and guests. We have both a vibrant, pedestrian-friendly and community-oriented downtown and a thriving international business community complete with hotels, restaurants, transportation and a very strong public safety record.

The coastal area comprised of El Segundo Beach and Dockweiler Beach (in LA County) is an ideal location for these iconic, culminating events. The applicant has met with key city departments and will work with the city

over the next year on the required permit approvals. As with other world-class events, the city council recognizes that we must first signal a commitment to the event, based on a comfort level of many factors, and then work together with city staff and the applicant to ensure the success of the festival.

We commend you for your attention to detail and for making this event as inclusive as possible, with a significant portion of the tickets to this festival being free and open to the general public.

Thank you for your consideration.

Sincerely,

City of El Segundo City Council

Drew Boyles
Mayor

Chris Pimentel
Mayor Pro Tem

Carol Pirsztuk
Councilmember

Lance Giroux
Councilmember

Ryan Baldino
Councilmember



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.14

TITLE:

Waive Formal Bidding Requirements to Purchase Self-Contained Breathing Apparatus Equipment Utilizing Fiscal Year 2021 State Homeland Security Grant Program Reimbursable Funding

RECOMMENDATION:

1. Waive formal bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) to purchase a self-contained breathing apparatus air compressor/fill station using Fiscal Year 2021 State Homeland Security Grant Program reimbursable funding.
2. Authorize the City Manager to sign an agreement and associated documentation with Compressed Air Specialties to facilitate the purchase pursuant to El Segundo Municipal Code Chapter 1-7A.
3. Establish a revenue budget of \$100,000 for FY 2024-25.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total cost of the self-contained breathing apparatus (SCBA) air compressor/fill station is \$110,000. \$100,000 is covered under the FY 2021 State Homeland Security Grant Program and was included in the adopted FY 2024-25 budget. The additional cost of \$10,000 will be covered in the Fire Department's General Fund operating budget. Furthermore, this requires a revenue budget to be set at \$100,000. The budget break-down is as follows:

Expenditure:

Amount Budgeted: \$110,000

Additional Appropriation: \$0

Account Number(s): 124-400-3202-3771 (2021 HSGP Grant Expenditures): \$100,000,

001-400-3202-5204 (General Fund - Suppression Operating Supplies) \$10,000

Waive Formal Bidding Requirements to Purchase FY 2021 State Homeland Security Grant Equipment
August 20, 2024
Page 2 of 3

Revenue:

Amount Budgeted: \$0

Additional Revenue Budget: \$100,000

Account Number(s): 124-300-3202-3771 (2021 HSGP Grant Revenue)

BACKGROUND:

The State Homeland Security Grant Program allocates funding to address the unique equipment, training, organizational, and exercise needs of selected sub-recipients. Allocated grant funding is passed to the City through Los Angeles County via a sub-recipient agreement. A portion of this grant funding has been allocated to fund the City's 2021 State Homeland Security Grant equipment project, a self-contained breathing apparatus (SCBA) air compressor/fill station for the City's Urban Search and Rescue vehicle (US&R). The air compressor/fill station will be installed in the fire department's US&R vehicle, which is a regional resource utilized by Area G and throughout the state of California. The US&R is a Type 1 heavy piece of equipment staffed with trained personnel in high angle rescue, trench rescue, and confined space rescue, among other disciplines.

The grant requires the City to initially expend the funds for the equipment and to seek reimbursement through the grant. El Segundo Municipal Code (ESMC) Chapter 1-7A requires City Council approval for any expenditure of funds over \$50,000.

DISCUSSION:

The performance period for this grant program ends on December 31, 2024. Due to the urgency of procuring, installing, and submitting payment reimbursement requests ahead of the year-end deadline, staff recommends waiving the formal bidding process and directly contracting with Compressed Air Specialties to purchase and install the air compressor/fill station, pursuant to ESMC § 1-7-9(A).

In accordance with the City Council Policy regarding grant submissions:

1. The grant award is made by the U.S. Department of Homeland Security, through the Office of Grants and Training. The grant is administered by the County of Los Angeles.
2. The total amount being requested is: \$110,000.
3. Matching Funds Cost -Share: N/A
4. Source of Matching Funds Cost Share: N/ A

Waive Formal Bidding Requirements to Purchase FY 2021 State Homeland Security Grant Equipment
August 20, 2024
Page 3 of 3

5. The County reimburses approved City grant expenditures.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy B: Provide cost-effective and excellent fire protection and emergency response services.

Strategy C: Protect and prepare the El Segundo Community and staff for any emergency, disaster, or environmental violation.

PREPARED BY:

Vanessa Arias, Senior Management Analyst

REVIEWED BY:

George Avery, Fire Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.15

TITLE:

Acceptance of \$228,375 in Los Angeles County Homeless Outreach Services Teams Grant Funds

RECOMMENDATION:

1. Authorize the acceptance of a \$228,375 grant award from the Los Angeles County Homeless Outreach Services Team grant to reimburse the El Segundo Police Department overtime costs and homeless outreach detail, to be disbursed over three fiscal years (\$76,125 per year).
2. Establish a revenue budget of \$76,125 for FY 2024-25.
3. Authorize an additional appropriation of \$51,125 for a total of \$76,125.00 for FY 2024-25.
4. Alternatively, discuss and take other possible action related to this item.

FISCAL IMPACT:

This program has no fiscal impact as it is 100% reimbursed through the Los Angeles County Homeless Outreach Services Team (HOST) program. \$25,000 was included in the adopted FY 2024-25 budget. The El Segundo Police Department (ESPD) requests an additional appropriation of \$51,125.00 for a total of \$76,125 for FY 2024-25. Additionally, this requires a revenue budget of \$76,125 to be established for FY 2024-25.

The budget break-down is as follows:

Expenditure:

Amount Budgeted: \$25,000

Additional Appropriation: \$51,125

Account Number(s): 125-400-3101-3764 (Grant Fund - LA County Homeless Initiative)

Homeless Outreach Grant

August 20, 2024

Page 2 of 3

Revenue:

Amount Budgeted: \$0

Additional Revenue Budget: \$76,125

Account Number(s): 125-300-3101-3764 (Grant Fund - LA County Homeless Initiative)

The Police Department will appropriate \$76,125 per FY 25-2026 and FY 26-2027 during the budget process.

BACKGROUND:

The Los Angeles County Police Chief's Association and the City of Pomona agreed to provide HOST services funded by the County of Los Angeles (County). HOST's mission is to work collaboratively with public and private partners to assist individuals experiencing homelessness and address problems associated with homeless encampments by working in collaboration with outreach teams, housing providers, mental health and recovery case managers and service providers, to get individuals experiencing homelessness the services they need. Additionally, HOST focuses on forming community partnerships with local leaders, civic groups, faith and community-based organizations to bring about community awareness of services available to assist homeless individuals.

The County will provide one million dollars (\$1,000,000) each fiscal year over four fiscal years, for a total of four million dollars (\$4,000,000), to law enforcement agencies within Los Angeles County who are participating through a signed memorandum of agreement. It should be noted this agreement took effect prior to the end of fiscal year 2023-24, which was considered the first fiscal year. The funding is divided into three regions: South Bay (35%), Southeast (20%), and San Gabriel Valley (45%). The participating agencies in the South Bay will be awarded a total of \$304,500 per fiscal year. The South Bay cities participating in HOST are Redondo Beach, El Segundo, Torrance, and Hawthorne. Each participating city will be awarded \$76,125 per fiscal year.

For the City of El Segundo, the award of \$76,125 per year will be dispersed over three fiscal years beginning July 1, 2024 and ending June 30, 2027 for a total of \$2128,375.

The award will be used to reimburse overtime costs for sworn police officers of ESPD specific to the HOST detail.

DISCUSSION:

Based on a 2024 census, the current homeless population per the Los Angeles Homeless Services Authority is approximately \$75,312. El Segundo has seen an increase in homelessness as well. In order to comprehensively address the homeless population, the City of El Segundo initiated the Proactive Approach to Combatting Homelessness in El Segundo (PATCHES) Program.

Homeless Outreach Grant

August 20, 2024

Page 3 of 3

As part of the City’s proactive approach to effectively address homelessness, ESPD has initiated a HOST detail. Sworn police officers on this detail will conduct outreach throughout the City to all individuals experiencing homelessness and make every attempt to connect them with services. Officers working on this detail will partner with Harbor Interfaith, a local service provider, and the Los Angeles County Department of Mental Health to provide assistance to those in need. The goal of this detail is to significantly decrease the City of El Segundo’s homeless population by connecting those in need with housing and related services. With City Council approval, all costs for this detail, until June 30, 2027, will be reimbursed through the HOST grant provided by the County.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 2: Optimize Community Safety and Preparedness

Strategy A: Comprehensively address the unsheltered homeless population.

PREPARED BY:

Luke Muir, Police Lieutenant

REVIEWED BY:

Saul Rodriguez, Police Chief

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Consent

Item Number: B.16

TITLE:

Waiver of Special Event Permit Fees (75%) for El Segundo AYSO Region 92 Opening Day Parade

RECOMMENDATION:

1. Approve a 75% waiver of special event permit fees for the AYSO Region 92 Opening Day Parade.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The waiver fees for this event would total approximately \$15,342.18.

BACKGROUND:

El Segundo AYSO Region 92, a local non-profit organization, has requested a fee waiver for special event permit fees associated with their First Annual Opening Day Parade. The Parade is scheduled to take place on Saturday, September 7th. The parade will start in the parking lot of the Joslyn Center in Recreation Park then continue eastbound down Main Street. The parade will conclude at Library Park. El Segundo AYSO Region 92's goal is to run an annual event aimed at fostering local youth participation in soccer and promoting community spirit. El Segundo AYSO Region 92 provides invaluable opportunities for our youth in our community to engage in healthy, active lifestyles through soccer. The parade will require the use of city resources, including street closures, police, and other city services.

DISCUSSION:

At the December 19th, 2023 meeting, City Council approved the process for non-profit organizations based in El Segundo to request fee waivers for special events. Based on the attached Fee Waiver Scorecard (Attachment 1), a waiver of 75% of fees is recommended for this event.

Waiver of Special Event Permit Fees (75%) for AYSO Parade

August 20, 2024

Page 2 of 2

CITY STRATEGIC PLAN COMPLIANCE:

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

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

PREPARED BY:

Linnea Palmer, Recreation Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Attachment 1: AYSO FEE WAIVER SCORECARD (FORM)
2. Attachment 2: FEE WAIVER REQUEST (FORM)
3. IRS-AFFIRMATION-LETTER-05-25-20213 (2)
4. AYSO Opening Day Parade Map

CITY OF EL SEGUNDO FEE WAIVER SCORECARD

EVENT NAME & DATE:

Category	Comments	Score
ORGANIZATION INFORMATION <i>This section considers the organization's financial status and the percentage of the organization's funds that are used directly for social programs.</i>		
Type of Organization Resident / El Segundo Non-Profit (10) El Segundo School Org. (8) Non-Resident Non-Profit (6) Resident Commercial (4) Non-Resident Commercial (2) Other (0)		
EVENT/PROGRAM INFORMATION <i>This section considers whether or not the event is a fundraiser. It also considers who the event or program is designed for.</i>		
Fundraising Status Non-fundraising (4) Fundraising for ES Org (3) Fundraising for other (1)		
Target Audience (Defined as the population that the event or program is intended to serve.) El Segundo Residents (4) General Public (3) Exclusive Use (0)		
Cost to Participate Free to attend (2) Fee charged (0)		
CONSIDERATIONS <i>This section considers the perceived benefits and the impacts of the event or program to the residents of the City El Segundo.</i>		
Perceived Community Benefit Mostly Community (5) Considerable Community (4) Balanced (3) Considerably Individual (2) Mostly Individual (0)		
Impact Street Closure (-1) Property Wear & Tear (-1) Sound Impact (-1)		
Other Considerations & Recommendations		
TOTAL SCORE (out of 25)		
Total Amount Requested to be Waived _____		
Total Amount Waived _____		

CITY OF EL SEGUNDO - FEE WAIVER REQUEST FORM

Applicant must complete this form at least 60 days prior to the date of the event.

Applicant must attach a copy of the most recent year's financial statement of the requesting organization.

Name of Organization		Date Submitted	
Organization Address			
Type of Organization	<input type="checkbox"/> Resident Individual/Non Profit (501c # _____) *attach IRS certification <input type="checkbox"/> Non-Resident Non Profit (501c # _____) *attach IRS certification <input type="checkbox"/> Resident Commerical Business <input type="checkbox"/> Non-Resident Commerical Business		
Contact Name, Phone, Email			
Name of Event		Type of Event	
Address/Location of Event			
Event Dates/Times (including set-up & break-down)			
From	Date	____/____/____	Time
To	Date	____/____/____	Time
			____:____ am / pm
			____:____ am / pm
Aniticipated Attendance		Has this event previously been held?	Yes / No
Is there any admission/registration charged?	Yes / No	Were City fees previously waived?	Yes / No

Event Budget

ESTIMATED REVENUE	AMOUNT	ESTIMATED EXPENSES	AMOUNT
Cash Donations		Equipment & Supplies	
Admission/Registration Fees		Advertising	
Vendor Fees		Staff/Security	
Other		Site Services	
TOTAL REVENUE		TOTAL EXPENSES	


Estimated Expenses - City Support Services (to be completed by City Staff)


CITY DEPARTMENT	PERSONNEL	NON-PERSONNEL	TOTAL
Fire Department			
Police Department			
Public Works Department			
Recreation & Parks Department			
Permit Fees (Event, Banner, Sound, Rental)			
Equipment (Tables, Chairs, Canopies)			
Miscellaneous			
TOTAL			

Organization's Financial Summary (to be completed by City Staff)

Salaries / Admin / Advertising	\$	Total Annual Budget	\$
Other Expenses	\$	Direct to Social **	%

** "Direct to Social" represents the percentage of the organization's annual operating budget that is used for social programs.


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AMERICAN YOUTH SOCCER ORGANIZATION
% ANNETTE NASTRI
19750 S VERMONT AVE STE 200
TORRANCE CA 90502-1133

023204

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.


 The IRS address must appear in the window.

BODCD-TE

0752886408

Use for inquiries only

Letter Number: LTR4168C
Letter Date : 2021-06-04
Tax Period : 000000


INTERNAL REVENUE SERVICE
P.O. Box 2508
Cincinnati OH 45201




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AMERICAN YOUTH SOCCER ORGANIZATION
% ANNETTE NASTRI
19750 S VERMONT AVE STE 200
TORRANCE CA 90502-1133

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 The IRS address must appear in the window.

BODCD-TE

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Use for payments

Letter Number: LTR4168C
Letter Date : 2021-06-04
Tax Period : 000000

INTERNAL REVENUE SERVICE
OGDEN UT 84201-0102


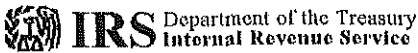


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19750 S VERMONT AVE STE 200
TORRANCE CA 90502-1133

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Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752886408
June 04, 2021 LTR 4168C 0
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00016120
BODC: TE

AMERICAN YOUTH SOCCER ORGANIZATION
% ANNETTE NASTRI
19750 S VERMONT AVE STE 200
TORRANCE CA 90502-1133

Employer ID number: 95-6205398
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 25, 2021, about your tax-exempt status.

We issued you a determination letter in February 1968, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

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AMERICAN YOUTH SOCCER ORGANIZATION
% ANNETTE NASTRI
19750 S VERMONT AVE STE 200
TORRANCE CA 90502-1133

time).

Thank you for your cooperation.

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3

Microphone
+ Speaker
Setup

Coffee &
Pastries



Parade
End

Parade
Staging

Parade
Start



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Staff Presentations

Item Number: D.17

TITLE:

Revised Classification Specifications and Resolution Establishing Basic Salary Ranges for Recreation Leader, Senior Recreation Leader, and Recreation Specialist; and Elimination of Recreation Assistant Classification

RECOMMENDATION:

1. Approve the revised classification specifications for the Recreation Leader, Senior Recreation Leader, and Recreation Specialist positions.
2. Adopt a resolution establishing the basic salary ranges for the Recreation Leader, Senior Recreation Leader, and Recreation Specialist job classifications.
3. Eliminate the Recreation Assistant classification.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The annual fiscal impact of adopting the recommended salary ranges is dependent on the City's ability to hire staff to work all projected budgeted hours. Assuming all budgeted hours are worked, the total annual maximum fiscal impact is approximately \$144,387. The total includes the following: Recreation Leader: \$114,717, Senior Recreation Leader: \$18,758, and Recreation Specialist: \$10,912.

The staff is requesting additional appropriations from General Fund Reserves for the various accounts:

001-400-5201-Recreation Operations: \$118,693
001-400-5203-Recreation Cultural Arts: \$3,275
001-400-5204-Recreation Sports: \$16,624
001-400-5205-Recreation Teen Center: \$1,334
001-400-5206-Recreation Joslyn Center: \$1,680
001-400-5213-Wiseburn Aquatics Center: \$2,777

Adoption of Class Specifications and Basic Salary Ranges

August 20, 2024

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BACKGROUND:

Salaries for the Recreation Leader, Senior Recreation Leader, and Recreation Specialist were last adjusted by Resolution No. 5243 on December 17, 2020. There are currently 101 employees working in these part-time positions that support our recreation operations, programming, fields, and facilities.

DISCUSSION:

The Human Resources Department is committed to improving and enhancing recruitment, selection, and retention initiatives with best practices. Attracting candidates and retaining staff are essential to providing uninterrupted service for the City's recreation programs.

There are four classifications in the part-time Recreation series: Recreation Assistant, Recreation Leader, Senior Recreation Leader, and Recreation Specialist. The Recreation Assistant position performs the same or similar duties to the Recreation Leader with no definitive requirement of education, training or experience, only that "any combination or training and experience which may provide relevant knowledge, ability and skill preferred." This classification has not been occupied since 2021.

The Recreation Leader requires a combination of experience and education that would likely provide the required knowledge and skills that may be qualifying. A typical way to obtain the knowledge and skills would be one (1) year of experience in customer service, community service, childcare, babysitting, working with seniors, coaching or playing a sport, and/or volunteer work in a related field along with education equivalent to the completion of high school. A candidate interested in working in Recreation could easily qualify for either the Recreation Assistant or the Recreation Leader with such similar typical requirements. These two entry-level positions in the classification series tend to have the lowest tenure. Employees would have an even shorter tenure in each classification as they move through the series, performing very similar tasks with a slight distinction in level of responsibilities. For these reasons, staff recommends removing the Recreation Assistant position from the City's classification structure.

With the elimination of the Recreation Assistant, the Recreation Leader becomes the entry-level classification in the series, Senior Recreation Leader remains the journey-level, and Recreation Specialist remains the advanced journey-level. A comprehensive review and update of the Recreation Leader, Senior Recreation Leader, and Recreation Specialist classification specifications was completed. Redline and clean versions of the revised classification specifications are attached to this report.

Recreation part-time position salaries have not been adjusted since December 2020, while the California minimum wage has continued to increase. The first and second salary steps of the Recreation Leader classification fall below the current minimum

Adoption of Class Specifications and Basic Salary Ranges

August 20, 2024

Page 3 of 5

wage of \$16 per hour and cannot be utilized. New employees are hired at the current step C which is \$16.54 per hour. This creates salary compaction with the Senior Recreation Leader position as step A is \$16 per hour. To ensure that the higher-level position is compensated at a rate that is above the entry-level, Senior Recreation Leaders are hired at step C which is \$17.64. This essentially removes the first two salary steps from use when hiring for Senior Recreation Leader.

A salary survey was conducted of established comparison agencies which include Culver City, Gardena, Hawthorne, Inglewood, Manhattan Beach, Redondo Beach, Santa Monica, and Torrance. The survey revealed that City of Inglewood has both full-time and part-time positions in their Recreation classification series of Recreation Leader I, Recreation Leader II, and Senior Recreation Leader. These positions are compensated at a rate that is significantly higher than the comparable classifications in other agencies. Including Inglewood, El Segundo positions were compared to the mean (average) of the entry-level salary step and the top salary step. The Recreation Leader is compensated 1% below the mean for the entry salary and 4% below the top salary step; Senior Recreation Leader is 12% below at the entry and 6% below at the top salary step; Recreation Specialist is 15% below at the entry and 8% below at the top salary step.

Another factor to consider when measuring these part-time positions in the market is the number of salary steps. Comparable positions varied, ranging from three (3) to five (5). El Segundo Recreation positions have six (6) steps. Employees can progress through the salary range with a merit increase on an annual basis, which means that an employee hired at step A would reach the top of the salary range in five (5) years. These part-time positions are generally occupied on a seasonal or short-term basis with the shortest tenure in the Recreation Leader position and the longest in the Recreation Specialist. Staff recommends the compression of salaries from a six-step (6) range to a five-step (5) range as it is likely that the top step will not be attained before vacating the position.

El Segundo salary ranges are currently established with a five-percent (5%) differential between steps, but there are no overlapping identical steps. When an employee is appointed to a higher level position, it is customary to place them at a salary step that is at least five percent (5%) higher than their current salary. Without the directly overlapping salary steps, employees are placed at a significantly higher rate in the new position. Staff recommends restructuring the salary ranges so that step C of the Recreation Leader is step A of the Senior Recreation Leader and step C of the Senior Recreation Leader is step A of the Recreation Specialist while still maintaining a five percent (5%) differential between steps as illustrated in the table below:

Salary Step	Recreation Leader	Senior Recreation Leader	Recreation Specialist
A	\$16.54	\$18.23	\$20.10
B	\$17.36	\$19.14	\$21.11

Adoption of Class Specifications and Basic Salary Ranges

August 20, 2024

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C	\$18.23	\$20.10	\$22.16
D	\$19.14	\$21.11	\$23.27
E	\$20.10	\$22.16	\$24.43

Placement of the salaries at the proposed rates above places the Recreation Leader at 1% below mean at the entry salary step and .32% above the mean at the top salary step; Senior Recreation Leader moves to .44% above the mean at entry and 2.29% at top step salary; Recreation Specialist is 6% below at entry and 3% below at top step salary. The Recreation Specialist data is impacted by the high salary at Inglewood, which is \$4 per hour above the highest comparable. As noted earlier, Inglewood uses the classification in both part-time and full-time capacities. This comprehensive review of the part-time Recreation classification series will provide greater clarity in job duties for incumbents, while the restructuring of the compensation will repair the erosion of the salary ranges due to minimum wage increases and the nearly four-year time period without a salary review for market competitiveness.

Upon approval of the revised classification specifications and proposed salary ranges, Human Resources will with Finance to implement the new salary steps to be effective the next first full pay period. We will also reopen recruitments for each of these positions with the new classification specifications and salary ranges.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Recreation Leader Classification Specification- Clean Copy
2. Recreation Leader Classification Specification- Redline
3. Senior Recreation Leader Classification Specification- Clean Copy
4. Senior Recreation Leader Classification Specification- Redline
5. Recreation Specialist Classification Specification- Clean Copy
6. Recreation Specialist Classification Specification- Redline

Adoption of Class Specifications and Basic Salary Ranges

August 20, 2024

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7. Resolution Establishing Basic Salary Ranges

RECREATION LEADER

DEFINITION: To assist in organizing and conducting a variety of recreational, cultural and community programs and activities for participants in support of one or more of the following areas adult and youth sports, after school and camp programs and aquatics, special events, contract classes, senior services, and recreational facilities maintenance and operations. This is a part-time, at-will position exempt from the classified service.

SUPERVISION RECEIVED AND EXERCISED: Receives direct supervision from a full-time Recreation Coordinator, Recreation Supervisor or part-time Recreation Specialist.

DISTINGUISHING CHARACTERISTICS: The Recreation Leader is the entry-level classification in the part-time series of Recreation Leader, Senior Recreation Leader, and Recreation Specialist.

ESSENTIAL JOB FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below to address business needs and changing business practices:

Assists in organizing, conducting and monitoring free play and team activities for youth and adults;

Officiates and instructs in games such as basketball, softball, football, baseball, volleyball, track and field;

Instructs fundamentals of play and sports conduct in recreational activities;

Organizes and conducts non-athletic events and programs including contests, special activity days, tournaments, and holiday programs;

Instructs and supervises in arts and crafts, singing and other various activities offered. Collects and accounts for money received for programs as well as keeps records and prepares reports;

Opens and closes facilities; Monitors scheduled facility classes and/or registrations; Inspects facilities for safety and promptly reports any issues to the supervisor; Assists in maintaining recreational facilities by performing light custodial maintenance, as needed;

Displays courteous and professional behavior and customer service toward all patrons, contract instructors, other employees and supervisors;

Responds promptly and courteously to inquiries from the public, outside agencies and employees; Answers phone calls and assist in-person customers regarding general inquiries, requests and

City of El Segundo
Recreation Leader
Job Class Code:

reservations;

Effectively communicates verbally to supervisor, staff and participants;

Sets up and breaks down of sports facilities and programs;

Processes class and program registrations using computer software;

Coordinates and updates the bulletin boards, display cases and other promotional signage at various city and recreation facilities and parks;

Processes Recreation ID Card purchases;

Enforces park and facility rules;

Attending staff trainings as required;

Regularly and predictably attending work; and

Performs other duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Basic objectives, methods, and techniques of recreational activities for youth and adults;

Effective instructional techniques; and

Policies, rules, and regulations governing the conduct and safety of persons using the recreational facilities and equipment

Skill in:

Assisting in the development, coordinating, and directing varied activities involved in a community recreation program;

Monitoring games, crafts, and team activities;

Interpreting recreation programs and policies for the public in support of departmental policies;

Inspecting the maintenance of facilities and equipment used in recreation programs to ensure their adequacy and safety;

Communicating effectively with the public and co-workers;

Appearing for work on time;

City of El Segundo
Recreation Leader
Job Class Code:

Regularly and predictably attending work;

Following directions from a supervisor;

Understanding posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with department staff, participants, instructors, other City employees and the public.

This position may be required to work weekends, evenings, and holidays.

QUALIFICATIONS:

A combination of experience and education that would likely provide the required knowledge and skills may be qualifying. A typical way to obtain the knowledge and skills would be:

Experience: Six (6) months of experience in customer service, community service, childcare, babysitting, working with seniors, coaching or playing a sport, and/or volunteer work in a related field.

Education: Equivalent to the completion of tenth (10th) grade.

Licensing/Certificates:

Ability to provide a Work Permit as required.

Within six months of hire, obtain First Aid, CPR and AED Certification through American Red Cross.

Some positions in this class may require possession of a valid California driver's license in order to carry out essential job functions.

Working Conditions:

Regularly exposed to weather conditions.

Regularly required to lift and/or carry heavy objects up to 50 pounds.

Disaster Service Worker:

In accordance with Government Code Section 3100, City of El Segundo employees in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

City of El Segundo
Recreation Leader
Job Class Code:

Unrepresented Part-time (At-Will)
Revision Date: August 20, 2024

RECREATION LEADER

DEFINITION: ~~This is a part-time, at-will position exempt from the classified service. Under moderate supervision, the Recreation Leader assist in organizinges and, conductings and supervises a variety of recreational, cultural and community programs and activities for participants in support of one or more of the following areas; adult and youth sports, after school and camp programs and aquatics, special events, contract classes, senior services, and recreational facilities maintenance and operations. This is a part-time, at-will position exempt from the classified service.~~

SUPERVISION RECEIVED AND EXERCISED: ~~performs related duties as required. This classification is further distinguished from Senior Recreation Leader in that it does not supervise staff groups but Receives direct supervision from full-time Recreation Coordinator, Recreation Supervisor or part-time Recreation Specialist. may provide direction to Recreation Assistants and volunteers.~~

DISTINGUISHING CHARACTERISTICS: ~~The Recreation Leader is the entry-level classification in the part-time series of Recreation Leader, Senior Recreation Leader, and Recreation Specialist.~~

ESSENTIAL JOB FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

~~The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below to address business needs and changing business practices:~~

~~Assists in Organizinges, conductings and monitoring supervises free play and team activities for youth children and adults;~~

Officiates and instructs in games such as basketball, softball, football, baseball, volleyball, track and field;

Instructs fundamentals of play and sports conduct in recreational activities;

Organizes and conducts non-athletic events and programs including contests, special activity days, tournaments, and holiday programs;

Instructs and supervises in arts and crafts, singing and other various activities offered. Collects and accounts for money received for programs as well as keeps records and prepares reports;

~~Monitors all activities to ensure safety of participants;~~

City of El Segundo
Recreation Leader
Job Class Code:

Opens and closes facilities; Monitors scheduled facility classes and/or registrations; Inspects facilities for safety and promptly reports any issues to the supervisor; Assists in maintaining recreational facilities by performing light custodial maintenance, as if-needed;

Displays courteous and professional behavior and customer service toward all patrons, contract instructors, other employees and supervisors;

Responds promptly and courteously to inquiries from the public, outside agencies and employees;

Answers phone calls and assist in-person customers regarding general inquiries, requests and reservations;

Effectively communicates verbally to supervisor, staff and participants;

Sets up and breaks down of sports facilities and programs;

Processeses class and program registrations using computer software;

~~Handles daily onsite monitoring and inspection of scheduled facility classes and/or registrations;~~

Coordinates and updates the bulletin boards, display cases and other promotional signage at various city and recreation facilities and parks;

Processes Recreation ID Card purchases;~~at various recreation facilities. Effectively communicate verbally to coordinator~~

~~Responsible for enforcing~~Enforces park and facility rules;~~and~~

Attends staff trainings as required;

Regularly and predictably attends work; and

Performs other duties as assigned.

QUALIFICATIONS:

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

~~Recreation planning and administration; and~~

~~Basic Knowledge~~ objectives, methods, and techniques of recreational activities for needs of senior citizens, adults, teens, youth and adultschildren;

Effective instructional techniques;

City of El Segundo
Recreation Leader
Job Class Code:

Policies, rules, and regulations governing the conduct and safety of persons using the recreational facilities and equipment.

Skill in Ability to:

Assisting in the Development, coordinating, and directing varied activities involved in a community recreation program;

~~Supervise and monitor~~ Monitoring games, ~~and~~ crafts, and team activities;

~~establish and maintain effective working relationships with employees, supervisors, participants, instructors and the general public;~~

~~Monitor the work of Recreation Assistant staff and volunteers;~~

Interpreting recreation programs and policies for the public in support of departmental policies;

Inspecting the maintenance of facilities and equipment used in recreation programs to ensure their adequacy and safety;

~~Assist with Citywide special events;~~

~~Assist with the maintenance of recreational facilities, as needed;~~

Communicating effectively with the public and co-workers;

Appearing for work on time;

Regularly and predictably attending work;

Following directions from a supervisor;

Understanding posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with ~~other~~ department staff, participants, instructors, other City employees and the public.

This position may be required to work weekends, evenings, and holidays.

MINIMUM QUALIFICATIONS:

A combination of experience and education that would likely provide the required knowledge and skills may be qualifying. A typical way to obtain the knowledge and skills would be:

Experience: ~~One (1) year~~ Six (6) months of experience in customer service, community service, childcare, babysitting, working with seniors, coaching or playing a sport, and/or volunteer work in

City of El Segundo
Recreation Leader
Job Class Code:

a related field.

Education: - Equivalent to ~~graduation from high school~~ the completion of tenth (10th) grade.

Licensing/Certificates ion Requirements:

Ability to provide a Work Permit as required.

Within six months of hire, obtain First Aid, CPR and AED Certification through American Red Cross.

Some positions in this class may require possession of a valid California driver's license in order to carry out essential job functions.

Working Conditions:

Regularly exposed to weather conditions.

Regularly required to lift and/or carry heavy objects up to 50 pounds.

Disaster Service Worker:

In accordance with Government Code Section 3100, City of El Segundo employees in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Part-time (At-Will)
Revision Date: August 20, 2024

SENIOR RECREATION LEADER

DEFINITION: To coordinate, organize, and conduct a variety of recreational, cultural, and community programs for participants in support of one or more of the following areas adult and youth sports, after school and camp programs and aquatics, special events, contract classes, senior services, and recreational facilities maintenance and operations. This is a part-time, at-will position exempt from the classified service.

SUPERVISION RECEIVED AND EXERCISED: Receives direct supervision from full-time Recreation Coordinator, Recreation Supervisor or part-time Recreation Specialist. Provides technical direction to Recreation Leaders or volunteers.

DISTINGUISHING CHARACTERISTICS: The Senior Recreation Leader is the journey-level classification in the part-time series of Recreation Leader, Senior Recreation Leader, and Recreation Specialist.

ESSENTIAL JOB FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills, and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below to address business needs and changing business practices:

Assists Recreation Coordinator and Recreation Supervisor with the coordination and implementation of recreational, cultural and special event programs; Provides staff support on the day of special events;

Handles daily cash, credit card and check transactions, and daily cash drawer reconciliation
Completes daily drop log and accounting log;

Assists with the preparation and operation of program areas assigned including ordering office or program supplies;

Provides a high level of customer service by displaying courteous and professional behavior toward all patrons, contract instructors, other employees, and supervisors;

Responds promptly and courteously to inquiries from the public, outside agencies, and employees;

Answers phone calls and assists in-person customers regarding general questions, facility reservations and class registration;

Ensures the safety of all Park patrons and visitors daily through effective supervision and the enforcement of Park Rules, Department Policy and City Municipal Code;

City of El Segundo
Senior Recreation Leader
Job Class Code:

Assists in maintaining recreational facilities by performing light custodial maintenance as needed;
Monitors and reports maintenance needs at parks and facilities, including vandalism and graffiti
Informs Recreation Coordinator and/or Recreation Supervisor of any safety issues or concerns;
Timely prepares Incident/Accident Reports as required;

Opens and closes City Recreation facilities;

Assists Contract Instructors with the daily needs of each program, including room set-up, equipment needs, and printing rosters;

Assists with coordinating and scheduling field, facility, and picnic reservations;

Assists with training new front desk and recreation staff, staff scheduling and shift coverage, as needed;

Participates in regularly scheduled staff meetings with supervisor to report all operational updates, challenges, and occurrences;

Ensures that all fields and facilities are opened when appropriate and locked and secured at end of the day; Assists with the setup and break-down of sports facilities and programs; properly secures related equipment;

Processes class and program registrations using computer software;

Coordinates and updates display cases, bulletin boards and posting of other promotional signage at various recreation facilities;

Processes Recreation ID card purchases;

Enforces and carries out all applicable rules and regulations;

Attends staff trainings as required;

Regularly and predictably attends work; and

Performs other duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Recreation planning and administration;

Knowledge of recreational needs of senior citizens, adults, teens, youth and children;

City of El Segundo
Senior Recreation Leader
Job Class Code:

Effective instructional techniques;

Basic principles of supervision; and

Policies, rules, and regulations governing the conduct and safety of persons using the recreational facilities and equipment.

Skill in:

Developing, coordinating, and directing varied activities involved in a community recreation program;

Monitoring the work of part-time staff and volunteers;

Communicating effectively, both orally and in writing;

Appearing for work on time;

Regularly and predictably attend work;

Following directions from a supervisor;

Understanding posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with department staff, participants, instructors, other City employees and the public.

This position may be required to work weekends and holidays.

QUALIFICATIONS:

A combination of experience and education that would likely provide the required knowledge and skills may be qualifying. A typical way to obtain the knowledge and skills would be:

Experience: Two (2) years of work experience in recreation, childcare, facilities set-up and operations, working with seniors, coaching or playing a sport, and/or volunteer work is required. Experience working in municipal recreation is desirable.

Education: Equivalent to completion of high school. Completion of some college coursework is desirable.

Licensing/Certificates:

Within six months of hire, obtain First Aid, CPR and AED Certification through American Red Cross.

City of El Segundo
Senior Recreation Leader
Job Class Code:

Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

Working Conditions:

Regularly exposed to weather conditions.

Regularly required to lift and/or carry heavy objects up to 50 pounds.

Disaster Service Worker:

In accordance with Government Code Section 3100, City of El Segundo employees in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Part-time (At-Will)
Revision Date: August 20, 2024

SENIOR RECREATION LEADER

DEFINITION: ~~This is a part-time, at-will position exempt from the classified service. Under moderate supervision, To provides direction, coordinat~~nges, organizes, and conducts a variety or recreational, cultural, and community ~~services~~ programs, including, but not limited to, day camps, youth, cultural events, fitness activities, and special events for participants in support of one or more of the following areas adult and youth sports, after school and camp programs and aquatics, special events, contract classes, senior services, and recreational facilities maintenance and operations.- This is a part-time, at-will position exempt from the classified service.

SUPERVISION RECEIVED AND EXERCISED: Receives direct supervision from full-time Recreation Coordinator, Recreation Supervisor or part-time Recreation Specialist. Provides technical direction to Recreation Leaders or volunteers.

DISTINGUISHING CHARACTERISTICS: The Senior Recreation Leader is the journey-level classification in the part-time series of Recreation Leader, Senior Recreation Leader, and Recreation Specialist.

ESSENTIAL JOB FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills, and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below to address business needs and changing business practices:

Assists Recreation Coordinator and Recreation Supervisor/Coordinator with the coordination and implementation of recreational, cultural and special event programs; Provides staff support on the day of special events;

~~Answers phone calls and assists in-person customers regarding general questions, facility reservations and class registration;~~

~~Processes class and program registrations using computer software;~~

Handles daily cash, credit card and check transactions, and daily cash drawer reconciliation;
Completes daily drop log and accounting log;

~~Assists with special event preparations and works the day of the event if assigned;~~

Assists with the preparation and operation of program areas assigned including ordering office or program supplies;

~~Processes Recreation ID card purchases;~~

City of El Segundo
Senior Recreation Leader
Job Class Code:

Provides a high level of customer service by displaying courteous and professional behavior toward all patrons, contract instructors, other employees, and supervisors;

Responds promptly and courteously to inquiries from the public, outside agencies, and employees;

Answers phone calls and assists in-person customers regarding general questions, facility reservations and class registration;

Ensures the safety of all Park patrons and visitors daily through effective supervision and the enforcement of Park Rules, Department Policy and City Municipal Code;

Assists in maintaining recreational with general facilities by performing lighty custodial maintenance and upkeep as needed; Monitors and reports maintenance needs at parks and facilities, including vandalism and graffiti; Informs Recreation coordinator—Coordinator and/or Recreation supervisor—Supervisor of any safety issues or concerns; Ensures that Timely prepares Incident/Accident Reports as a required re properly completed and submitted timely;

Monitors and maintains a clean and safe work environment, department equipment and supplies; Opens and closes City Recreation facilities;

Assists Contract Instructors with the daily needs of each program, including room set-up, equipment needs, and printing rosters;

Assists with coordinating and scheduling field, facility, and picnic reservations;

Assists with training new front desk and recreation staff, staff scheduling and shift coverage, as needed;

~~Coordinates and updates display cases, bulletin boards and posting of other promotional signage at various recreation facilities;~~

Participates in regularly scheduled staff meetings with supervisor to report all operational updates, challenges, and occurrences;

~~Schedules and dispatches Shuttle Drivers for various transit operations;~~

~~Assists Supervisor/Coordinator with the coordination and implementation of recreation programs;~~

~~Ensures the safety of all Park patrons and visitors daily through effective supervision and the enforcement of Park Rules, Department Policy and City Municipal Code;~~

~~Ensures that Incident/Accident Reports are properly completed and submitted timely;~~

~~Monitors and reports maintenance needs at parks and facilities, including vandalism and graffiti;~~

~~Ensures that all Park flags are taken down nightly and secured properly;~~

City of El Segundo
Senior Recreation Leader
Job Class Code:

Ensures that all fields and facilities are opened when appropriate and locked and secured at end of the day; ~~Ensures that all Park flags are taken down nightly and secured properly;~~

Assists with the setup and break-down of sports facilities and programs; properly secures related equipment;

~~Provides a high level of customer service by displaying courteous and professional behavior toward all patrons, contract instructors, other employees, and supervisors;~~

~~Enforces and carries out all applicable rules and regulations;~~

~~Responds promptly and courteously to inquiries from the public, outside agencies, and employees; and~~

Processes class and program registrations using computer software;

Coordinates and updates display cases, bulletin boards and posting of other promotional signage at various recreation facilities;

Processes Recreation ID card purchases;

Enforces and carries out all applicable rules and regulations;

Attends staff trainings as required;

Regularly and predictably attends work; and

Performs other duties as assigned.

Qualifications:

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Recreation planning and administration;

Knowledge of recreational needs of senior citizens, adults, teens, youth and children;

Effective instructional techniques;

Basic principles of supervision;

Policies, rules, and regulations governing the conduct and safety of persons using the recreational facilities and equipment.

City of El Segundo
Senior Recreation Leader
Job Class Code:

Skill in Ability to:

Developing, coordinating, and directing varied activities involved in a community recreation program;

Monitoring the work of part-time Recreation Assistant, Recreation Leader staff and volunteers;

~~Effectively communicate~~ Communicating effectively, both orally and in writing;

Appearing for work on time;

Regularly and predictably attend work;

Following directions from a supervisor;

Understanding posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with ~~other~~ department staff, participants, instructors, other City employees and the public.

This position may be required to work weekends and holidays.

MINIMUM QUALIFICATIONS:

A combination of experience and education that would likely provide the required knowledge and skills may be qualifying. A typical way to obtain the knowledge and skills would be:

Experience: Two (2) years of work experience in recreation, childcare, facilities set-up and operations, working with seniors, coaching or playing a sport, and/or volunteer work is required. ~~Experience working preferably~~ in municipal recreation is desirable.

Education: Equivalent to completion of high school. ~~supplemented by~~ Completion of some college coursework is desirable.

Licensing/Certificates ion Requirements:

Within six months of hire, obtain First Aid, CPR and AED Certification through American Red Cross.

Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

Working Conditions:

Regularly exposed to weather conditions.

Regularly required to lift and/or carry heavy objects up to 50 pounds.

City of El Segundo
Senior Recreation Leader
Job Class Code:

Disaster Service Worker:

In accordance with Government Code Section 3100, City of El Segundo employees in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

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Unrepresented Part-time (At-Will)
Revision Date: August 20, 2024

RECREATION SPECIALIST

DEFINITION: To coordinate a specialized activity within a recreational program such as adult and youth sports, after school and camp programs, special events, contract classes, senior services, and recreational facilities maintenance and operations. This is a part-time, at-will position exempt from the classified service.

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Recreation Coordinator and Recreation Supervisor. Provides technical direction and functional supervision of other part-time staff including Recreation Leaders, Senior Recreation Leaders, and volunteers.

DISTINGUISHING CHARACTERISTICS: The Recreation Specialist is the advanced-journey level classification in the part-time series of Recreation Leader, Senior Recreation Leader, and Recreation Specialist. It is distinguished from the Senior Recreation Leader by the higher level of responsibility and oversight of a broader range of recreation, cultural, community activities and special events.

ESSENTIAL JOB FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills, and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

The following essential functions are typical for this classification. Incumbents may not perform all the listed functions and/or may be required to perform additional or different functions from those below, to address business needs or changing business practices:

Plans, organizes, and conducts various recreational, and cultural activities, events, and programs for all ages including the development and organization of new programs, classes, and camps and related materials;

Leads, trains and evaluates work of assigned part-time staff and volunteers; Assists with staff scheduling and shift coverage; Assists with special event preparations and work the day of the event as assigned;

Opens and closes facilities; Ensures the safety of all patrons and visitors in recreational programs and facilities; Monitors and maintains a clean and safe work environment, assists with general facility operations and upkeep;

Enforces rules, Department Policy, and the City Municipal Code, as necessary; responds and prepares reports related to potential hazardous situations and accidents;

Displays courteous and professional behavior toward all internal and external customers;

Monitors program compliance with laws, rules, and regulations;

City of El Segundo
Recreation Specialist
Job Class Code:

Develops and/or monitors program budget and expenses to ensure proper resource allocation;

Regularly required to work evenings, weekends, holidays, and Special Events;

Regularly and predictably attends work; and

Performs related duties as assigned.

In addition to the essential duties listed above, assignments below include the following:

Checkout Building:

- Manages front desk operations at the Checkout Building including answering phones, processing registrations, taking payments, interacting with the public, record keeping and other administrative duties;
- Utilizes various software to manage reservations and scheduling for park, facility, field, and sports court reservations; and
- Provides youth sports programming support including conducting meetings and interacting with community groups.

Marketing:

- Utilizes graphic design software such as Canva, InDesign, etc. to prepare department marketing material including print, web, and other media;
- Prepares the City's quarterly brochure;
- Updates the Department's website and social media channels;
- Stays abreast of current marketing technologies and trends; and
- Demonstrates excellent project management skills, including strong attention to detail.

Tiny Tot Camp:

- Under direction, coordinates Tiny Tot Camps including programming, scheduling, record keeping, reporting, and interacting with parents;
- Serves as the lead staff at the City's Tiny Tot camp for ages 3-5 during El Segundo Unified School District (ESUSD) winter break (2 weeks), spring break (1 week), and summer break (9 weeks); and
- Must be available to work camp hours Monday through Friday during all ESUSD winter, spring, and summer breaks.

Clubhouse:

- Provides customer service, reporting, and administrative tasks; and
- Under direction, assists with the development and implementation of staff led recreation classes of the El Segundo Youth Drama program, including related scheduling, recruiting, and reporting.

Farmer's Market:

- Under direction, manages weekly Farmer's market including scheduling staff, securing new vendors for fresh and pre-packaged produce and crafts; maintains all required vendor paperwork;
- Conducts meetings and interacts with community groups; and
- Ensures compliance with the County of Los Angeles, City, and other regulations.

City of El Segundo
Recreation Specialist
Job Class Code:

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Principles and practices of recreational activity, planning and administration;

Basic principles and practices of supervision, training, and personnel management;

Methods, equipment, and terminology in the recreation specialty;

Knowledge of recreational needs of senior citizens, adults, teens, youth, and children; and

Policies, rules, and regulations governing the conduct and safety of persons using the recreational facilities and equipment.

Skill in:

Providing technical direction and functional supervision of other part-time staff including Recreation Leaders, Senior Recreation Leaders, and volunteers;

Effectively communicating both orally and in writing including delivering informative, engaging, and compelling communications;

Taking initiative and following through on assigned tasks in area of responsibility;

Appearing for work on time;

Regularly and predictably attending work;

Following directions from a supervisor;

Understanding posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with other department staff, other City employees and the public.

QUALIFICATIONS:

A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Three (3) years of work experience in recreation, childcare, facilities set-up and operations, working with seniors, coaching or playing a sport, and/or volunteer work is required. Experience working in municipal recreation is desirable.

City of El Segundo
Recreation Specialist
Job Class Code:

Education: A combination of training and experience equivalent to completion of Associate of Arts degree from an accredited college or university including specialized training in a particular field of recreation activity.

Licensing/Certificates:

Within six months of hire, obtain First Aid, CPR and AED Certifications through American Red Cross.

Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

Working Conditions:

Regularly exposed to weather conditions.

Regularly required to lift and/or carry heavy objects up to 50 pounds.

Disaster Service Worker:

In accordance with Government Code Section 3100, City of El Segundo employees in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Part-time (At-Will)
Revision Date: August 20, 2024

RECREATION SPECIALIST

DEFINITION: To coordinate a specialized activity within a recreational program such as adult and youth sports, after school and camp programs ~~and aquatics~~, special events, contract classes, senior services, and recreational facilities maintenance and operations. ~~The Recreation Specialist is distinguished from the Senior Recreation Leader based on its responsibility for a broader range of recreation activities and services.~~ This is a part-time, at-will position exempt from the classified service.

SUPERVISION RECEIVED AND EXERCISED: Receives general supervision from the Recreation Coordinator and Recreation Supervisor. Provides technical direction and functional supervision of other part-time staff including Recreation Leaders, Senior Recreation Leaders, and volunteers.

DISTINGUISHING CHARACTERISTICS: ~~The Recreation Specialist is the advanced-journey level classification in the part-time series of Recreation Leader, Senior Recreation Leader, and Recreation Specialist. It is distinguished from the Senior Recreation Leader by the higher level of based on its responsibility and oversight of for a broader range of recreation, cultural, community activities and special events services.~~

ESSENTIAL JOB FUNCTIONS:

Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills, and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

~~Positions in this classification typically perform a full range of duties represented at a complexity represented by the following types of responsibilities below. The following essential functions are typical for this classification.~~ Incumbents may not perform all the listed functions and/or may be required to perform additional or different functions from those below, to address business needs or changing business practices:

Plans, organizes, and conducts various recreational, and cultural activities, events, and programs for all ages including the development and organization of new programs, classes, and camps and related materials;

Leads, trains and evaluates work of assigned part-time staff and volunteers; Assists with staff scheduling and shift coverage; Assists with special event preparations and work the day of the event as assigned;

Opens and closes facilities: Ensures the safety of all patrons and visitors in recreational programs and facilities; Monitors and maintains a clean and safe work environment, assists with general facility operations and upkeep;

Enforces rules, Department Policy, and the City Municipal Code, as necessary; responds and prepares reports related to potential hazardous situations and accidents;

City of El Segundo
Recreation Specialist
Job Class Code:

Displays courteous and professional behavior toward all internal and external customers;

Monitors program compliance with laws, rules, and regulations;

Develops and/or monitors program budget and expenses to ensure proper resource allocation;

Regularly required to work evenings, weekends, ~~and~~ holidays, and Special Events;

Regularly and predictably attends work; and

Performs related duties as assigned.

In addition to the essential duties listed above, assignments below include the following:

Checkout Building:

- Manages front desk operations at the Checkout Building including answering phones, processing registrations, taking payments, interacting with the public, record keeping and other administrative duties;
- Utilizes various software to manage reservations and scheduling for park, facility, field, and sports court reservations; and
- Provides youth sports programming support including conducting meetings and interacting with community groups.

Marketing:

- Utilizes graphic design software such as Canva, InDesign, etc. to prepare department marketing material including print, web, and other media;
- Prepares the City's quarterly brochure;
- Updates the Department's website and social media channels;
- Stays abreast of current marketing technologies and trends; and
- Demonstrates excellent project management skills, including strong attention to detail.

Tiny Tot Camp:

- Under direction, coordinates Tiny Tot Camps including programming, scheduling, record keeping, reporting, and interacting with parents;
- Serves as the lead staff at the City's Tiny Tot camp for ages 3-5 during El Segundo Unified School District (ESUSD) winter break (2 weeks), spring break (1 week), and summer break (9 weeks); and
- Must be available to work camp hours Monday through Friday during all ESUSD winter, spring, and summer breaks.

Clubhouse:

- Provides customer service, reporting, and administrative tasks; and
- Under direction, assists with the development and implementation of staff led recreation classes of the El Segundo Youth Drama program, including related scheduling, recruiting, and reporting.

Farmer's Market:

- Under direction, manages weekly Farmer's market including scheduling staff, securing new vendors for fresh and pre-packaged produce and crafts; maintains all required vendor paperwork;

City of El Segundo
Recreation Specialist
Job Class Code:

- Conducts meetings and interacts with community groups; and
- Ensures compliance with the County of Los Angeles, City, and other regulations.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Principles and practices of recreational activity, planning and administration;

Basic principles and practices of supervision, training, and personnel management;

Methods, equipment, and terminology in the recreation specialty;

Knowledge of recreational needs of senior citizens, adults, teens, youth, and children;

Policies, rules, and regulations governing the conduct and safety of persons using the recreational facilities and equipment.

Skill in:

Providing technical direction and functional supervision of other part-time staff including Recreation Leaders, Senior Recreation Leaders, and volunteers;

Effectively communicating both orally and in writing including delivering informative, engaging, and compelling communications;

Taking initiative and following through on assigned tasks in area of responsibility;

Appearing for work on time;

Regularly and predictably attending work;

Following directions from a supervisor;

Understanding posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with other department staff, other City employees and the public.

QUALIFICATIONS:

A combination of experience and training that would likely provide the required knowledge, skills and abilities may be qualifying. A typical way to obtain the knowledge and abilities would be:

City of El Segundo
Recreation Specialist
Job Class Code:

Experience: Three ~~(3) or more~~ years of work experience ~~as an instructor or leader specific to the program or area assigned. in recreation, childcare, facilities set-up and operations, working with seniors, coaching or playing a sport, and/or volunteer work is required. Experience working in municipal recreation is desirable.~~

-
Education: A combination of training and experience equivalent to completion of Associate of Arts ~~or higher college~~ degree from an accredited college or university with including specialized training in a particular field of recreation activity.

Licensing/Certificates:

Within six months of hire, obtain First Aid, CPR and AED Certifications through American Red Cross.

Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

Working Conditions:

Regularly exposed to weather conditions.

Regularly required to lift and/or carry heavy objects up to 50 pounds.

Disaster Service Worker:

In accordance with Government Code Section 3100, City of El Segundo employees in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Part-time (At-Will)
Revision Date: August 20, 2024

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING BASIC SALARY RANGES FOR
PART-TIME JOB CLASSIFICATIONS**

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

SECTION 1: The City Council approves the following basic salary range:

Classification	Salary Range
Recreation Leader (Part-Time)	\$16.54 - \$20.10 Hourly
Senior Recreation Leader (Part-Time)	\$18.23 - \$22.16 Hourly
Recreation Specialist (Part-Time)	\$20.10 - \$24.43 Hourly

SECTION 2: *Authority.* The City Manager or his designee is authorized to take any steps necessary in order to effectuate this Resolution.

SECTION 3: *Construction.* This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 4: *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 Ordinance are severable.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution is effective August 20, 2024 and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 20th day of August, 2024

Drew Boyles,
Mayor

Exhibit A- Salary Schedule

**CITY OF EL SEGUNDO PART-TIME PAY SCHEDULE
EFFECTIVE AUGUST 20, 2024**

Exhibit A

Part-Time Hourly Pay Schedule									
EFFECTIVE DATE	SALARY REVISION EFFECTIVE DATE	AGREEMENT NUMBER	JOB CLASS TITLE	GROUP BU	GRADE	PAY TYPE	HOURLY	MONTHLY	ANNUAL
8/20/2024		5243	Recreation Leader PT	TEMPORARY	11pt	Hourly	16.54	2866.93	34403.20
							17.36	3009.07	36108.80
							18.23	3159.87	37918.40
							19.14	3317.60	39811.20
							20.10	3484.00	41808.00
8/20/2024		5243	Senior Recreation Leader PT	TEMPORARY	21pt	Hourly	18.23	3159.87	37918.40
							19.14	3317.60	39811.20
							20.10	3484.00	41808.00
							21.11	3659.07	43908.80
							22.16	3841.07	46092.80
8/20/2024		5243	Recreation Specialist PT	TEMPORARY	31pt	Hourly	20.10	3484.00	41808.00
							21.11	3659.07	43908.80
							22.16	3841.07	46092.80
							23.27	4033.47	48401.60
							24.43	4234.53	50814.40

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 ____ day of _____, 2024, 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



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Staff Presentations

Item Number: D.18

TITLE:

First Reading of an Ordinance Amending El Segundo Municipal Code Chapter 1-6 (Personnel Merit System) to Remove the Senior Civil Engineer Under the List of Positions Exempt from the Civil Service System and Revised Classification Specification for Senior Civil Engineer

RECOMMENDATION:

1. Introduce and waive the first reading of the proposed ordinance amending El Segundo Municipal Code Chapter 1-6 to remove the Senior Civil Engineer from the list of positions exempt from the Civil Service System.
2. Direct staff to schedule a second reading of the Ordinance for the regular September 3, 2024 City Council meeting or as soon thereafter it may be considered.
3. Approve the revised classification specification for Senior Civil Engineer.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

Exempt positions from the Civil Service system do not have the same rights as classified positions. Civil Service provides a range of job protections for City employees, including merit-based hiring and promotions, opportunity for employees to correct performance issues, and "for cause" termination. In contrast, employees exempt from Civil Service may be appointed without a competitive hiring process and are subject to "At-Will" employment (i.e., employment that may be terminated at any time for any reason not prohibited by law).

Amendment of Municipal Code Exempt Positions

August 20, 2024

Page 2 of 5

El Segundo Municipal Code (“ESMC”) §§ 1-6-1 and 1-6-1 require Civil Service membership for all City employees except those specifically exempted. ESMC § 1-6-4 exempts department heads, elective officers, and certain specified positions listed therein.

The “At-Will” classifications in the “Management and Confidential” unrepresented group are based upon positions requiring a particularly high degree of professional responsiveness, individual accountability, broad management responsibilities, and independent discretion required to perform assigned responsibilities.

On September 16, 2008, City Council approved the establishment of the Principal Civil Engineer position through the reclassification of the Senior Civil Engineering Associate position. This Principal Civil Engineer position was placed in the Management Confidential Series and then became the second highest position in the Engineering series; it was not designated with an At-Will status.

On November 18, 2014, City Council established a new classification of Senior Civil Engineer (At-Will) with two budgeted positions through the Strategic Planning Sessions for the upcoming year. The staff report indicates the At-Will designation was to provide, “flexibility to eliminate positions should there be a decrease in funding to the CIP and a corresponding need to reduce staff services that cannot be achieved through attrition.” On January 20, 2015, the classification specification and salary range was approved by City Council. The original classification specification has remained the same since it was approved.

DISCUSSION:

The highest ranking classifications in the Engineering series covered by the unrepresented Management and Confidential Series include the City Engineer (At-Will), Principal Civil Engineer, and Senior Civil Engineer (At-Will).

The City has identified manager-level positions in the Management and Confidential Series to be established or converted to an At-Will status. These positions require a high degree of responsibility and are generally at the level just below the department head. On September 5, 2023, Ordinance 1650 became effective and expanded the list of designated At-Will positions by adding nine classifications. The Principal Civil Engineer was designated as one of the positions that would be excluded from the personnel merit system upon the vacancy of the position and City Council approval of a revised classification specification. Ordinance 1650 has been superseded twice with Ordinances 1656 and 1662 and continues to include the exclusion of the Principal Civil Engineer once it becomes vacated.

When the Senior Civil Engineer was established, the City’s focus was to complete CIP projects, but maintain the ability to eliminate these two new positions if funding became a budgetary concern. With this direction, these positions were excluded from the Civil

Amendment of Municipal Code Exempt Positions

August 20, 2024

Page 3 of 5

Service System while the Principal Civil Engineer, a higher-level position, was still included.

One of the two budgeted Senior Civil Engineer positions is vacant. Prior to conducting a recruitment, staff reviewed the classification specification and At-Will status. To align with the City's overall classification structure, staff recommends that the position be included in the Civil Service System and that the At-Will status designation be removed. This means that the candidate selected to fill the vacant position will be required to successfully complete a one-year probationary period to achieve permanent status. No changes would be made to the salary range and the position's placement in the unrepresented Management and Confidential Series. An update to the Municipal Code through the adoption of an Ordinance is required to effectuate the change in the At-Will status of the position.

Currently, the Principal Civil Engineer and the Senior Civil Engineer require the same education and experience: five (5) years of progressively responsible professional engineering experience and a Bachelor's degree in Civil Engineering or related field. Both require registration as a Professional Engineer (PE) in the State of California. Changes to the classification specification are recommended to reduce the Senior Civil Engineer experience required from five (5) to four (4) years to reflect the minimum skill level needed to perform the duties upon entrance into the classification. These changes along with inclusion of standardized language relating to the Disaster Service Worker requirement, City's Equal Opportunity Employer statement, and formatting are reflected in the attached red lined copy of the classification specification.

The proposed Ordinance would replace Ordinance 1662, removing the Senior Civil Engineer position from the list of those exempted from the Civil Service System. The positions listed below would be exempt from Civil Service. The positions noted with an asterisk (*) will become effective upon vacation of each position and City Council approval of a revised classification specification for the position.

Positions Excluded from Civil Service System

Assistant City Clerk (At-Will)

Building Official (At-Will)

City Attorney

City Engineer (At-Will)

City Manager

Communications Manager (At-Will)

Amendment of Municipal Code Exempt Positions

August 20, 2024

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Deputy City Manager

Environmental Programs Manager (At-Will)

Finance Manager (At-Will)

General Services Superintendent (At-Will)

Human Resources Manager (At-Will)

Information Systems Manager (At-Will)

Library Services Manager*

Park Maintenance Superintendent*

Planning Manager (At-Will)

Principal Civil Engineer*

Recreation Manager (At-Will)

Risk Manager (At-Will)

Senior Executive Assistant (At-Will)

Treasury and Customer Service Manager (At-Will)

Utilities Superintendent (At-Will).

Implementation Actions

To implement the above actions, modification to ESMC Chapter 1-6 is needed to comply with City's personnel policies and practices and state law. The proposed Ordinance would exclude the positions listed above from the merit system. Two readings of the Ordinance are required for approval. Staff recommends a second reading of the proposed Ordinance at the regular September 3, 2024 City Council meeting or as soon thereafter it may be considered.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

Strategy A: Enhance staff recruitment, retention, and training to ensure delivery of unparalleled City services and implementation of City Council policies.

Amendment of Municipal Code Exempt Positions

August 20, 2024

Page 5 of 5

PREPARED BY:

Rebecca Redyk, Human Resources Director

REVIEWED BY:

Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Ordinance Amending ESMC Chapter 1-6 Civil Service
2. Senior Civil Engineer- Clean Copy
3. Senior Civil Engineer Classification Specification- Redline

ORDINANCE NO. _____

**AN ORDINANCE AMENDING EL SEGUNDO MUNICIPAL CODE
CHAPTER 1-6 (PERSONNEL MERIT SYSTEM) TO REMOVE THE
SENIOR CIVIL ENGINEER FROM THE LIST OF POSITIONS EXEMPT
FROM THE CIVIL SERVICE SYSTEM.**

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

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

- A. State law allows cities to adopt civil service programs that are adaptable to their respective sizes and types via ordinance (Gov. Code, § 45000 et seq.)
- B. The City has adopted a civil service system which is set forth in El Segundo Municipal Code (“ESMC”) Chapter 1-6 (Personnel Merit System).
- C. The City Council desires to adopt this Ordinance to memorialize updates to the positions excluded from the City’s civil service system.

SECTION 2. El Segundo Municipal Code (“ESMC”) § 1-6-4 is amended in its entirety to read as follows:

“1-6-4: EXCLUSIONS:

Effective October 3, 2024, those officers and members of departments, in addition to department heads and elected officers who are expressly excluded from the merit system, are:

Assistant City Clerk (At-Will)

Assistant City Manager (At-Will)

Building Official (At-Will)

City Attorney

City Engineer (At-Will)

City Manager

Communications Manager (At-Will)

Deputy City Manager

Environmental Programs Manager (At-Will)

- Finance Manager (At-Will)
- General Services Superintendent (At-Will)
- Human Resources Manager (At-Will)
- Information Systems Manager (At-Will)
- Library Services Manager*
- Park Maintenance Superintendent*
- Planning Manager (At-Will)
- Principal Civil Engineer*
- Recreation Manager (At-Will)
- Risk Manager (At-Will)
- Senior Executive Assistant (At-Will)
- Treasury and Customer Service Manager (At-Will)
- Utilities Superintendent (At-Will).

*NOTE: Any position designated above with an asterisk will only be excluded from the personnel merit system under this section upon both the vacancy of such position after the date first set forth in this section and City Council approval of a revised classification specification for the position.”

SECTION 3. *Validity of Previous Code Sections.* If this entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other regulation by this Ordinance will be rendered void and cause such ESMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 4. *Enforceability.* Repeal or amendment of any previous Code Sections does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 5. *Severability.* If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not

affect the effectiveness of the remaining provision or application and, to this end, the provisions of this Ordinance are severable.

SECTION 6. The City Clerk, or her duly appointed deputy, is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7. Construction. This Ordinance must be broadly construed to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 8. Environmental Review. This Ordinance was reviewed pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Based upon that review, this Ordinance is exempt from further review pursuant to CEQA Guidelines §15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 9. Recording. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 10. Execution. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Ordinance signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or duly appointed deputy, is directed to attest thereto.

SECTION 11. Effective Date. This Ordinance will take effect on the 30th day following its final passage and adoption.

ORDINANCE NO. ____ HAD ITS FIRST READING ON _____, ITS SECOND READING ON _____, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF EL SEGUNDO AT ITS REGULAR MEETING OF _____.

Drew Boyles, Mayor

ATTEST:

Tracy Weaver, City Clerk

APPROVED AS TO FORM:

Mark D. Hensley, City Attorney

SENIOR CIVIL ENGINEER

DEFINITION: To oversee and perform a variety of complex professional civil engineering work and plan check services for public works services and facilities and private development projects.

SUPERVISION RECEIVED AND EXERCISED: Receives direct supervision from the City Engineer. May provide technical direction to para-professional engineering or administrative staff, or interns.

ESSENTIAL JOB FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below to address business needs and changing business practices:

Designs, prepares, and approves specifications, engineering drawings and contracts for a variety of complex public works projects such as paving and drainage and street lighting improvements, water/wastewater systems, landscaping, public buildings and facilities, parks and the like.

Develops cost estimates, coordinates contractor bidding and selection processes, evaluates proposals and recommends awarding of contracts; serves as contract administrator for public works projects; negotiates contract change orders; approves progress payments and completes related reports and forms; recommends final acceptance of projects upon completion of construction.

Serves as project engineer during construction; conducts field inspections of construction sites to monitor progress and ensure conformance to engineering plans, specifications and construction and safety standards; meets with contractors to resolve items of non-compliance; makes corrections or revisions to plans and prepares conditions of approval.

Reviews development plans for private construction projects affecting the City right-of-way to ensure conformance with City codes, specifications, policies and standards and prepares comprehensive correction lists as necessary; reviews environmental requirements; determines fees associated with development projects and issues permits and collects fees; provides information and investigates complaints and service requests; monitors, assesses, coordinates and trouble shoots the overall plan check process within Public Works so that it operates efficiently; indicates corrections of deficiencies where required;

Provides technical assistance and coordinates plan check activities with other City departments, external engineers, architects and contractors, outside agencies, and the public.

City of El Segundo
Senior Civil Engineer
Job Class Code:

Responds to verbal and written inquiries; works at the public counter and responds to questions regarding city codes, specifications and policies; interprets and explains requirements and restrictions relative to City codes, ordinances, regulations, policies and procedures.

Assigns and monitors projects done by associate level engineering staff members; attends community meetings and other meetings as assigned; serves as liaison with other outside agencies.

Assists the City Engineer in tracking and monitoring all program funds.

Conducts technical studies and prepares reports and recommendations related to complex civil engineering projects, capital improvement projects and other specialized studies; provides technical expertise to a variety of agencies and the public; may represent the division at public meetings; reviews legal descriptions of real property; performs survey work alone or as part of a survey crew by running transits, setting elevations, taking measurements and making survey notes and calculations.

Reviews environmental assessments, environmental impact reports, tract and parcel maps, variances and conditional use permits to ensure compliance with appropriate engineering regulations.

Provide professional assistance to the City Engineer, as necessary, in performing administrative functions and may supervise the work of lower level staff.

Prepares and presents staff reports; attends City Council meetings as needed.

Regularly and predictably attends work; and

Performs related duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

Engineering principles and practices as applied to public works, including planning and development, design and construction;

Methods and techniques used in the preparation of public works project designs and related plans, specifications and cost estimates;

Engineering related federal and state laws, ordinances and regulations;

Basic principles and practices of budget management;

Methods, materials, and techniques used in the construction of public works projects and building design and construction; and

City of El Segundo
Senior Civil Engineer
Job Class Code:

English grammar, spelling, vocabulary, and punctuation;

Safe work practices;

Business and report writing; and

Modern office practices, methods, procedures, and equipment.

Skill in:

Performing professional engineering work, including project design surveying;

Reading and interpreting plans, blueprints and specifications;

Making sound, independent decisions within established policy and procedural guidelines;

Conducting field investigations;

Coordinating and monitoring the work of others performing engineering activities;

Interpreting and applying engineering related laws, ordinances and regulations;

Preparing and maintaining records and reports;

Meeting the public in situations requiring diplomacy and tact;

Gaining cooperation through discussion and persuasion;

Dealing constructively with conflict and developing effective resolutions;

Communicating effectively both orally and in writing;

Making effective oral presentations;

Operating computers and related software;

Regularly and predictably attending work;

Following directions from a supervisor;

Understanding and following posted work rules and procedures;

Accepting constructive criticism; and

Establishing and maintaining effective working relationships with other department staff, other City employees and the public.

May be required to attend City Council, Commission or Board meetings; may be required to work evenings and extended hours.

City of El Segundo
Senior Civil Engineer
Job Class Code:

QUALIFICATIONS:

Experience: Four (4) years progressively responsible professional engineering experience is required.

Education: Bachelor's degree in Civil Engineering or a closely related field is required.

Licensing/Certificates: Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.

Registration as a Professional Engineer (PE) in the State of California is required upon appointment.

Disaster Service Worker: In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Management and Confidential (M&C)
Established: January 20, 2015
Revision Date: August 20, 2024

SENIOR CIVIL ENGINEER (At-Will)

DEFINITION: ~~To Under general supervision, this at-will position~~ oversees and performs a variety of complex professional civil engineering work and plan check services for public works services and facilities and private development projects.

SUPERVISION RECEIVED AND EXERCISED: Receives direct supervision from the City Engineer. May provide technical direction to para-professional engineering or administrative staff, or interns.

ESSENTIAL JOB FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ~~ONLY, and~~ONLY and is not a comprehensive listing of all functions and tasks performed by positions in this class.

Characteristic Duties and Responsibilities:

The following essential functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those below to address business needs and changing business practices:

Designs ~~_and~~ prepares, and approves specifications, engineering drawings and contracts for a variety of complex public works projects such as paving and drainage ~~street~~ and street lighting improvements, ~~storm~~ water/wastewater ~~drain~~ systems, landscaping, public buildings and facilities, parks and the like.

Develops cost estimates, coordinates contractor bidding and selection processes, evaluates proposals and recommends awarding of contracts; serves as contract administrator for public works projects; negotiates contract change orders; approves progress payments and completes related reports and forms; recommends final acceptance of projects upon completion of construction.

Serves as project engineer during construction; conducts field inspections of construction sites to monitor progress and ensure conformance to engineering plans, specifications and construction and safety standards; meets with contractors to resolve items of non-compliance; makes corrections or revisions to plans and prepares conditions of approval.

Reviews development plans for private construction projects affecting the City right-of-way to ensure conformance with City codes, specifications, policies and standards and prepares comprehensive correction lists as necessary; reviews environmental requirements; ~~and~~ determines fees associated with development projects and issues permits and collects fees; provides information and investigates complaints and service requests; monitors, assesses, coordinates and trouble shoots the overall plan check process within Public Works so that it operates efficiently; indicates corrections of deficiencies where required;

City of El Segundo
Senior Civil Engineer
Job Class Code: _____

~~provides~~ Provides technical assistance and coordinates plan check activities with other City departments, external engineers, architects and contractors, outside agencies, and the public.

Responds to verbal and written inquiries; works at the public counter and responds to questions regarding city codes, specifications and policies; interprets and explains requirements and restrictions relative to City codes, ordinances, regulations, policies and procedures.

Assigns and monitors projects done by associate level engineering staff members; attends community meetings and other meetings as assigned; serves as liaison with other outside agencies.

Assists the City Principal Civil Engineer in tracking and monitoring all program funds.

Conducts technical studies and prepares reports and recommendations related to complex civil engineering projects, capital improvement projects and other specialized studies; provides technical expertise to a variety of agencies and the public; may represent the division at public meetings; reviews legal descriptions of real property; performs survey work alone or as part of a survey crew by running transits, setting elevations, taking measurements and making survey notes and calculations.

Reviews environmental assessments, environmental impact reports, tract and parcel maps, variances and conditional use permits to ensure compliance with appropriate engineering regulations.

Provide professional assistance to the City Principal Civil Engineer, as necessary, in performing administrative functions and may supervise the work of lower level staff.

Prepares and presents staff reports; attends City Council meetings as needed;

Regularly and predictably attends work; and

Performs related duties as assigned.

KNOWLEDGE, SKILLS AND OTHER CHARACTERISTICS:

To perform this job successfully, an individual must be able to perform each essential function. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of:

~~e~~ Engineering principles and practices as applied to public works, including planning and development, design and construction;

~~Knowledge of methods~~ Methods and techniques used in the preparation of public works project designs and related plans, specifications and cost estimates;

~~Knowledge of engineering~~ Engineering related federal and state laws, ordinances and regulations;

City of El Segundo
Senior Civil Engineer
Job Class Code:

~~Knowledge of principles and practices of supervision.~~

Basic principles and practices of budget management;

Methods, materials, and techniques used in the construction of public works projects and building design and construction; and

English grammar, spelling, vocabulary, and punctuation;

Safe work practices;

Business and report writing; and

Modern office practices, methods, procedures, and equipment.

Skill in:

~~performing~~ Performing professional engineering work, including project design surveying;:-

~~Skill reading~~ Reading and interpreting plans, blueprints and specifications;:-

Making sound, independent decisions within established policy and procedural guidelines;

~~Skill conducting~~ Conducting field investigations;

~~Skill coordinating~~ Coordinating and monitoring the work of others performing engineering activities;:-

~~Skill interpreting~~ Interpreting and applying engineering related laws, ordinances and regulations;:-

~~Skill preparing~~ Preparing and maintaining records and reports;:-

~~Skill meeting~~ Meeting the public in situations requiring diplomacy and tact;:-

Gaining cooperation through discussion and persuasion;

~~Skill dealing~~ Dealing constructively with conflict and developing effective resolutions;:-

~~Skill communicating~~ Communicating effectively both orally and in writing;:-

Making effective oral presentations;

Operating computers and related software;

Regularly and predictably attending work;

Following directions from a supervisor;

City of El Segundo
Senior Civil Engineer
Job Class Code:

Understanding and following posted work rules and procedures;

Accepting constructive criticism; and

~~Skill establishing~~ Establishing and maintaining effective working relationships with other department staff, other City employees and the public.

May be required to attend City Council, Commission or Board meetings; may be required to work evenings and extended hours.

Working Conditions:

~~Typical office environment. Occasionally exposed to weather conditions.~~

Licensing/Certification Requirements:

~~A valid California driver license in order to carry out the essential functions of the job. Registration as a Professional Engineer in the State of California is required upon entry.~~

MINIMUM QUALIFICATIONS:

Experience: ~~Four (4) years progressively responsible professional engineering experience is required.~~

Education: ~~A Bachelor's degree in Civil Engineering or a closely related field is required, and five (5) years progressively responsible professional engineering experience, or an equivalent combination of education and experience.~~

Licensing/Certificates: ~~Due to the performance of some field duties which requires the operation of a personal or City vehicle, valid and appropriate California driver's license and acceptable driving record are required.~~

~~Registration as a Professional Engineer (PE) in the State of California is required upon appointment.~~

Disaster Service Worker: ~~In accordance with Government Code Section 3100, City of El Segundo employees, in the event of a disaster, are considered disaster service workers and may be asked to respond accordingly.~~

The City of El Segundo is an Equal Opportunity Employer, committed to supporting Diversity, Equity, and Inclusion initiatives to build and sustain an environment that values diversity, welcomes opportunities to engage and understand others, and fosters a sense of belonging.

Unrepresented Management and Confidential (M&C)

Established: January 20, 2015

Revision Date: August 20, 2024



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Staff Presentations

Item Number: D.19

TITLE:

Agreements for City's Replacement Enterprise Resource Planning System Services and Related Management Services

RECOMMENDATION:

1. Exempt the City's formal bidding requirements pursuant to El Segundo Municipal Code §§ 1-7-9(A) and 1-7-9(C) and award a contract to Tyler Technologies.
2. Authorize the City Manager to execute a five-year software license agreement with Tyler Technologies to provide enterprise resource planning implementation services and licenses totaling \$1,874,544 over the course of the contract.
3. Authorize the City Manager to execute a two-year professional services agreement with Koa Hills Consulting to provide project management for enterprise resource planning services totaling \$240,000 pursuant to El Segundo Municipal Code Chapter 1-7A.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The total cost for implementation and post implementation of the new Tyler Enterprise enterprise resource planning (ERP) software for the first five years is approximately \$2.2 million. The total for Tyler Technologies is \$1.8 million. The Project Management consulting services agreement for two years is approximately \$240,000. The temporary employee's cost for staff coverage is approximately \$100,000. The table below provides the cost breakdown of the ERP project:

Selection of the City's Replacement Enterprise Resource Planning System

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	Implementation		Post Implementation **		
	Year 1	Year 2	Year 3	Year 4	Year 5
Tyler Technologies				5% CPI	5% CPI
Implementation Services	\$ 279,550	\$ 279,550	\$ -	\$ -	\$ -
Annual Maintenance	255,302	255,302	255,302	268,067	281,470
Eden (6 month Credit)*	(39,796)	-	-	-	-
Tyler Technologies Costs	\$ 495,056	\$ 534,852	\$ 255,302	\$ 268,067	\$281,470
Koa Hills (PM Services)	\$ 120,000	\$ 120,000	\$ -	\$ -	\$ -
Temporary Employees (Staff Coverage)	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -
Total Estimated Project Costs	\$ 665,056	\$ 704,852	\$ 255,302	\$ 268,067	\$281,470

* Year 1 includes 6 month credit for current Eden ERP System

** Years 4 and 5 include 5% maximum CPI increase per agreement

Project Funding

In anticipation of this project, funding in the amount of \$1,109,194 was appropriated to the ERP project (Account 601-400-2901-8108) for the FY 2024-25 budget. No new budget appropriation is necessary at this time as adequate funds have been set aside to cover the first two years of the implementation costs for the ERP project. Post-implementation costs for the annual maintenance fees will be included in future operating budgets.

BACKGROUND:

Eden Systems, Inc. ("Eden") has been the City of El Segundo's ("City") software solution for enterprise resource planning (ERP) since 1997. It is a vital component of the City's day-to-day operations, and provides services, including budgeting, time keeping, general ledger, accounts receivable, accounts payable, cash management, purchase orders, financial reporting, and human resources. In 2005, Tyler Technologies, Inc. ("Tyler") acquired Eden.

Eden's ERP is scheduled to go end-of-life on March 1, 2027. At that time, Eden will no longer be supported by Tyler and will be unable to receive critical security updates needed to run Financial, Human Resource, and Information Technology (IT) operations. On June 12, 2024, City staff presented the City Council with a staff report that provided an update on the ERP selection process, and the intent to present Tyler Enterprise ERP at a future meeting date.

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DISCUSSION:

Since May 2023, the City has been evaluating options for replacement of its citywide ERP system. Numerous options were discussed and ultimately, Tyler's Enterprise ERP solution emerged as the front-runner. Over the course of the last year, Tyler has provided several on-site and remote product demonstrations for City staff. As a result of this, Finance, Human Resources, and IT Departments agreed that Tyler Enterprise ERP meets the City's requirements for a replacement ERP solution.

Vendor Selection

The search for and selection of a replacement ERP system typically requires formal bidding – an extended process involving significant staff resources and cost which could take up to one year. An alternative to this approach allows the City Council to approve certain exceptions to competitive bidding requirements. Specifically, El Segundo Municipal Code § 1-7-9(C) (Exceptions to the Bidding Requirement) authorizes the City Council's waiver of competitive bidding based on certain findings or through the cooperative use of a competitive bidding procedure that another local, state, or federal governmental agency has fulfilled within the last five years.

Staff identified a request for proposal (RFP) issued by Menifee, California to select a replacement for Eden in anticipation of the March 1, 2027 end-of-life deadline. The total time for Menifee to issue and award their RFP was nearly one year. El Segundo has nearly identical technical requirements as listed in their RFP, including an intuitive user interface, expanded features and capabilities, and enhanced cybersecurity. Menifee is also a long-term user of Eden's ERP. Their RFP detailed numerous improvements of Tyler Enterprise ERP over the current Eden software, which we also observed throughout multiple onsite and remote demonstrations that were presented to the City by Tyler.

The foregoing notwithstanding, staff recommends that the City Council additionally find that the proposed award qualifies for an exemption from competitive public bidding, pursuant to ESMC § 1-7-9(A) because the City's best interests are served by a direct contract award to Tyler Enterprise ERP given the efficiencies and continuity of working with the successor to the City's prior vendor and staff's satisfaction with Tyler's multiple on-site and remote product demonstrations for the City.

Analysis of Tyler Enterprise ERP

Eden has been utilized by the City for over 27 years. Several upgrades have been incorporated into the system during that time, but the core ERP system has not changed. Technology and workflow in ERP systems have advanced over this time period and staff believe Tyler Enterprise ERP will provide the best overall ERP software upgrade for the City.

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Below is a list of some of the enhanced functional components we observed of Tyler Enterprise ERP compared to the existing Eden system.

Module	Existing Eden System	Enterprise ERP
Administration	Menu driven module configuration	Dashboard, business intelligence tools and expanded native reporting options
Budget Preparation	Budget input and review modules	Budget input, review, and final budget book production. Expanded reporting capabilities
General Ledger	Limited account structure options	Additional department division codes, direct information for ACFR
Human Resources and Payroll	Standard employee set-up benefits updates	Mobile app, electronic time off/vacation request processing, future date changes, history tracking of changes
Information Technology	On-premises servers and databases with complex maintenance procedures	Cloud-based environment

Specific benefits of Tyler Enterprise ERP include:

- **Human Resources:** Enterprise ERP includes a Position Control module to organize and track the City's workforce by position and provide a comprehensive view of the workforce, including recruiting needs, salary range and headcount. Additionally, Enterprise ERP provides a system to track employee training to ensure compliance.
- **Finance:** Tyler Content Manager (TCM) provides electronic documents and attachments, limiting the need for printing hard copies, duplication of files, and information (financial documents) is available instantly. TCM provides an intuitive user interface for system workflow, such as processing invoices and cash receipts. Tyler's Hub Platform has robust financial reporting, budget tracking, and document retention. Hub Platform consolidates data from multiple sources to support data-driven decision-making and centralized access to information. Tyler's Utilities Pro module automates utility billing while providing dynamic reporting capabilities in an intuitive user interface.

Selection of the City's Replacement Enterprise Resource Planning System

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- **Information Technology:** Tyler Enterprise ERP is a fully cloud-based ERP solution that repositions the management of complex database and backup/recovery operations to Tyler Enterprises. Strategically migrating to a fully cloud-based system positions the City to easily continue critical financial operations in an emergency scenario that would require staff to work remotely.

Tyler Technologies pricing is predicated on the agency's budget size. The quote that they provided the City is comparable to other jurisdictions that they have recently contracted with. The City of Redondo Beach executed their contract with Tyler Technologies on May 21, 2024. Their annual fee is \$254,874, El Segundo's annual fee is \$255,302. From staff's research, agencies that recently executed a contract with Tyler with a budget size of \$150M-\$200M have an annual fee of approximately \$260,000.

Tyler Enterprise ERP will allow the City to use one fully integrated system that will provide greater efficiency and improved reporting. The replacement of the system will limit duplicative efforts, effectively manage data input and output, and improve business processes. The compatibility of applications and modernization of processes will decrease paper processes and approvals, expedite payments, and mitigate manual input errors and redundancies. The City will also take this opportunity to evaluate workflow and desk procedures to meet best practice standards and improve internal controls throughout the City. For the above reasons, staff recommends that Tyler Enterprise ERP is selected as the Eden replacement solution.

Reference Checks

A large network of cities is already using, or are in the process of moving to, Tyler Enterprise ERP, including: Manhattan Beach, Beverly Hills, Newport Beach, Hermosa Beach, Santa Monica, along with over 200 other cities, school districts and other public agencies. For reference purposes, staff contacted various agencies that have either implemented or are in the process of implementing Tyler Enterprise ERP. Staff was able to collect valuable insights and lessons learned that would serve us well during implementation.

Implementation and Project Management - Professional Services Agreement with Koa Hills Consulting

Completing the conversion from one ERP system to another is always an arduous and time-consuming project, which creates an increased workload for all the City staff who are involved in the process, and City staff is already working diligently to keep up with the existing workload. Therefore, it will be important to factor that observation into the expectations of staff during this approximately two-year project. Included in the total implementation cost is \$100,000 in temporary staffing costs over the next two years. This funding is pivotal in providing the extra staff coverage for staff while assisting with implementing the ERP system. Additionally, to assist with the management and implementation of this project and to help ensure the success of the Eden data conversion, staff is proposing to bring on an experienced consultant who is experienced

Selection of the City's Replacement Enterprise Resource Planning System

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with ERP migrations to act as the City's project manager.

Staff requested proposals from three project management firms specializing in Tyler Enterprise ERP implementations. After reviewing the three proposals and interviewing the firms, staff recommends the City contract with Koa Hills Consulting due to their expertise in Eden to Tyler Enterprise ERP experience and the best combination of service and cost. The project management tasks to be performed by Koa Hills include:

- Conduct regular status meetings with core project team members
- Serve as the main point of contact for the City with Tyler
- Serve as the City's Project Manager in monitoring and reporting on project status
- Collaborate with Tyler project management on the scheduling of resources and tasks
- Ensure that Tyler project deliverables are fulfilled
- Monitor the progress of project tasks and schedule
- Provide core-team and end-user training
- Track the project budget
- Serve as the initial escalation point for all project issues
- Manage project change requests

ESMC Chapter 1-7A requires City Council approval for any agreement requiring more than \$50,000 in compensation in any fiscal year. The proposed two-year, \$240,000 agreement with Koa Hills Consulting would, therefore, require City Council approval and authorization for the City manager to execute such contract.

If these agreements are approved by the City Council, staff will work closely with the Tyler representatives and the project manager consultants to schedule the timing for the implementation of the various modules that are being proposed for approval in the agreement. Furthermore, the tentative schedule calls for the kick-off of the conversion to take place in mid September, with the last module projected for completion by June of 2026.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

Goal 4: Promote and Celebrate a Quality Workforce Through Teamwork and Organizational Excellence

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

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PREPARED BY:

Jose Calderon, Information Technology Services Director

REVIEWED BY:

Jose Calderon, Information Technology Services Director, Paul Chung, Chief Financial Officer, Rebecca Redyk, Human Resources Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. Menifee - ERP - RFP
2. Menifee - Award Tyler Contract
3. Tyler - Statement of Work
4. Tyler - Quote
5. Tyler - Agreement
6. Koa Hills Consulting - Agreement

**CITY OF
MENIFEE:
REQUEST
FOR PROPOSALS
(RFP)**

NO. 2022-13

**FINANCE DEPARTMENT:
FINANCIAL MANAGEMENT
SOFTWARE (ERP) SOLUTION**



FEBRUARY 2022

BUILDING A SAFE, THRIVING & PREMIER PLACE TO BE!

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REQUEST FOR PROPOSAL (RFP) SUMMARY INFORMATION

The City of Meniffee is seeking proposals for a **comprehensive Enterprise Resource Planning (ERP)** solution to meet the City's needs and replace the City's existing ERP system, Eden (Tyler). The City seeks a qualified firm (Proposer) who can demonstrate they possess organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to provide and support a fully integrated, proven ERP solution to include both implementation and ongoing maintenance and support.

Proposals will be received by the City of Meniffee, hereinafter called the "City", via electronic submission through the City's PlanetBids' Vendor/Bidding Portal at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>. Mailed, faxed or hand delivered proposals will NOT be accepted. Proposals must be submitted electronically on the PlanetBids Vendor/Bidding Portal website and accompanied by required forms and attachments to be considered.

All questions regarding this Request for Proposal (RFP) must be submitted via the City's PlanetBids portal (Q&A Section). No questions will be answered that are mailed or e-mailed to the Project Manager or other City Staff. Additionally, prospective vendors may be disqualified if they contact any City employee other than Finance Department/Purchasing Division.



TIMELINE/IMPORTANT DATES



PROJECT TIMELINE:

TIMELINE	DATES
RELEASE OF REQUEST FOR PROPOSAL	February 14, 2022
DEADLINE FOR SUBMISSION OF QUESTIONS All questions must be submitted via the PlanetBids vendor portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=41576	Must be received by: March 9, 2022 Responses to questions will be posted no later than March 11, 2022
DEADLINE FOR PROPOSALS <u>ALL PROPOSALS MUST BE SUBMITTED VIA THE PLANETBIDS VENDOR PORTAL AT:</u> https://www.planetbids.com/portal/portal.cfm?CompanyID=41576	On or before March 21, 2022 Time: <u>3:00 pm Pacific Time</u>
DEMONSTRATIONS (TENTATIVE)	April 2022
INTERVIEWS (TENTATIVE)	TBD
COUNCIL/CITY AWARD DATE (TENTATIVE)	May 18, 2022

The Bidders are responsible for checking the Purchasing website for notice of intent to award at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>

PROPOSAL REQUIREMENTS & INSTRUCTIONS

The firm must submit one (1) electronic copy of the RFP via the City's PlanetBids' Vendor/Bidding Portal at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576> to respond and conform to the overall RFP requirements.

Proposal shall be typed and submitted on 8 1/2" x 11" size paper, using a single method of fastening and up to a TOTAL **page limit of forty-five (45) pages** (NOT INCLUDING dividers, transmittal letter, Table of Contents, and required forms). Offerors should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged, and proposal should be brief, clear and concise. Mailed, hand delivered, or faxed proposals will NOT be accepted.



SUBMITTAL REQUIREMENTS: The proposal shall include the following:

ITEM #	DESCRIPTION	REQUIRED TO BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE
1	Cover Page/ Letter of Introduction	X
2	Experience and Qualifications of the Individual/Firm	X
3	Project Approach & Work Plan	X
4	Project Timeline & Overall Project Implementation Schedule	X
5	Project Team Qualifications/Qualifications of Key Personnel	X
6	References/Similar Engagements with Other Governmental Entities	X
7	Cost Proposal & Acceptance of Proposed Agreement (Attachment A & Excel Spreadsheet)	X
8	ERP System Specifications (Attachment A2)	X
9	Insurance Requirements Acknowledgement/Certification (Attachment B.1)	X
10	Certification of Non-Collusion (Attachment C)	X
11	Previous Contract Performance & Litigation Statement	X

ITEM #	DESCRIPTION	REQUIRED TO BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE
	(Attachment D)	
12	Attachment E: Acknowledgement of Emissions and Climate Pollutant Reduction Senate Bill 1383	X

Please see below for specific requirements of each item listed above.

1. Cover Page/ Letter of Introduction:

Proposals must be signed and include a letter of introduction along with the individual/firm name, website, address, telephone number, email, and name of the person authorized to submit the proposal, along with the person’s title. If the individual/firm operates from more than one location, please specify the office to which this project will be assigned. Identify all sub-consultants that will be involved.

2. Experience and Qualifications of the Individual/Firm:

Firms must describe the qualifications possessed to perform services under this engagement and provide specific detail on the proposed software solution, providing information on, including but not limited to:

- Describe the Proposer’s familiarity with public sector ERP systems and associated business processes, and specific experience with the requirements of municipalities.
- Identify Proposers existing client base including the number of existing clients using the version/release of the software being proposed. Specifically identify experience with similar sized California agencies.

No work may be subcontracted, nor assigned, without prior written approval of the City. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.

3. Proposed Project Approach & Work Plan:

Provide a comprehensive and detailed plan/framework with accompanying proposed schedule and detailed description of the collective approach to providing a solution and transitioning the City’s existing financial records to the new solution. The City is open to receiving proposals for different solution types (e.g. on-premise, SaaS). If the Proposer has different solutions types for the same software, the City would like pricing for each solution type (see Attachment A – Cost Proposal for more information).

Proposals must describe their proposed solution in relation to the following:

Solution Overview

- Name and origin of solution
- Solution type (on premise or SaaS)
- Database platform description
- Release history and current release being proposed
- Proposed modules (e.g. finance, human resources, payroll, etc.)
- Proposed tools for City staff to update the system with patches and new releases, as well as descriptions of the processes used to update and/or patch the system
- Hardware, software, and database specifications required for the proposed
- solution – include all server and/or client specifications (for on premise solutions)
- Mobile capabilities of the proposed modules, including any restrictions, such as mobile platform (iOS and Android)

Application Integration/Interface

- Describe how Proposer would develop, implement, and manage the integration/interfaces pertaining to the City's applications identified in RFP Attachment B.
- Describe APIs and web-services available to pull and push data:
 - Are the APIs secured and encrypted?
 - Describe the programming language(s) that interface with the APIs.
 - Is there an option to access the data directly from the database?

Data Storage and Backup (SaaS solutions only)

- Describe approach to data storage.
- Describe data backup process.
- Describe the network bandwidth required between the City and hosting facilities.
- Describe what options are available for dedicated bandwidth (if available).
- Describe scalability options for computing power (CPU, RAM, and storage).
- Data Access and Security (SaaS solutions only)
- Describe how data access is managed

- Describe the environment (single or multi-tenant).
- If a multi-tenant environment, how is the data segregated?
- If a multi-tenant environment, how is security managed?
- Confirmation of updated and regular completion of System and Organization Controls SOC 2 and SOC 3 Reports with unqualified opinion determination. Please attach most recent SOC 3 Report with proposal.

Business Continuity and Disaster Recovery (SaaS solution only)

- Describe approach to business continuity & disaster recovery.

Service Level Agreements (SLA) (SaaS solution only)

- Describe supported SLA options (e.g. reliability, availability, performance, issues, requests, system response time, etc.).

Transition (SaaS solution only)

- Describe the proposed exit strategy at contract completion

Provide response to each item in Attachment B:

- ERP System Specifications

Project Implementation & Project Management

- Describe project management methodology/approach.
- Describe high-level roll-out approach, including order and timing of specific modules.
- Provide a Project Schedule that identifies tasks, activities, dates, durations, resources, deliverables, and milestones.
- Provide a Project Plan that describes your approach to Schedule Management, Cost Management, Scope Management, Communications Management, Issues Management, Risk Management, Change Management, etc.

Implementation Specifics

- Describe data conversion strategy, including what data should be converted, the number of years to convert, and the conversion approach/methodology (extract, transform, and load).
- Describe training methodology/approach and how you ensure users are prepared to use the proposed solution. Include description of how you address different learning styles (classroom, online, hands-on, etc.), including a description of the training materials to be utilized.
- Describe testing methodology/approach to include the criteria and methods to ensure successful completion of user acceptance testing prior to go live.

The Project Implementation & Project Management section should be no longer than 15 pages (excluding the Project Schedule).

Ongoing Maintenance and Support Services

The Proposer should describe their ongoing maintenance and support services in relation to the following:

Help Desk

- Describe help desk location(s), staffing, ticketing system utilized, processes, and procedures.
- Describe ticket prioritization, response time commitments, and escalation procedures.
- Describe support hours (in Pacific Time).
- Provide # of help tickets/year and average resolution time by priority level.

System Monitoring

- Describe how the system will be monitored and how and when the City will be informed as to system performance issues, etc.

Post-Implementation Evaluation Report (PIER)

- Describe how Proposer would support a PIER, including how and when it would be administered, and how any identified gaps in system utilization would be addressed through additional training.

Application Upgrades and Patches

- Identify the frequency of upgrades and patches over the past two (2) years.
- Describe how upgrades, patches, and other maintenance would be performed.
- Describe any downtime related to upgrades and patches
- Describe how the City would be notified of such releases and patches and how much lead time would be provided.
- Describe the City's ability to delay, test, accept, and/or deny applying changes.

Change Management (post implementation)

- Describe the process pertaining to system Change Management post implementation.

User Groups/Conferences

- Identify if there are any solution user groups and/or user conferences

including frequency and location of events, topics, etc.

The Ongoing Maintenance and Support section should be no longer than ten (10) pages.

Scope of Work should set forth a comprehensive description of the approach to providing the services required in "Scope of Work" section of the RFP and should clearly demonstrate an understanding of the City's requirements and timeline penalties.

4. Project Timeline & Overall Project Implementation Schedule:

At a minimum, the Tentative Project Schedule & Project Implementation Schedule shall incorporate the following:

- Tentative timeline schedule with key project milestones.
- Outline each phase of the process from start to completion.

5. Project Team Qualifications/Qualifications of Key Personnel:

Firm should include a comprehensive summary detail of the assigned project team, including, but not limited to, the following:

- 1) A brief history of the proposer (limit two pages). Information should include organization structure and location of management;
- 2) Provide an organizational chart that shows the proposer's employees, and subconsultants that the proposer plans to assign to this project.
- 3) Provide resumes for each of the key personnel proposed for this project with specific emphasis on the project manager;
- 4) Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
 - a) Name and Title;
 - b) Professional Background;
 - c) Current and Past Relevant Work Experience; and
 - d) Include two (2) references of each key personnel who worked on similar projects.

6. References/Similar Engagements with Other Governmental Entities:

For the prime individual/firms and all sub-consultants, provide reference information and brief project descriptions for at least three (3) current clients. Reference projects should have been completed within the last four (4) years and similar in nature to those described in this RFP. Please include the following information:

- 1) Name of client
- 2) Name and title of client's primary contact.
- 3) Telephone number, fax number, email address, and mailing address of the client's primary contact.

- 4) A brief description of the types of services provided, the overall scope of the project, duration of the project and the current status of the project.

The City reserves the right to contact any or all of the listed references regarding the services performed by the Proposer.

7. Cost Proposal & Acceptance of Proposed Professional Services Agreement:

(Attachment A) Provide a proposed schedule of total fees proposed for the components of the scope that you are submitting a proposal for and a listing of estimated other direct costs.

Provide a listing of hourly rates for services, by type of personnel and/or service.

Include a statement regarding whether the City's standard consultant agreement is acceptable as is, or whether any modifications would be proposed (INCORPORATED AS PART OF ATTACHMENT A, COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT).

Proposals must be signed by representatives of the company who have the authority to bind the company to its provisions. The proposal or a letter accompanying the proposal must state that the quote remains valid for a period of at least ninety (90) days.

All costs pertaining to the implementation and maintenance are to be itemized. The City will evaluate proposals based on the "Total Cost to Implement (TCI)" and the "Total Cost to Operate (TCO)." TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus ten (10) years of annual maintenance or SaaS service fees.

The Proposer's implementation pricing must identify all costs required to include:

- Software Licensing Cost/Hosting Costs/SaaS
- Implementation Services
 - Project Management
 - Software configuration, installation, and testing
 - Data conservation and migration
 - Interface development
 - Training and documentation
 - Go-Live
 - Travel

The Proposer's ongoing maintenance and support pricing should clearly identify the annual cost for ten (10) years to include:

- Maintenance
- Support
- Post Implementation Evaluation Report (PIER) and Additional Training

8. **ERP System Specifications:** (Attachment A2) Desired functions and features (Must be completed and returned with accompanying proposal)
9. **Insurance Requirements Acknowledgement/Certification** (Attachment B.1)
10. **Certification of Non-Collusion**
Attachment C) (Required for Subconsultants as well)
11. **Previous Contract Performance & Litigation Statement:**
(Attachment D) (Required for Subconsultants as well)
12. **Attachment E: Acknowledgement of Emissions and Climate Pollutant Reduction Senate Bill 1383** (Attachment E)

Proposals must be signed by representatives of the company who have the authority to bind the company to its provisions. The proposal or a letter accompanying the proposal must state that the quote remains valid for a period of at least ninety (90) days.

Proposals shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of the City of Menifee and will not be returned. There will be no public bid opening. Only one Proposal is to be submitted by each Firm. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

The City reserves the right to negotiate mutually acceptable service-related conditions, including cost.

ADDITIONAL INSTRUCTIONS:

RFP documents are available on or after the date mentioned herein (see Timeline/Important Dates) on the Vendor/Bidding Portal website, <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>. Respondents shall first register as a vendor and then log in to the PlanetBids Vendor/Bidding Portal to search for this project and download the RFP documents. If Respondent experiences problems viewing this website, contact PlanetBids support online <http://home.planetbids.com/tech-support> or by phone at (818) 992-1771.

Firms fee schedule, reimbursable and overhead costs shall accompany the proposal as Attachment A: Cost Proposal.

By submitting a proposal, the responding firm represents that it has thoroughly examined and become familiar with the work required in this RFP and that it is capable of performing quality work to achieve the objectives of the RFP.

Addenda:

Any City of Menifee changes to the requirements will be made by a written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of Menifee will not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of oral instructions.

Firm shall acknowledge receipt of the addendum/addenda (if any) within Attachment A (Cost Proposal & Acceptance of Proposed Agreement/Contract) in their proposals. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive. All addenda will be available on the City's PlanetBids' Vendor / Bidding Portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>.

City Contact:

All questions and /or inquiries regarding this RFP (post-RFP submittal deadline (i.e., RFP selection status, etc.) shall be submitted directed to:

City of Menifee Finance Department (Purchasing)
Jennifer Dominguez, Contract/Purchasing Technician
Email: jdominguez@cityofmenifee.us

Questions/inquiries before the submittal deadline must be submitted via the City's PlanetBids portal (Q&A Section). No questions will be answered that are mailed or e-mailed to the Project Manager or other City Staff.

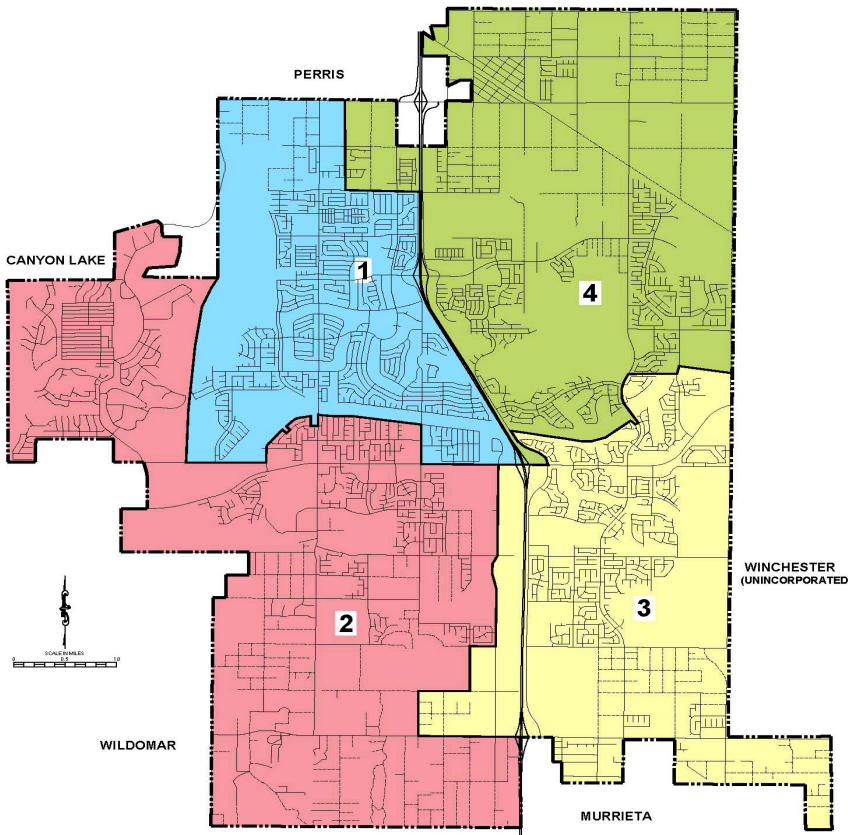
Clarifications:

Should a prospective firm require clarifications regarding the RFP, the firm must submit questions directly via the City's PlanetBids portal (Q&A Section) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=41576>. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City of Menifee will issue a written addendum clarifying the matter(s). The written addendum will be posted via the City's PlanetBids' Vendor / Bidding Portal.

Please see "Timeline/Important Dates" found herein for Clarifications request due date.

ABOUT US

The City of Menifee, located within Southwest Riverside County, CA is one of the region's fastest growing communities. Menifee is a vibrant, new City of more than 100,000 residents who enjoy a pleasant year-round climate, abundant recreational offerings, reasonably priced housing and convenient proximity to some of Southern California's premiere attractions and employment centers. Within its 50 square miles, Menifee's business, retail and entertainment outlets are starting to shape the community's character and this growing economic base is also contributing favorably to the City's strong financial position. Menifee's growing family-oriented population values the City's ongoing commitment to public safety, community events and smart growth for the future. All of these elements are working together to support the City's strategic vision to make Menifee one of the state's most promising new cities.



City of Menifee City Boundary & Districts

The City of Menifee operates as a general law city. Its government composition includes four (4) districts and a mayor. The City incorporated on October 1, 2008 as the 26th city in Riverside County. It is located south of the City of Perris, north of the City of Murrieta, west of the City of Hemet, east of the City of Lake Elsinore and near or adjacent to the unincorporated communities of Winchester, Romoland, and Homeland.

**BUILDING A
SAFE,
THRIVING &
PREMIER
PLACE TO BE!**

SCOPE OF WORK & DETAIL



PROJECT BACKGROUND:

The City of Menifee (City) has issued this Request for Proposal (RFP) to solicit responses from vendors offering proven integrated solutions to replace the City's existing finance and HR/payroll system (EDEN). The City seeks a qualified vendor (Proposer) who can demonstrate that they possess the organizational, functional, and technical capabilities, along with the experience, expertise, and qualifications necessary to provide a fully-integrated, proven state-of-the-art Enterprise Resource Planning (ERP) System solution along with the professional services specified to complete the ERP implementation and to support the system post implementation.

SCOPE OF WORK

The City of Menifee is seeking RFP proposals from qualified professional firms to replace its existing ERP system with a proven, commercial-off-the-shelf (COTS) ERP system. The City's goal is to take advantage of a modern ERP system that is designed around best practices, allowing the City to streamline and improve processes that result in timely, accurate, and easy-to-access information. More specifically, the new ERP system should meet the following objectives:

1. Consolidate information, link processes and functions, and eliminate separate departmental spreadsheets/Access databases in favor of a single system that integrates the City's financial and non-financial applications through a common database.
2. Streamline business processes to take advantage of best practices through automation, integration, and workflows.
3. Provide a user-friendly and intuitive user interface to promote system use and productivity.
4. Eliminate the need for redundant data entry
5. Eliminate the need for manual input when preparing various financial documents, including the annual budget and preparation of the Comprehensive Annual Financial Report
6. Improve and/or provide necessary reports and reporting capabilities, and access to data through inquiry or drilldown capabilities.

7. Provide interface capabilities with third-party systems.
8. Phased implementation of all modules within 24 months from contract signature.

In addition to the functionality identified above, the City is seeking a Proposer to provide professional services (e.g. best practices guidance, data conversion, system configuration, training, testing, project management, interface, etc.) that will help ensure a successful implementation in a timely and professional manner.

ENVIRONMENT

In order to help Proposers prepare their RFP responses, this section documents the existing ERP, the potential interfaces to the new ERP, the City's current technology standards, and key metrics pertaining to financial and human resources operations.

The City currently uses Tyler Technologies ERP solution Eden Systems (EDEN) to support Financial and HR/Payroll operations for its approximately 258 employees with approximately 258 active users. This system was originally purchased and implemented by the City in 2008. Below is a list of the functional components of the current software.

- Administration
- Accounts Payable
- Accounts Receivable
- Budget Preparation
- Contract Management
- General Ledger
- Human Resources
- Payroll
- Project Accounting
- Purchasing

Integration with Other Existing Systems

Application	Purpose	Frequency
CalPERS	Send retirement, health enrollment data from the new ERP to CalPERS.	Bi-Weekly
Union Bank	Send payroll data, warrant data (Positive Pay), accounts payable data, and bank reconciliation data from new ERP to Union Bank.	Payroll-Bi Weekly
Internal Revenue Service (IRS)	Send 1099 and 1095 data from the new ERP to the IRS, W-2, 1095(c)	Annually
CA Employment Development Department (EDD)	Send or provide appropriate format with no or minimum modifications.	Quarterly/ Annually
Police Officer Scheduling System (POSS)	Send or provide appropriate format with no or minimum modifications.	Payroll-Bi Weekly
NEOGOV	Send or provide appropriate format with no or minimum modifications.	Bi-Weekly
Open Gov	Send or provide appropriate format with no or minimum modifications.	Bi-Weekly
Other Systems	GIS, PrimeGov (Engineering/Planning), Asset Management, etc.	Varies

Technology Standards

Technology	Current Standard
Database(s)	Microsoft SQL Server 2016, 2019, Azure SQL
Server OS	Microsoft Windows Server 2016, 2019, 2022
Desktop OS	Windows 10, Windows 11
Server Hardware	HP ProLiant DL360 Gen9, ProLiant DL380 Gen10, Azure
Desktop Hardware	HP Z2 Mini G5, HP EliteDesk 800 G4
Laptop Hardware	Microsoft Surface Pro Laptop 3+, Getac V110 G5+
Mobile Hardware	Apple iPad, Apple iPhone

Browsers	Edge, Chrome, Safari
Email Server/Client	Microsoft 365
Virtual Environment	VMware vSphere 6.0+, Azure
Storage Area Network	ESXi, Nimble HF-20
Active Directory	Microsoft Windows AD (2016), Azure Active Directory
VPN	Palo Alto Global Protect, NetMotion
Scanners	Canon M260
Printers	Canon C5560i
Internet <ul style="list-style-type: none"> • Bandwidth • Redundancy 	1 Gbps/1 Gbps 500 Mbps/500 Mbps

Key Metrics

Human Resources

Functional Area	Volume/Statistics	Frequency (if applicable)
Recruitments	44 (FY 20/21)	Annually
MOUs	6 MOUs plus Personnel Rules	N/A
FTEs	208	N/A
PTEs	41	N/A
Position Classifications	91	N/A
Employees Action Forms (e.g. new hire, pay changes, employee separation, misc. pay assignments and status, etc.)	844 (FY 20/21)	Annually (minimum)

Finance

Functional Area	Volume/Statistics	Frequency (if applicable)
Purchase Orders	707	Annually
Invoices	9,442	Monthly

Journal Entries	34	Monthly
Funds	138	Total (not all are currently
Miscellaneous Cash Receipts	233	Monthly
Bank Accounts	3	N/A
Payroll Checks Issued	518	Monthly
Capital Projects	154	N/A
Vendors	1,809	N/A
Business Licenses	3,200	Annually

General

Functional Area	Volume/Statistics	Frequency(if applicable)
Total EDEN Users (Citywide)	134	N/A

ERP System Requirements - Modules

The City is seeking a highly integrated system that can serve as many of the City's various department needs as possible. Mandatory solution modules must include the following functionality:

1 - General

- 1.1 User Interface
- 1.2 Workflow
- 1.3 Queries, Reporting and Analysis
- 1.4 Document Management

2 - Finance

- 2.1 General Ledger/Accounting
- 2.2 Budgeting
- 2.3 Vendor Management
- 2.4 Procurement/Purchasing
- 2.5 Contract Management
- 2.6 Accounts Payable

- 2.7 Fixed Assets/Inventory
- 2.8 Accounts Receivable/Miscellaneous Billing
- 2.9 Cash Receipts
- 2.10 Grant Management
- 2.11 Project Management

3 – Human Resources

- 3.1 Onboarding
- 3.2 Position Control
- 3.3 Employee Master File
- 3.4 Benefits Administration
- 3.5 Leave Administration
- 3.6 Performance Reviews
- 3.7 Personal Actions
- 3.8 Employee Self Services
- 3.9 Payroll Administration
- 3.10 Time and Attendance
- 3.11 Payroll Processing

4 - Technical

- 4.1 General
- 4.2 Regulatory Compliance
- 4.3 System Security
- 4.4 Interoperability/Interface
- 4.5 Hosted or SaaS

At a minimum, Proposers must propose a solution that includes the modules identified above. Please see Attachment B– ERP System Specifications for more detailed description of each module.

AGREEMENT/CONTRACT TERMS, SELECTION PROCESS, & OTHER APPLICABLE REQUIREMENTS

AGREEMENT/CONTRACT TERM

The agreement/contract type will include a Not-to-Exceed firm fixed price. The contract duration shall be for a twenty four month (24) month period from execution of contract, estimated at May 2022.

SELECTION PROCESS

All proposals will be reviewed by a Selection Committee. The various selection criteria are summarized below. The City's final selection will not be dictated on any single factor including price. A firm may be eliminated from consideration for failure to comply with any of the requirements of this RFP, depending upon the critical nature of such requirements. Proposals will be evaluated on the criteria specified below:

1. Experience/Qualifications of the Firm and Key Personnel (25 Points)

Firms experience in performing work of a similar nature; experience working with public agencies, and particularly California municipalities; strength and stability of the firm.

Provides detail on assigned key personnel, and demonstrates designated personnel meets established experience requirements. Allocation of key personnel to assignment is appropriate to meeting project expectations.

2. Work Plan Methodology/Project Approach (25 Points)

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Services of this RFP. Work Plan provided is clear and detailed and demonstrates ability to meet City's objective. Includes identified benchmarks and practices.

3. Delivery Schedule and Timeline (20 Points)

Identification of key benchmarks and time estimates for performing the services for each phase of the project.

4. Cost Proposal (15 Points)

Detailed cost proposal for each of the main phases outlined in the Scope of Services in this RFP. Proposed cost schedule shall align with the project schedule.

5. Reference Review (10 Points)

Assess firms prior experience in performing similar services to other public entities based on provided references.

6. Quality of Responsiveness of Proposal (5 points)

Completeness of response in accordance with the RFP instructions.

The City of Menifee reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

- The City will review proposals, check references and develop a short list of firms which will be recommended for consideration.
- The City will review the short list, interview if necessary, and make a determination.
- Upon composing the contract terms with the firm, the contract will be scheduled for City Council or City Manager review and approval.

Oral Presentation/Interview: Respondents who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Selection Committee. This provides an opportunity for the respondent to clarify or elaborate on the proposal. These are fact-finding and explanation sessions only and do not include negotiation. The City of Menifee will schedule the time and location of these presentations. Oral presentations are an option of the City of Menifee and may or may not be conducted.

Standard Agreement

The City has provided a copy of the Standard Agreement (Exhibit A). Please review this agreement and provide the City with a written statement of your firm's willingness to accept all terms of the agreement.

Please note that the City will require the selected firm to enter into a Professional Services Agreement. The firm will be required to provide and maintain all of the insurances required by the agreement and a City business license. All insurances and related expenses shall be incorporated into the firm's proposal.

Pre-Contractual Expenses

The City of Menifee shall not, in any event, be liable for any pre-contractual expense incurred by Proposer in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- Preparing its proposal in response to this RFP
- Submitting its proposal to the City of Menifee
- Negotiating with the City of Menifee on any matter related to its proposal
- Any other expenses incurred by Proposer prior to date of award

Right to Reject All Proposals

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. Receipt of a proposal by the City does not constitute a contract with the City. All costs incurred in the preparation of the proposal and subsequent material will be borne by the proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by a proposer. All quotes, inquiries, responses correspondence, proposals, reports, charts, displays, schedules, exhibits and other documentation or other information submitted to the City in response to this RFP will become

the property of the City and a matter of public record.

The City retains the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreement entered into.

The specifications included within the scope of work are intended to be as detailed as possible; however, respondents shall not take advantage of omissions or oversights in this document. The successful proposer shall supply products or services that meet or exceed the requirements of this document.

Other

Severability: If any terms or provisions of this Request for Proposal shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.

Right to Refuse: The City of Meniffee reserves the right to retain a proposer it determines to be the most qualified (whether such proposer has submitted a qualifications statement in response to this RFP or not) without competition if such action is deemed to be in the best interests of the City of Meniffee. There is no guarantee that any proposer deemed qualified through this RFP will in fact be awarded any services by the City of Meniffee.

Secured Funding Disclaimer: The award of this project is contingent upon securing funding, in a future City Council approval and award of the Contract.

Collusion: A Certification of Non-Collusion must be submitted with the proposal, a copy of which is at the end of this RFP (Attachment C).

Assigning/Transferring of Agreement: Any successful firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior consent and approval in writing from the City of Meniffee.



ATTACHMENTS & EXHIBITS:

DESCRIPTION	REQUIRED TO BE COMPLETED AND RETURNED WITH PROPOSAL RESPONSE	ATTACHMENTS							
Attachment A: Cost Proposal	X		ATTACHMENTS						
Attachment A2: ERP System Specifications	X			ATTACHMENTS					
Attachment B: Insurance Requirements	X				ATTACHMENTS				
Attachment B.1: Acknowledgement of Insurance Requirements and certification of ability to provide coverages specified.	X					ATTACHMENTS			
Attachment C: Certification of Non-Collusion	X						ATTACHMENTS		
Attachment D: Previous Contract Performance & Litigation Statement	X							ATTACHMENTS	
Attachment E: Acknowledgement of Emissions and Climate Pollutant Reduction Senate Bill 1383	X								ATTACHMENTS
DESCRIPTION	PROVIDED FOR REFERENCE PURPOSES								
Exhibit A: Sample Professional Services Agreement	PROVIDED FOR REFERENCE PURPOSES		EXHIBITS						

ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT

Breakdown of firm's rates, fees and charges for services by phase and total project, including a proposed payment schedule for work associated with the services requested herein., please submit the estimated hours and extended cost for each person assigned to this project. Proposers must submit cost proposals for the complete scope of work. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The City reserves the right to add or remove services over the contract term. The City reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the City.

FEE SCHEDULE: See Attachment A EXCEL (MUST BE COMPLETED AND RETURNED)

HOURLY RATES FEE SCHEDULE

Please state the firm fixed hourly rates and list the position title for each project team member (e.g., Project Manager - \$140. Project Consultant - \$125, Research/Support Staff - \$85.

TITLE	HOURLY RATE (\$)

(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE

INDICATED STATEMENTS)

- The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
- My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Menifee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

- Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit C) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

 Company Name

 Address

 City

State

Zip Code

(____) _____ (____) _____

Telephone Number

Fax Number

Company Type:

- Corporation
 Partnership
 Trust/Estate
 Limited Liability Company (LLC)
- Individual/Sole Proprietor or single member LLC
 Other: _____

 Signed By

 Print Name

Title

ATTACHMENT A2: ERP SYSTEM SPECIFICATIONS

See Attachment A2 EXCEL (MUST BE COMPLETED AND RETURNED WITH PROPOSAL)

ATTACHMENT B: INSURANCE REQUIREMENTS

CONTRACTORS AND/OR CONSULTANTS TO THE CITY OF MENIFEE (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			Each Occurrence	Aggregate
YES	WORKER'S COMPENSATION	Statutory	\$1,000,000	\$1,000,000
		Statutory	\$1,000,000	\$1,000,000
YES	GENERAL LIABILITY	Bodily Injury	\$1,000,000	\$2,000,000
		Property Damage	\$1,000,000	\$2,000,000
		Bodily Injury & Damage Combined	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	Bodily Injury	\$1,000,000	\$1,000,000
		Each Person	\$1,000,000	\$1,000,000
		Each Occurrence	\$1,000,000	\$1,000,000
		Property Damage	\$1,000,000	\$1,000,000
		Bodily Damage and Property Damage, Combined	\$1,000,000	\$1,000,000
YES	ADDITIONALLY INSURED	THE CITY OF MENIFEE IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCILMEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.		

INSURANCE COVERAGE:

- ❖ A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- ❖ A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY
- ❖ DEDUCTIBLE AMOUNTS IN EXCESS OF \$25,000 REQUIRE CITY'S PRIOR APPROVAL.

INSURANCE CERTIFICATES:

- ❖ CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- ❖ UPDATED INSURANCE CERTIFICATES, AS NEEDED, MUST BE RE-SUBMITTED PERIODICALLY DURING THE PERIOD UNDER CONTRACT, INCLUDING ORIGINAL CONTRACT TERM AND ANY ADDITIONAL TERM EXTENSIONS.

ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

- ❖ PRIMARY COVERAGE: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.
- ❖ CROSS LIABILITY: THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.
- ❖ NOTICE OF CANCELLATION:
IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

DEPARTMENT OF FINANCE
CITY OF MENIFEE
29844 HAUN ROAD
MENIFEE, CA 92586

CONTRACTORS/CONSULTANT AND/OR CONTRACTORS TO THE CITY OF MENIFEE (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

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			Each Occurrence	Aggregate
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		Statutory	\$1,000,000	\$1,000,000
YES	GENERAL LIABILITY	Bodily Injury	\$1,000,000	\$2,000,000
		Property Damage	\$1,000,000	\$2,000,000
		Bodily Injury & Damage Combined	\$1,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	Bodily Injury	\$1,000,000	\$1,000,000
		Each Person	\$1,000,000	\$1,000,000
		Each Occurrence	\$1,000,000	\$1,000,000
		Property Damage	\$1,000,000	\$1,000,000
		Bodily Damage and Property Damage, Combined	\$1,000,000	\$1,000,000
YES	ADDITIONALLY INSURED	THE CITY OF MENIFEE IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONTRACTORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCILMEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.		

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- ❖ A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY
- ❖ DEDUCTIBLE AMOUNTS IN EXCESS OF \$25,000 REQUIRE CITY'S PRIOR APPROVAL.

INSURANCE CERTIFICATES:

- ❖ CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- ❖ UPDATED INSURANCE CERTIFICATES, AS NEEDED, MUST BE RE-SUBMITTED PERIODICALLY DURING THE PERIOD UNDER CONTRACT, INCLUDING ORIGINAL CONTRACT TERM AND ANY ADDITIONAL TERM EXTENSIONS.

ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

- ❖ PRIMARY COVERAGE: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.
- ❖ CROSS LIABILITY: THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.
- ❖ NOTICE OF CANCELLATION:
IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

DEPARTMENT OF FINANCE
CITY OF MENIFEE
29844 HAUN ROAD
MENIFEE, CA 92586

ATTACHMENT B.1: ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED

I, _____ (Print Name), the

(President; Secretary; Owner or Representative) of the

(Company Name or Corporation, or
Owner), certify that the Insurance Requirements set forth in Attachment B and the Proposed
Agreement have been read and understood that our insurance company(ies)

(Name(s) of insurance company(ies)) (is/are) able to
provide the coverages specified.

Signature of President, Secretary, Partner, Owner or Representative

Date

ATTACHMENT C: CERTIFICATION OF NON-COLLUSION

Made to: City of Menifee

(a) By submitting this proposal, each proposer and each person signing on behalf of any firm certifies, and in the case of a joint proposal, each party therefore certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (1) The fees and terms in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such fees and terms with any other proposer or with any other competitor; and
- (2) Unless otherwise required by law, the fees and terms which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made by the proposer or will be made to induce any other persons, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

Printed Name and Title

Signature

Name of Firm/Company/Corporation

Telephone Number

Street Address

City, State, Zip

Email Address

Date

ATTACHMENT D: PREVIOUS CONTRACT PERFORMANCE & LITIGATION STATEMENT

The City will evaluate the facts and may, at its sole discretion, reject Proposer's response if the facts discovered indicate that completion of a contract resulting from this Request for Proposal may be jeopardized by the selection of Proposer. If no such terminations for default have been experienced by Proposer in the last five years, so indicate. The City shall reject any Proposer's response if it discovers any contract terminations within the stated period that were not disclosed.

PREVIOUS CONTRACT PERFORMANCE:

- a) Submit details of all terminations for default experienced by Proposer during the past three (3) years including the other party's name, address and telephone number. Termination for default is defined as a notice to stop performance due to Proposer's nonperformance or poor performance and the issue was either (a) not litigated or (b) litigated and such litigation determined Proposer to be in default. Present a description of the facts surrounding each incident and include Proposer's position on the matter. Exclude garnishments and similar routine matters that do not affect contract performance. Indicate whether or not the Proposer or principals have ever been suspended or debarred by any government agency. State "NONE," if none. Use additional sheets as necessary.

- a) Indicate whether or not the Proposer or principals have ever been involved in any kind of bankruptcy proceedings. Give a summary of all proceedings and provide a listing of all significant outstanding claims or judgments. State "NONE," if none. Use additional sheets as necessary.

LITIGATION HISTORY:

Check One:

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

ATTACHMENT E: ACKNOWLEDGEMENT OF EMISSIONS AND CLIMATE POLLUTANT REDUCTION SENATE BILL 1383

ACKNOWLEDGMENT OF SENATE BILL 1383 REGULATIONS

Senate Bill (SB) 1383 establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). The state defines "Organic waste" as food, landscape and pruning trimmings, lumber, wood, manure, cardboard, paper products, printing and writing paper, and other plant and animal-based products. These new regulations were finalized by CalRecycle on November 2020 and will take effect January 2022 Contractor shall use recycled products in performance of the services to the maximum extent doing so is economically feasible. Contractor shall provide a list of recycled product options to City Staff and await written approval once proposed alternatives have been deemed to meet or exceed specifications required to successfully complete the services mentioned herein. For information on SB 1383 is available on CalRecycle webpage <https://www.calrecycle.ca.gov/organics/slcp>

This is to acknowledge that we have read and agree to the Senate Bill 1383 (SB 1383) regarding CalRecycle Organics Regulations as set by the State of California.

(Firm Name)

(Print name and title of person signing for firm)

(Signature/Date)

EXHIBIT A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this ____ day of _____, 2021 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and , a (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on and shall end on unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all State, County, and local emergency orders, directives, protocols, and best practices related to the COVID-19

pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed () notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses

and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims,

where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and

467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares

or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9.3 Consultant’s Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys’ Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees and expenses including costs, in addition to

any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, , ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

Attn:

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road

Menifee, CA 92586
Attn: ,

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility,” as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. 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 either 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 Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on

account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Attest:

Sarah A. Manwaring, City Clerk

Approved as to Form:

[Note: 2 officer's signatures required if Consultant is a corporation, unless provided with a certificate of secretary in-lieu]

Jeffrey T. Melching, City Attorney

EXHIBIT A
SCOPE OF SERVICES



CITY OF MENIFEE

SUBJECT: Award Enterprise Resource Planning (ERP) Financial Management Software Solution (MUNIS) Contract

MEETING DATE: February 15, 2023

TO: Mayor and City Council

PREPARED BY: Margarita Cornejo, Deputy Finance Director

REVIEWED BY: Regina Funderburk, Chief Financial Officer
Ron Puccinelli, Chief Information Office

APPROVED BY: Armando G. Villa, City Manager

RECOMMENDED ACTION

1. Incorporate ERP Project Implementation as CIP 23-14 within the current Fiscal Year (FY) 2022/2023 CIP Program; and
2. Award and authorize the City Manager to execute a Software as a Services (SaaS) Agreement with Tyler Technologies, Inc. for a comprehensive Enterprise Resource Planning (ERP) Financial Management Software Solution (MUNIS) for FY 2022/2023, in the amount not-to-exceed \$947,867; from DIF Citywide Account No. 524-4220-53155; and
3. Authorize the City Manager to execute nine optional one-year amendments for FYs 2023/2024 thru 2031/2032; and
4. Approve award of Professional Services Agreement with Third Stage Consulting for as needed Project Management support services related to the ERP Implementation Project in the amount not-to-exceed \$550,000; and
5. Adopt a Budget Amendment Resolution appropriating \$91,667 to the IT Fund (Fund 110) to Account 110-4555-58168 (Professional Services) for FY 2022/2023 professional consulting services with Third Stage Consulting.

DISCUSSION

The Finance Committee reviewed and recommended submittal of this item to the City Council at its meeting held on February 7, 2023.

Since incorporation in 2008, the City of Menifee has used the Tyler Eden Financial Management System (almost 15 years). As the City has continued to develop, so has the volume and complexity of its financial transactions along with the need for additional streamlined solutions.

Additionally, Tyler's Eden system, with an original copyright date of 1997, now has a final sunset date of March 1, 2027, at which time Tyler will discontinue availability and support of this solution. Essentially, the City will no longer receive updates, security patches or support. Running outdated or end-of-life software could present significant risks to the City as it relates to being more vulnerable to cyber threats, business disruptions and missed opportunities for increased efficiency and effectiveness due to the absence of new technologies and productivity tools and features.

As part of the FY 2021/2022 Budget, Council approved the appropriation of \$1,125,000 from Development Impact Fee (DIF) 524 (General Government: City Hall, Facilities, Vehicles, Equipment) specifically towards replacement of the City's current financial management system with an ERP system. DIF funds, specifically Fund 524 provides dedicated funding for City Hall, Public Works facilities, Internet infrastructure, and Public Works and City vehicles necessary to provide city services. The acquisition of an ERP system is an eligible expense as it provides the principal system for financial recordkeeping and other core functions like human resources operations. On December 7, 2022, the appropriated budget of \$1,125,000 was carried forward into the current fiscal year to continue the efforts of this project.

An ERP is a more comprehensive software system that helps organizations automate and manage core business processes for optimal performance. Specific to government entities an ERP solution is often the pillar financial information system used to record and manage all financial records, to minimize risk by improving financial controls and improving compliance with local, state and federal requirements, government accounting and audit related standards. A robust ERP system provides a comprehensive solution used across multiple City functions, including but not limited to budgeting, general ledger, payroll, business license collection, accounts receivable, accounts payable, cash management, purchase orders, financial reporting and human resources.

Understanding the significant effort required in the migration and implementation of an ERP system, City staff continues to take a proactive approach to move forward and replace Eden. The average implementation period is approximately 24 months.

City's Approach:

Selection and implementation of an ERP system is one of the largest and most complex projects a City can undertake, and as a result is not frequently undertaken, typically completed every 20 years or so. Understanding the significant financial and human resources investment required for this effort, the City's overall approach and end goal is to successfully replace the existing system with a comprehensive ERP system that is designed around best practices, consolidates and streamlines existing functions, and integrates with other key technology systems, thereby allowing the City to streamline and improve processes that result in timely, accurate, and easy-to-access information. To organize this effort, the City has established the following components as part of the process.

- **Established an Executive Steering Committee** – represented by the City Executive Office, Human Resources Department, Finance Department and Information Technology Department. The Steering Committee provides executive direction/guidance throughout this effort.
- **Defined clear and specific new ERP system requirements and functionality standards** – In reviewing the organization needs of the City, staff identified the new ERP system should meet the following objectives and requirements:
 - Consolidate information, link processes and functions, and eliminate separate departmental spreadsheets/Access databases in favor of a single system that integrates the City’s financial and non-financial applications through a common database.
 - Upgrade from outdated menu drive solution to new system with expanded features and capabilities.
 - Streamline business processes to take advantage of best practices through automation, integration, and workflows.
 - Provide a user-friendly and intuitive user interface to promote system use and productivity.
 - Expanded budget and planning tools/capabilities.
 - Eliminate the need for redundant data entry.
 - Eliminate the need for manual input when preparing various financial documents, including the annual budget and preparation of the Comprehensive Annual Financial Report (ACFR).
 - Improve and/or provide necessary reports and reporting capabilities, and access to data through inquiry or drilldown capabilities.
 - Provide interface capabilities with third-party systems.
 - Direct integration with other key City systems, including but not limited to cashiering system, and Accela permitting system.
 - Established cybersecurity system/processes in place to ensure security and privacy of City’s financial records.
 - Phased implementation of all modules within 24 months from contract signature.
 - Robust technical support for implementation phase of project, as well as on-going support during term of service.

CIP Program FY 2021/2022 to 2025/2026

Recognizing the significant financial investment in updating the City’s existing financial management system, and in line with the City’s CIP policy, where any project with a cost of \$50,000 or more and useful life of more than more than five (5) years, this project will be formally added as part of the FY 2022/2023 CIP Program. The corresponding assigned CIP Project Number/Name: CIP 23-14: ERP Project Implementation. The detail/funding information on the project will be updated and reflected in the CIP Program.

Procurement & RFP Process:

Procuring and implementing an ERP system is a challenging and time-consuming endeavor. To accomplish this, the City of Menifee first reviewed its business processes, identified streamlining and synergistic opportunities, considered the numerous ERP systems on the market, selected the best product, negotiated a competitive contract, and will now oversee the system’s implementation.

On February 14, 2022, the City issued Request for Proposal (RFP) No. 2022-13 for a comprehensive ERP solution to seek qualified firms who can demonstrate they possess organizational, functional, and technical capabilities, as well as experience, expertise, and qualifications necessary to fully integrate, a proven ERP solution to meet the City’s needs and replace the City’s existing financial management system, Eden (Tyler).

Below is a list of the functional components of the new ERP software (MUNIS) compared to the existing financial system:

TABLE 1:Eden System Comparison to MUNIS ERP System

Module	Existing Eden Financial System	Munis System Addition/Enhancements
Administration	Menu Driven module configuration	Enterprise ERP Dashboard, business intelligence tools and more custom reporting options
Accounts Payable	Invoice processing (entry, review and approvals)	Integrated/connected to other system components including, but not limited to: <ul style="list-style-type: none"> - Asset Management - Grant Accounting
Accounts Receivable	Dedicated module with limited capabilities	Expanded capabilities
Budget Preparation	Budget input and review modules	Budget input, review and final Budget book production, Expanded direct reporting capabilities.
General Ledger	Limited account structure options and reporting	Additional department division codes; ACFR Builder: direct information/format for ACFR
Human Resources & Payroll	Standard employee set-up, benefits updates	Mobile app, electronic time off/vacation request processing, automated retro-pay calculations, future date changes, history tracking of changes

Module	Existing Eden Financial System	Munis System Addition/Enhancements
Purchasing & Contract Management	Requisition, Purchase Order, Change Order Modules	Enhanced Requisition, Purchase Order, Change Order, with features like: <ul style="list-style-type: none"> - Direct connect to large online vendors like Amazon, Staples - Vendor access to direct information update - Link to Asset Management component of system. - Emailing POs directly to vendors
Project & Grant Accounting	Dedicated Project Accounting Module, but no Grant Management form	Expanded grant accounting/management features, including SF-425 Financial Report production/generation
Asset Management	No asset management module in City's Eden system	Integrated to accounts payable and procurement elements of system. GIS mapped asset system. Mobile app available
Other Systems/Solutions Integration	Integrated with Tyler Cashiering system, limited or no direct integration to other key systems such as Accela permitting system	Integration capabilities to: <ul style="list-style-type: none"> - Tyler Cashiering - Accela Permitting System - Future Work Order System - NeoGov HR on-boarding solution - HdL Business Licensing

Proposals were due March 21, 2022, and a total of five (5) proposals were received. Subsequently, a comprehensive evaluation of the proposals received was completed by the Evaluation/Selection Committee comprised of City staff from Finance, Public Works, Human Resources, and Community Services departments. Proposals were reviewed and ranked based on the following criteria: qualifications and experience of the firms, proposed team and organization, proposed technical project approach, and cost proposal. The top two finalists provided demonstrations of the software and participated in a finalist interview. The final averaged weighted results of the evaluation completed were as follows:

TABLE 2: Initial Proposal Evaluation Summary

Firm	Average Score (100 possible point)	10 Year Service Cost Proposal (Including Implementation)
Tyler Technologies, Inc.	85.00	\$3,399,390
CentralSquare	81.98	\$2,558,256
OpenGov, Inc.*	81.25	\$2,135,950
Ellipse Solutions	61.13	\$20,000
Univerus	74.50	\$8,316,065

*OpenGov, Inc. voluntarily withdrew their proposal following the proposal evaluation stage due to overall company expansion on other areas, such as procurement solutions.

TABLE 3: Finalists (Demonstrations and Interviews) Evaluation Summary

Firm	Average Score (10 possible point)
Tyler Technologies, Inc.	8.02
CentralSquare	6.02

Throughout all evaluation phases, initial and finalists, Tyler Technologies proposal for the MUNIS ERP was consistently ranked as the highest proposal. During the finalist demonstrations and interviews, where finalists provided a more in-depth and virtual walk-thru of the proposed solutions, as well as provided detailed responses and presentations to the projects and solution components, the MUNIS ERP presented a more robust system with capabilities and functionality that the other solutions did not have. Tyler Technologies, Inc. has extensive experience providing Financial Management Software (ERP) solutions to other municipalities. Additionally, as the current provider of the current ERP (Eden) used by the City, Tyler has the most familiarity with the City’s existing financial data structure.

Following the extensive evaluation process and recommendation of the Evaluation Committee, key staff from the Finance Department and IT Department, supported by the City Attorney’s office, have reviewed the final proposal and negotiated a final contract and cost proposal. Staff is recommending award of a contract in the amount not-to-exceed \$947,867 for FY 2022/2023 for the implementation of the MUNIS ERP system. The \$947,867 consists of a one-time implementation costs of \$657,843 and 1st year subscription costs of \$290,024. Subscription costs will be subject to an annual increase up to 5%, per year, beginning in year 4.

The initial contract period shall be effective April 2023 through April 2024, plus nine (9) one-year option renewal periods at the discretion of the City. System prices shall remain effective and in force for the entire initial contract period, including any optional extension exercised. Bid prices shall remain effective and in force for the entire initial contract period, based on bids received, including any optional extension exercised. Under the proposed agreement, the City would retain the right to terminate the contract by providing a 60-day written notification to Tyler prior to expiration of the current term or renewal term.

Next Steps (Implementation Phase):

Tyler Technologies, Inc. has advised following award of the contract, the project kickoff between City staff and Tyler would be scheduled for April 2023. In alignment with the kickoff meeting a detailed project schedule/timeline would be finalized identifying key deliverables throughout the project.

As previously stated, the implementation of a new ERP system is an extensive and elaborate process, involving key City staff and the selected vendor. The project has an estimated 24-month timeline, and as such will require participation of staff from various departments who are experienced and/or subject matter experts in areas such as accounting, payroll, budget, benefits, procurement, human resources and information technology. To ensure project success, and with

direction/guidance of the Steering Committee, the City will coordinate specific staff assigned to the project, in conjunction with ensuring regular processes continue uninterrupted during the implementation process. In addition to the internal staff assigned to the project, as part of the implementation phase, staff is recommended augmenting internal staff with external resources, including the following:

Professional Consulting Services (IT Support)

Overall system configuration and management from a technology standpoint will require dedicated resources focused on the implementation efforts. Accordingly, staff recommends contracting with a professional firm to provide project specific support to the ERP Implementation Project. The scope of work of this consultant, shall include, but is not limited to:

- *Project Planning*
- *Project Governance & Controls*
- *Project Resources*
- *Organizational Change Management*
- *Benefits Realization and Performance*
- *Configuration and Development*
- *Architecture*
- *Master Data Management*
- *Testing*

Staff solicited three (3) proposals for firms specialized in providing such support and evaluated the proposals on overall qualifications of the firm, proposed project approach, and cost reasonability. Two firms provided proposal responses, and following the evaluation of the responses, staff is recommending engaging Third Stage Consulting:

Table 4: IT Support Services Proposal Costs

Firm	2 Year Cost
Third Stage Consulting	\$550,000
Government Technology Group	\$660,000
Client First	Opted not to bid

Temporary Contract Support (Finance Support)

Temporary contract support in relation to the Finance/accounting elements of the implementation is recommended to be included as part of the project. The level and extent of Finance related configuration, testing, and set-up required for the transition will require such support, to ensure the most efficient implementation process, while balancing on-going financial operations. Estimated costs for these services is estimated at \$275,000 for a 24-month period. With a tentative project kickoff of April 2023, estimated costs for FY 2022/2023 are \$61,111.

It is important to note, that regular financial operations will need to continue uninterrupted during the implementation of the new ERP system. To ensure no significant disruptions, if deemed necessary, limited term/temporary staffing may be required to support existing staff efforts.

STRATEGIC PLAN OBJECTIVE

Accessible and Interconnected Community

FISCAL IMPACT

The total fiscal impact of the contract with Tyler for FY 2022/23 will be a not-to-exceed amount of \$947,867, including one-time costs of \$657,843- and first-year subscription costs of \$290,024. Funding for these costs would be covered with existing budget within Account #524-4220-53155.

Table 5: 10 Year Costs (One Time and On-Going) of Tyler Munis ERP

Fiscal Year	Future Years	One Time Costs	On-Going Costs ⁽¹⁾	Total Annual
FY 2022/23	Year 1 Costs	\$657,843	\$290,024	\$947,867
FY 2023/24	Year 2 Costs	N/A	290,024	290,024
FY 2024/25	Year 3 Costs	N/A	290,024	290,024
FY 2025/26	Year 4 Costs	N/A	304,525	304,525
FY 2026/27	Year 5 Costs	N/A	319,751	319,751
FY 2027/28	Year 6 Costs	N/A	335,739	335,739
FY 2028/29	Year 7 Costs	N/A	352,526	352,526
FY 2029/30	Year 8 Costs	N/A	370,152	370,152
FY 2030/31	Year 9 Costs	N/A	388,660	388,660
FY 2031/32	Year 10 Costs	N/A	408,093	408,093
Total		\$657,843	\$3,349,518	\$4,007,361

(1) Beginning Year 4, Annual Software Subscription Costs will be subject to an annual increase adjustment not-to-exceed 5%. Table 5 reflects maximum annual increase of up to 5% to provide estimated maximum amount(s).

Table 6: One Time Professional Consulting Services for Project Implementation

Fiscal Year	Description (24 Month Implementation Period)	IT Support Services	Finance Support Services	Total Amount (\$)
FY 2022/23	1x Project Implementation Costs (4 Months)	\$91,667	\$61,111	\$152,778
FY 2023/24	1x Project Implementation Costs (12 Months)	\$275,000	183,333	458,333
FY 2024/25	1x Project Implementation Costs (8 Months)	\$183,333	30,556	213,889
Total		\$550,000	\$275,000	\$825,000

Additionally, as shown in Table 6 above, the estimated costs for professional IT consulting services with Third Stage Consulting are estimated at \$550,000 and \$275,000 for professional finance consulting support services for 2-year term periods. Combined estimated costs for these services for FY 2022/2023 (based on a project kickoff of April 2023) would be approximately \$152,778. A corresponding Budget Amendment Resolution appropriating \$91,667 to Account #110-4555-58168 (CIP 23-14: ERP Implementation Project) from available fund balance for the

IT related expenses is included as part of this agenda item. Costs of \$61,111 for the FY 2022/2023 Finance support services \$61,111, are budgeted and included within Account #100-4555-58168.

The remaining \$672,000, for IT and Finance support services for the remainder of the implementation period beyond FY 2022/2023, will be included as part of the respective budget year(s). It is important to note, that while the proposed professional services agreement is for the full two-year amounts, services and maximum billing amount will be limited to the approved budgeted amount of the respective year. The City shall reserve the right to terminate the agreement at any time, including, but not limited to budget availability and approval, if deemed necessary.

Any necessary limited term/temporary staffing required to support existing staff efforts, would also be budgeted as part of the corresponding budget year(s).

Future Savings (Data Storage):

Lastly, the migration from Eden as a premise-based system to the MUNIS ERP system a cloud-based solution, will result in a reduction for less data storage on site, and thereby reduce data storage costs and server capacity requirements. For instance, the City recently completed a new server replacement project, at a cost of an estimated \$250,000, to continue to support the citywide server and data storage needs. With the cloud-based MUNIS system, storage and security of information have been consolidated as part of the services provided by the agreement with Tyler, thereby reducing future additional server upgrade requirements to accommodate financial data storage/operations. This also provides an additional protection from potential data loss due to a nature disaster such as a fire. The proposed agreement with Tyler outlines the specific data storage, data back up processes and security requirements applicable.

ATTACHMENTS

1. Tyler Munis Agreement
2. PSA - Third Stage Consulting
3. Budget Amendment Resolution (BAR) Fund 110

El Segundo, CA

SOW from Tyler Technologies, Inc.

2/1/2024

Presented to:
City of El Segundo
350 Main St
El Segundo, CA 90245

Contact:
Rich Boven
Email: richard.boven@tylertech.com
1 Tyler Drive Yarmouth, Maine 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

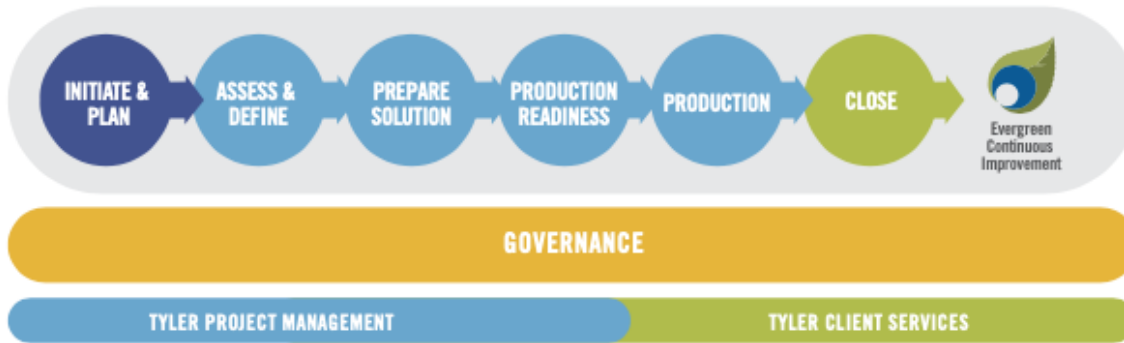
1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



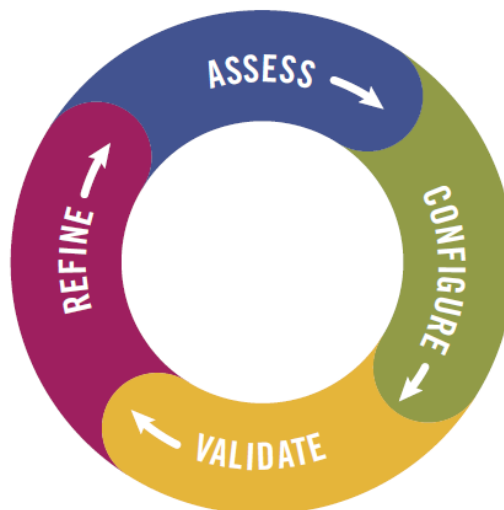
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



Part 2: Project Foundation

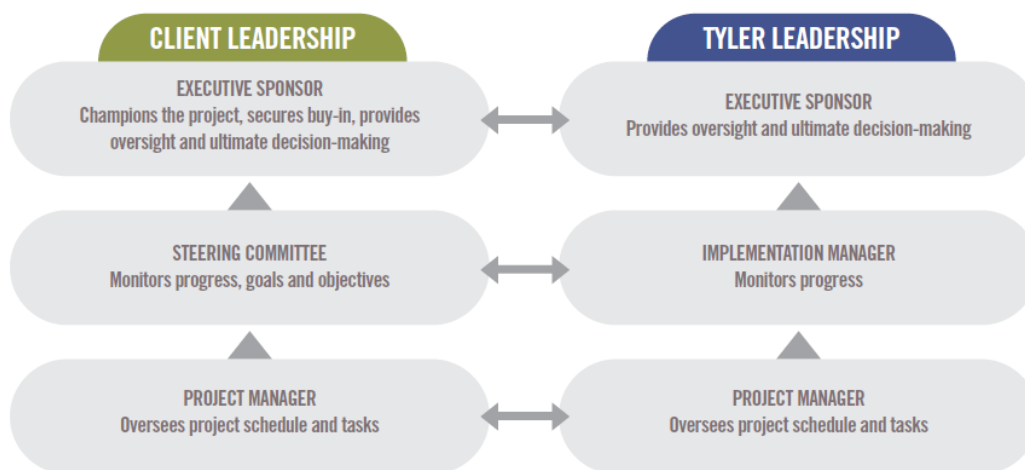
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

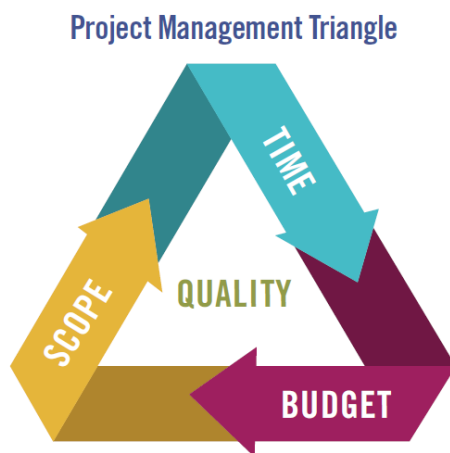
Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

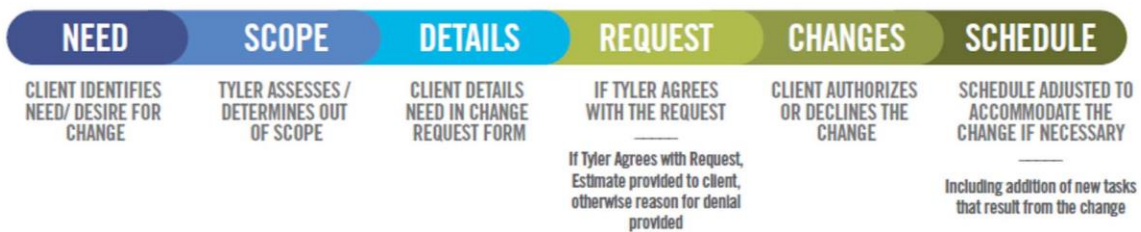
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City’s infrastructure meets Tyler’s application requirements.
- Ensure the City’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



Project Management Plan		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:



- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis													
	Tyler							City						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
			A	R	I	I	I				C	C	C	C			C
			A	R	C	C	C				C	C	C	C			C
			C	C	C	C	C				A	R	I	C			C
			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City’s current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler performs the data mappings. If source data is from a third-party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable)	City Acceptance of Data Conversion Plan, if Applicable
		City acceptance of Solution Design Document

Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Munis conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.5 Intentionally left blank.

6.2.6 Intentionally left blank.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City



<p>RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on City Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System meets prescribed checklist
Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.



Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.



Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	



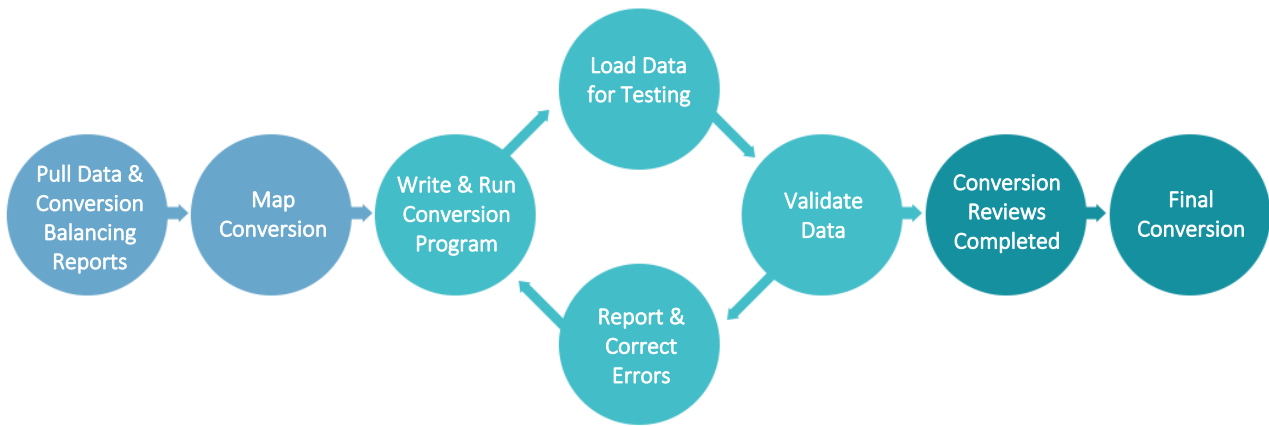
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results



Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City
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Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered



Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.



Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.



6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs
Contract
Statement of Work
Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed
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Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.



- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.2 Accounts Payable

9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.3 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.



9.1.4 Human Resources Management

9.1.4.1 HRM Employee Master Information

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.4.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

9.1.4.3 Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.4.4 Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.4.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.1.4.6 Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.4.7 Education

- Codes, for institution, type of degree, and area(s) of study

9.1.5 Utility Billing

9.1.5.1 Account Information

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information



9.1.5.2 Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.1.5.3 Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

9.1.5.4 Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.1.5.5 Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

9.1.5.6 Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

9.1.5.7 Backflow

- Account information, backflow device information, backflow type, and backflow violations

9.1.5.8 Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

9.1.5.9 Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.



10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each phase of the project. The timeline needs to account for resource availability, business goals, size and complexity of the project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation. Durations may be revised when the Agreement is signed and further refined during the project.

Eden to Enterprise ERP project start dates are dependent on wave availability. Waves are a common implementation start month for a group of Eden clients. Each wave has a designated number of slots available for clients to sign up – once those slots are full you must choose an alternate wave with availability. A signed agreement is required to reserve your spot in a specific wave.

Phase	Functional Area(s)	Modules	Duration
1	Financials	<ul style="list-style-type: none"> Accounting Accounts Payable Budgeting Capital Assets Cash Management Project & Grant Accounting Purchasing Accounts Receivable General Billing Cashiering 	<p>12 Months</p> <p>or as defined in the Project Plan and mutually agreed upon</p> <p>Average Days/Month: 8</p>
	System Wide	<ul style="list-style-type: none"> Enterprise Analytics & Reporting w Executive Insights Enterprise Forms Content Manager Core Enterprise ERP Payments 	
2	Utility Billing	<ul style="list-style-type: none"> Utility Billing CIS Utility Billing Meter Interface Resident Access Central Property File 	<p>12 Months</p> <p>or as defined in the Project Plan and mutually agreed upon</p> <p>Average Days/Month: 3</p>
3	Human Resources Management	<ul style="list-style-type: none"> Payroll with Employee Access Human Resources & Talent Management 	<p>12 Months</p> <p>or as defined in the Project Plan and mutually agreed upon</p>



		<ul style="list-style-type: none">• Time & Attendance w Mobile Access	Average Days/Month: 5
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11.2 Intentionally left blank.





Quoted By: Chris Deroche
 Quote Expiration: 09/30/24
 Quote Name: City of El Segundo-ERP-EERP
 Quote Description: EERP ETA 6.18.24
 SaaS Term 5.00

Sales Quotation For:

Shipping Address:

City of El Segundo
 350 Main St

El Segundo CA 90245-3895

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	200	\$ 50,610.00
Accounts Payable	1	44	\$ 14,858.00
Budgeting	1	64	\$ 14,858.00
Capital Assets	1	56	\$ 14,019.00
Cash Management	1	40	\$ 10,178.00
Project & Grant Accounting	1	48	\$ 10,650.00
Purchasing	1	140	\$ 24,150.00
Human Resources Management			
Human Resources & Talent Management	1	88	\$ 6,006.00
Payroll with Employee Access	1	208	\$ 8,713.00
Time & Attendance w Mobile Access - Up to 500 Employees	1	168	\$ 19,668.00
Revenue Management			
Accounts Receivable	1	104	\$ 12,214.00

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Cashiering	1	56	\$ 19,208.00
Central Property File	1	8	\$ 1,518.00
General Billing	1	44	\$ 7,012.00
Resident Access	1	64	\$ 13,000.00
Utility Billing CIS	1	192	\$ 7,678.00
Utility Billing Meter Interface	1	24	\$ 2,477.00
Content Management			
Content Manager Core includes Onboarding	1	48	\$ 17,140.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	104	\$ 30,409.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 9,875.00
			Sub-Total: \$ 294,241.00
			<i>Less Discount:</i> \$ 38,939.00
	TOTAL	1700	\$ 255,302.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Applicant Tracking Import Hours	16	\$ 200.00	\$ 1,600.00	\$ 1,600.00	\$ 0.00
Capital Assets Import Hours	20	\$ 200.00	\$ 2,000.00	\$ 2,000.00	\$ 0.00
COA Import Hours	12	\$ 200.00	\$ 1,200.00	\$ 1,200.00	\$ 0.00
Executive Insights Implementation	1	\$ 8,400.00	\$ 0.00	\$ 8,400.00	\$ 0.00
Payroll Accruals Import Hours	16	\$ 200.00	\$ 1,600.00	\$ 1,600.00	\$ 0.00
Payroll Deductions Import Hours	16	\$ 200.00	\$ 1,600.00	\$ 1,600.00	\$ 0.00
Payroll Employee Master Import Hours	16	\$ 200.00	\$ 1,600.00	\$ 1,600.00	\$ 0.00
Position Control Import Hours	16	\$ 200.00	\$ 1,600.00	\$ 1,600.00	\$ 0.00
Report Development - billed as incurred	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
Reserve Implementation Hours - billed as incurred	200	\$ 200.00	\$ 0.00	\$ 40,000.00	\$ 0.00
State Retirement Tables Import Hours	16	\$ 200.00	\$ 1,600.00	\$ 1,600.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 38,800.00	\$ 0.00
Project Management	488	\$ 200.00	\$ 0.00	\$ 97,600.00	\$ 0.00

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Onsite Implementation	540	\$ 225.00	\$ 0.00	\$ 121,500.00	\$ 0.00
Remote Implementation	1160	\$ 200.00	\$ 0.00	\$ 232,000.00	\$ 0.00
TOTAL				\$ 559,100.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 255,302.00
Total Tyler Services	\$ 559,100.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 559,100.00	\$ 255,302.00
Contract Total	\$ 1,835,610.00	
Estimated Travel Expenses excl in Contract Total	\$ 31,510.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Accounts Payable	1	\$ 10,300.00	\$ 5,150.00	\$ 5,150.00

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Project Accounting	1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
Purchase Orders	1	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00
Human Resources Management				
Human Resources Management	1	\$ 14,300.00	\$ 7,150.00	\$ 7,150.00
Revenue Management				
General Billing	1	\$ 9,800.00	\$ 4,900.00	\$ 4,900.00
Utility Billing	1	\$ 27,200.00	\$ 13,600.00	\$ 13,600.00
TOTAL				\$ 38,800.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Contract Management	1	32	\$ 6,351.00
eProcurement (Vendor Access and Punch-Out)	1	32	\$ 9,700.00
Revenue Management			
Business Licenses	1	104	\$ 12,172.00
Civic Services			
My Civic	1	80	\$ 14,000.00
Data Insights			
Open Data	1	0	\$ 42,000.00
Open Finance	1	0	\$ 21,000.00
Additional			
ACFR Statement Builder	1	32	\$ 8,925.00
DocuSign Signature Service - Annual Fee	1	16	\$ 10,500.00
TOTAL:		296	\$ 124,648.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Install Fee - Open Data	1	\$ 9,800.00	\$ 0.00	\$ 9,800.00	\$ 0.00
Install Fee - Open Finance	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Onsite Implementation	100	\$ 225.00	\$ 0.00	\$ 22,500.00	\$ 0.00
Remote Implementation	196	\$ 200.00	\$ 0.00	\$ 39,200.00	\$ 0.00
TOTAL				\$ 77,100.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Pattern Stream Automated Document System - Implementation	64	\$ 185.00	\$ 0.00	\$ 11,840.00	\$ 0.00	\$ 0.00	\$ 0.00
Pattern Stream Automated Document System - SaaS	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 18,000.00	\$ 0.00	\$ 18,000.00
TOTAL				\$ 11,840.00			\$ 18,000.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 50,610.00	\$ 11,640.00	\$ 38,970.00
Accounts Payable	\$ 14,858.00	\$ 3,417.00	\$ 11,441.00
Budgeting	\$ 14,858.00	\$ 3,417.00	\$ 11,441.00
Capital Assets	\$ 14,019.00	\$ 0.00	\$ 14,019.00
Cash Management	\$ 10,178.00	\$ 0.00	\$ 10,178.00
Project & Grant Accounting	\$ 10,650.00	\$ 0.00	\$ 10,650.00
Purchasing	\$ 24,150.00	\$ 5,555.00	\$ 18,595.00
Human Resources Management			

Human Resources & Talent Management	\$ 6,006.00	\$ 1,381.00	\$ 4,625.00
Payroll with Employee Access	\$ 8,713.00	\$ 2,004.00	\$ 6,709.00
Time & Attendance w Mobile Access - Up to 500 Employees	\$ 19,668.00	\$ 0.00	\$ 19,668.00
Revenue Management			
Accounts Receivable	\$ 12,214.00	\$ 2,809.00	\$ 9,405.00
Cashiering	\$ 19,208.00	\$ 4,418.00	\$ 14,790.00
Central Property File	\$ 1,518.00	\$ 349.00	\$ 1,169.00
General Billing	\$ 7,012.00	\$ 1,613.00	\$ 5,399.00
Resident Access	\$ 13,000.00	\$ 0.00	\$ 13,000.00
Utility Billing CIS	\$ 7,678.00	\$ 1,766.00	\$ 5,912.00
Utility Billing Meter Interface	\$ 2,477.00	\$ 570.00	\$ 1,907.00
Content Management			
Content Manager Core includes Onboarding	\$ 17,140.00	\$ 0.00	\$ 17,140.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	\$ 30,409.00	\$ 0.00	\$ 30,409.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	\$ 9,875.00	\$ 0.00	\$ 9,875.00
TOTAL	\$ 294,241.00	\$ 38,939.00	\$ 255,302.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Business license library includes: standard business license and standard renewal application.

DocuSign Signature Service refers to the interface between Tyler software and DocuSigns services. It does not include or take the place of DocuSigns proprietary products. Clients are required to provide certain DocuSign account information for implementation and to maintain its DocuSign account in order to use the interface. Clients who do not have a current DocuSign account can email dsreferral@docusign.com for more information or to begin the process of obtaining an account.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



Exhibit A
Schedule 1
Migration Modules

Parcel Manager Support
Utility Billing Support Web
GL/AP/PG Support
Human Resources Support
Tyler Cashiering Support
Map Objects Support
Requisitions Support
Utility Billing Support
State Package Support
Budget Preparation Support
Accounts Receivable Support
Payroll Support
Forms Support



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for years one (1) through three (3) of the initial term are set forth in the Investment Summary. Tyler will not increase annual SaaS Fees by more than five percent (5%) per year in years four (4) and five (5) of the initial term. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.

2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed

- to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. **Credit for Prepaid Maintenance and Support Fees for Migration Modules.** Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that



activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D Third Party Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Exhibit E
Statement of Work

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of El Segundo, California.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit E](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. [Rights Granted](#).

- 1.1 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have

no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the “Evergreen Modules”) and licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) terminates, as do Tyler’s maintenance, support, and/or update obligations for such software.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a

justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement (“Initial Term”) will be five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by Client at least forty-five (45) days prior to the end of the Initial Term or then-current renewal term or by Tyler at least one hundred twenty (120) days prior to the end of the Initial Term or then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don’t cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 **For Convenience.** You may terminate this Agreement for convenience upon sixty (60)

days' advance written notice. In addition to your other payment obligations upon termination of this Agreement, you will also pay the following early termination fees:

- (a) if you terminate during the first year of the initial term, 100% of the SaaS Fees through the effective date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- (b) if you terminate during the second year of the initial term, 100% of the SaaS Fees through the effective date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- (c) if you terminate after the second year of the initial term, 100% of the SaaS Fees through the effective date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term or the applicable renewal term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent

caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request. The addition of Client as an additional insured, as referenced in this section G.6, will include the Client, its officials, and employees.**

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after any mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. The foregoing notwithstanding, Tyler must notify Client, in writing within 20 calendar days of its assignment of this Agreement as the result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets, and Client will have 60 days from receipt of such notice to terminate this Agreement for convenience via written notice to Tyler, notwithstanding Agreement Section F.1.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt

requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary
Schedule 1: Migration Modules |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |
| Exhibit E | Statement of Work |

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of El Segundo, California

By: _____

By: _____

Name: _____

Name: Darrell George

Title: _____

Title: City Manager

Date: _____

Date: July __, 2024

Attest:

By: _____

Name: Tracy Weaver

Title: City Clerk

Date: July __, 2024

Approved as to Form:
Mark D Hensley, City Attorney

By: _____

Name: Joaquin Vazquez

Title: Assistant City Attorney

Date: July __, 2024

By: _____

Title: Risk Management

Date: July __, 2024

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:
City of El Segundo
350 Main Street
El Segundo, California 90245
Attention: Jose Calderon, ITSD Director





Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND
Koa Hills Consulting**

This AGREEMENT is entered into this 1st day of September, 2024, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and **KOA HILLS CONSULTING**, a Nevada based firm ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed **\$240,000** for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") for the billing period, and the total cost of that work during the preceding billing period.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

7. **TERM.** The term of this Agreement will be from **9/1/24** to **8/30/26**. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 15.

8. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:

- i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

9. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

10. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: **Scope of Work**

11. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

12. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

13. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. TERMINATION.

- A. CITY may terminate this Agreement, with or without cause, and such termination will be effective 30 days following CITY's provision of written notice of termination to CONSULTANT.
- B. CONSULTANT may terminate this Agreement, with or without cause, and such termination will be effective 30 days following CONSULTANT's provision of written notice of termination to CITY.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

17. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. INDEMNIFICATION.

- A. **CONSULTANT agrees to the following:**
- i. ***Indemnification for Professional Services.*** CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
 - ii. ***Indemnification for other Damages.*** CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 222, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
- E. Notwithstanding anything foregoing to the contrary, each party shall defend, indemnify and hold harmless the other party and its shareholders, officers, directors, members, managers, employees, agents, successors and permitted assigns from and against all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees and costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting

from any claim, suit, action or proceeding arising out of or resulting from an alleged infringement of any intellectual property right of a third party.

19. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

22. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$1,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of

insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.

- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 15.

23. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

24. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: John Schwartz, CFO
PO Box 58
Reno, Nevada 89504

(775) 622-5466
john@koahills.com

If to CITY:

Attention: Paul Chung, CFO
City of El Segundo
350 Main Street
El Segundo, CA 90245

(310) 524-2315
pchung@elsegundo.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

27. SOLICITATION. CONSULTANT warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

28. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

29. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

32. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

33. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

35. ELECTRONIC SIGNATURES. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code § 16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

36. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

37. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

38. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

39. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness

and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

KOA HILLS CONSULTING

Darrell George,
City Manager

John Schwartz,
CFO

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Joaquin Vazquez, Assistant City Attorney



Scope of Work
City of El Segundo ERP Implementation
Project Management and Training Support Services

1 Introduction

This Statement of Work (“SOW”) between the City of El Segundo, hereby known as “Customer”, and Koa Hills Consulting, hereby known as “Koa Hills”, describes tasks and initiatives relating to the following needs at the City:

- ERP - Project management for the Customer’s implementation of an Enterprise Resource Planning (ERP) solution including Finance, Human Capital Management (HCM) and Utility Billing (UB)
- ERP - Training and documentation for key areas in Finance, HCM and Utility Billing
 - Includes implementation of Enterprise Learning Management (ELM)

This document outlines the following:

- The scope of services being contracted for from Koa Hills
- Estimated period of performance
- Project assumptions, critical success factors, and risks
- Customer roles and responsibilities and performance expectations
- Acceptance criteria
- The change control process
- An estimation of selected project implementation costs.

2 Scope of Services

Initiatives or tasks not described in this SOW are agreed to be out-of-scope. Either party may communicate change requests to the other party through the Change Order Process set forth in section 7 of this SOW. The scope for this project is defined below.

2.1 Organizational Scope

The organizational scope includes all Customer departments, divisions, or other functional areas that use the ERP system.

2.2 Geography and Language Scope

The geographical scope includes the United States and the City of El Segundo. Koa Hills will schedule team members to be onsite at the City of El Segundo or to be available remotely, as appropriate.

2.3 User Scope

The user scope includes all of the Customer’s active ERP system users.

2.4 Project Management (Finance, HCM, and UB) Scope - ¼ time, 24 months

The scope of Project Management is for Koa Hills to assume the role of the Customer Project Manager, 1/4 time for 24 months for Finance, HCM and UB, in managing each phase of the project. In this regard, Koa Hills will work with the Customer’s designated point of contact, and is considered the same as “Customer”. The goal is to ensure that project deliverables are provided as specified, on time and on budget.

Key tasks of project management to be performed by Koa Hills include:

- Conduct regular status meetings with core project team members
- Serve as the main point of contact for the Customer with ERP Vendor
- Serve as the Customer Project Manager in monitoring and reporting on project status
- Collaborate with ERP Vendor project management on the scheduling of resources and tasks
- Ensure that ERP Vendor project deliverables are fulfilled
- Monitor the progress of project tasks
- Monitor and control the project schedule
- Track the project budget
- Serve as the initial escalation point for all project issues
- Manage project change requests
- Conduct monthly status meetings with the Customer Steering Committee

The table below highlights Project Management deliverables for this project. These deliverables will be created and maintained by Koa Hills with assistance from the ERP Vendor and Customer as necessary.

Deliverable	Description
Statement of Work	Defines the scope of services to be provided by Koa Hills, the expected timeline, and costs
Project Charter	Defines high-level objectives, success criteria, assumptions, risks, timeline, budget and project governance structure
Project Schedule	Defines all summary activities, deliverables and milestones as well as the resources assigned, due dates and task dependencies - Provided by ERP vendor with assistance from Koa Hills
Task List	Tracks detailed project tasks required to complete project deliverables
Issues Log	Tracks issues, priority, impact, owners, and status
Risk Register	Tracks risks, likelihood, impact, risk owners, and mitigation strategies
Budget Tracker	Tracks actual expenditures versus planned expenditures
Status Reports	Communicates key project information to the Customer's Steering Committee

2.5 Training and Documentation Scope - 150 Hours

The scope of training and documentation is for Koa Hills to assist the Customer with all training and documentation related to the implementation of Finance, HCM, and UB in the ERP solution.

Key tasks for training and documentation to be performed by Koa Hills include:

- Configuration of eLearning software
 - Koa Hills will configure a hosted Enterprise Learning Management solution
- Assist in developing training materials to include:
 - Old vs. New - Understanding the Old to Embrace the New
 - Training & Education - Interactive Documentation, Training Guides, Quick Reference One-Sheets & Quizzing
 - Sustaining Success - Badging & Certification

Task	Description	Primary Responsibility	Secondary Responsibility
eLearning Configuration	Koa Hills will configure a hosted Enterprise Learning	Koa Hills	Customer

	Management solution		
Documentation	Koa Hills will provide targeted documentation and assistance with e-learning	Koa Hills	Customer
Develop Training and Testing Plans	Koa Hills will assist Customer in creating training and testing plans for normal business practices	Koa Hills	Customer
Training	Koa Hills will provide core team training, and some end-user training; once trained, the Customer core team will provide the majority of the training to the end users.	Customer/Koa Hills	Koa Hills/Customer

3 Period of Performance

The estimated Period of Performance of this project will begin on **9/1/2024** and end on **8/30/2026**.

4 Project Assumptions, Success Factors and Risks

This section defines assumptions, success factors, risks and risk mitigation strategies.

4.1 Assumptions

Assumptions are factors that are considered to be true by the Customer and Koa Hills when planning for the project. The assumptions made for this project are as follows:

- Customer has the will and the authority to enter into the project
- Adequate funding will be available to complete the project
- Customer will provide the required resources and fulfill Customer’s project responsibilities
- Access to the legacy system is provided on a timely basis

4.2 Success Factors

Success factors are components of the project that need to be in place to ensure the completion of the project. The success factors for this project are as follows:

- Strong and active executive sponsorship
- Clearly-defined goals, expectations and timelines
- Effective organizational communication
- Commitment of organizational resources to project-related tasks
- Reliable and timely system access for Koa Hills and Customer project team and end users
- Effective end user training

4.3 Risks and Mitigation

Risks and issues shall be tracked in an agreed-upon method by both the Customer and the Koa Hills, including escalation to the project team for review and arbitration.

Definitions:

A **risk** is defined as a potential issue that may affect project scope or timeline. Risks shall be identified as early as possible, categorized accordingly to impact (Low, Med, High, Critical occurrence).

An **issue** is a risk that has occurred, and presents a challenge to the project. Issues shall be prioritized (Low, Med, High, Critical) and assigned for resolution to the integrated project team.

The following table identifies common risks for software implementation projects. A comprehensive list of risks and mitigation strategies will be developed during project planning.

Risk Description	Impact of Risk	Probability Of Occurrence	Risk Mitigation Strategy	Responsibility
Project Team turnover (Customer)	High	Medium	The Customer will endeavor to retain key project personnel, as well as skilled and experienced system support staff.	Customer
Non-performance by project team, administration, or end users	Critical	Low	The Customer will provide strong executive sponsorship to effect change when needed.	Customer
Absenteeism of key project resources.	High	Medium	The Customer will provide strong executive sponsorship to effect change when needed.	Customer
End user resistance	High	Medium	The Customer will provide strong executive sponsorship to effect change when needed.	Customer

5 Project Organization and Participation

The following table identifies Customer project roles and responsibilities:

Executive Sponsor	<p>Provides authority and funding for the project.</p> <p>Responsibilities: Initiates the project; commits Customer resources; ensures Customer performance; removes project roadblocks relating to internal structural, organizational, political, or funding issues.</p> <p>Membership: Customer Executive(s)</p>
Steering Committee	<p>Provides strategic direction, makes key decisions, and sets priorities.</p> <p>Responsibilities: Provides strategic direction, sets priorities, approves goals, reviews risks and critical issues, and signs off on deliverables.</p> <p>Membership: Executive Sponsor(s), Customer Project Manager, key business owners</p>
Project Manager	<p>Assumes overall responsibility for the project.</p> <p>Responsibilities: Performs project governance (i.e project communication, regular status updates and reports), acts as the primary point of contact for the project team and the vendor, schedules and manages resources, tracks project</p> <p>Membership: Customer Project Manager (services provided by Koa Hills)</p>
Project Team	<p>Executes project tasks in accordance with the project scope and period of performance.</p> <p>Team Lead Responsibilities:</p> <ul style="list-style-type: none"> ● Makes day-to-day project decisions as needed to execute tasks ● Provides overall project support and works in conjunction with the Project Manager ● Has full accountability in coordinating team members' tasks

	<ul style="list-style-type: none"> • Takes ownership of the implemented technical architecture, including system access for Koa Hills team • Takes ownership for change management • Takes ownership for developing and implementing a training approach and strategy • Works with the Project manager to resolve end-to-end problems in the implementation of this project. • Secures access to Customer staff, records, and documentation as needed • Provides sufficient workspace including phone, network, and system access <p>Membership: Subject Matter Experts (SMEs), Functional Managers</p> <p>Team member Responsibilities:</p> <ul style="list-style-type: none"> • Subject matter experts for Customer’s technical environment and business units • Complete project tasks as assigned <p>Membership: Customer staff</p>
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6 Acceptance Criteria

The Customer and Koa Hills will follow best practices throughout the project and mutually identify criteria for completion of project milestones. The overall scope of work will be considered complete when one or more of the following criteria are met:

- All service hours have been delivered
- The Customer is live on the Finance, HCM, and UB modules of the ERP system
- The Customer and Koa Hills agree that no further services are required

7 Change Control

If Koa Hills or the Customer identifies an activity or objective that is beyond the scope of the Services set forth in this SOW, then the parties agree to take the following steps:

1. A notice should be provided to the other party which describes the change requested. The following details should be provided as part of an official Change Request:
 - Change requested - Description of the scope change needed, including details on how the change relates to project objectives and the impact to the project if the change is not applied.
 - Estimated project impact - Estimated impact of the change to the project, including work effort, deliverables, and impact to the overall project timeline.
 - Estimated cost - Consolidated estimate which identifies additional costs to implement the change, including labor, hardware, software, or other expenses.
2. If the Change Request is acceptable to both parties, then it should be executed by representatives for both Koa Hills and Customer. Once this is complete, work on the Change Request can be started. Any additional costs will be billed according to rates established in section 8.

8 Project Implementation Costs

8.1 ERP Implementation Costs

Professional Services <i>Project Management and Training and Support Services</i>			
Task Description	Hours/Qty	Rate	Cost
ERP Project Management for 24 months - Finance, HCM, and UB	24	\$8,100	\$194,400
ERP Training and Documentation	150	\$190	\$28,500
ELM Subscription (Koa Hills Hosted) 24 months - Subsequent years will be \$5,000 per year	24	\$400	\$9,600
Total Estimated Cost of Project (Does not include travel)			\$232,500
Consultant Travel Estimate (Optional)			
Airfare			\$650
Vehicle/Fuel			\$350
Lodging			\$500
Meals			\$285
Cost per Trip			\$1,785
Number of Trips			4
Total Estimated Cost of Travel Expenses (Optional)			\$7,140
Total Estimated Cost of Project Including Travel			\$239,640



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Staff Presentations

Item Number: D.20

TITLE:

Measure C Sales Tax Implementation

RECOMMENDATION:

1. Approve Resolutions and associated documents to instruct the California Department of Tax and Fee Administration to collect an additional 0.75% sales tax as approved by Measure C.
2. Authorize the City Manager to execute an amendment to the agreement with Hinderliter de Llamas and Associates to add \$2,400 per year for reporting and auditing services fee in relation to Measure C pursuant to El Segundo Municipal Code Chapter 1-7A.
3. Appropriate \$175,000 to budget line item 001-400-2901-6206 (Contractual Services) for the California Department of Tax and Fee Administration's implementation cost.
4. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

The one-time fee for California Department of Tax and Fee Administration (CDTFA) to implement the tax collection of \$175,000 was not budgeted in FY 2024-25 and would require City Council to appropriate the additional funding. This fee will be charged by CDTFA regardless of the outcome of the County's sales tax in the November election, which if it fails, would suspend the City's collection of Measure C sales tax.

Amount Budgeted in FY 2024-25: \$0

Additional Appropriation: \$175,000

Account Number(s): 001-400-2901-6206 (General Fund contractual services)

Additionally, no budgetary changes are needed regarding the increased sales tax due to Measure C since implementing Measure C hinges on the outcome of the LA County

Measure C Sales Tax Implementation

August 20, 2024

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homeless measure in November. If the homeless measure is passed by the voters, staff will bring back the necessary revenue changes during the FY 2024-25 Mid-Year budget. Furthermore, staff is recommending an amendment to the City's agreement with Hinderliter de Llamas and Associates (HDL) by \$2,400 per year, plus audit recovery fees. These cost will be absorbed in the Finance Department's operating budget.

BACKGROUND:

On April 10, 2018, 83% of the voters of the City of El Segundo approved Measure C, Ordinance No. 1566, authorizing the imposition of a three-quarter cent (0.75%) Transaction and Use Tax (Sales Tax), to become effective once another taxing entity, in this case the County of Los Angeles, places a new or increased retail transactions and use tax on the ballot seeking voter approval. It was announced on June 18, 2024 that the Affordable Housing, Homelessness Solutions and Prevention Now measure has qualified for the November 2024 ballot. This measure would repeal and replace the Measure H quarter-cent (0.25%) sales tax and replace it with a permanent half-cent (0.50%) tax, thus increasing sales taxes in the County by 0.25%. This measure has triggered the activation of the City's Measure C to be able to collect an additional three-quarter cent (0.75%) Transaction and Use Tax (Sales Tax). The table below provides the Sales Tax Breakdown:

District	Current Rate	Measure C Rate
California	6.00%	6.00%
Los Angeles County	3.50%	3.75%
El Segundo	0.00%	0.75%
Total	9.50%	10.50%

State law provides that the combined rate of all sales taxes imposed by local taxing authorities in any county (including the county itself and cities within the county) may not exceed 2 percent. (Rev. & Tax Code 7251.1.) That, together with other state laws, effectively caps the total permissible sales tax rate within a county at 10.25 percent. However, AB 1679 (2023) authorized the County of Los Angeles to impose a sales tax of no more than 0.50 percent (to fund homeless prevention efforts) that, in combination with other sales taxes, may exceed the 2 percent cap on locally imposed sales taxes. The net effect of AB 1679 was to increase the cap on local sales taxes in Los Angeles County from 2.00% to 2.25% (Rev. & Tax Code 7286.01). Accordingly, the maximum permissible total sales tax in Los Angeles County is now 10.50%.

DISCUSSION:

The implementation of the Measure C tax could generate approximately \$9 million in additional Sales Tax revenue for the City. If implemented, the City's overall Sales Tax will be approximately \$25 million, making it the largest General Fund revenue source.

Measure C Sales Tax Implementation

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These funds can be used for general municipal services, for example, Police and Fire Services, Senior Citizen Services, Recreation Services and Street Maintenance. While the City budget is currently balanced, there are challenges ahead over the next several years with increased pension costs, various large CIP projects, and other deferred maintenance costs throughout the City. The availability of these additional funds would give the City greater flexibility in meeting the Strategic Plan goals set forth by the City Council.

In order for the CDTFA to implement the collection of the new tax rate, the City needs to complete several forms containing Instructions, Agreements and Resolutions which authorize the CDTFA to collect the tax and remit to the City. The one-time fee for CDTFA to implement the tax collection is \$175,000, regardless of the outcome of the November election. This cost was not budgeted in the FY 2024-25 and would require Council to appropriate the additional funding.

CDTFA will only make changes to local sales tax collection activities on a quarterly basis and requires significant advance notice before implementing any such changes. The soonest that CDTFA could begin collecting the Measure C tax is January 1, 2025. In order to begin collection of the tax on that date, the City must complete and return all of the required forms to CDTFA no later than September 6, 2024.

If the County measure fails, Measure C requires the City to again suspend collection of the tax (ESMC 3-8-14(D)). However, even if the City were to request that CDTFA suspend collection of the tax immediately after the November election results are certified, CDTFA would be unable to do so and the Measure C tax would nevertheless become effective on January 1, 2025. If CDTFA is directed to suspend the Measure C tax in November, the suspension would not become effective until April 1, 2025.

In addition to approval of the necessary CDTFA forms, staff is requesting the Council's approval to amend the HDL contract by \$2,400 per year, plus audit recovery fees for tracking Measure C sales tax, separate from the City's general Sales Tax revenues. HDL's services will only be billed if Measure C is implemented.

CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Dino Marsocci, Revenue Manager/Deputy Treasurer

REVIEWED BY:

Paul Chung, Chief Financial Officer

Measure C Sales Tax Implementation

August 20, 2024

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APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. City Preparatory Agreement
2. City Administration Agreement
3. City Resolution to Execute Agreements
4. City of El Segundo Ordinance 1566 and Election Results
5. Contact Form for All Communications
6. District Updated Resolution for Examination of Confidential Records
7. HDL El Segundo Second Amend - TT Measure C
8. Designation Letter
9. Contact Form For Notifications Appeals
10. Media and Registration Request Form

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of El Segundo, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at jsservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jsservices@cdtfa.ca.gov or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of El Segundo – Attn:CFO
350 Main Street
El Segundo, CA 90245

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF El Segundo

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

(Typed Name)

(Title)

**AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of El Segundo has adopted, and the voters of the City of El Segundo (hereafter called "City" or "District") have approved by the required majority vote, the City of El Segundo Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 1566, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES**

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion

of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of El Segundo – Attn: CFO

350 Main Street

El Segundo, CA 90245

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on October 1, 2024. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF _____

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

(Typed Name)

(Title)

SAMPLE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF

THE CITY OF El Segundo

AUTHORIZING (City Official) TO EXECUTE

**AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE
TAX.**

WHEREAS, on (Date), the City Council approved Ordinance No. _____ amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

Whereas, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of El Segundo that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the (City Official) is hereby authorized to execute each agreement.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of El Segundo held on (Date), by the following vote, to wit:

AYES: _____

NOES: _____

ABSENT: _____

DATED: _____

ATTEST: (s) _____
City Clerk

(s) _____
Mayor

ORDINANCE NO. 1566

PROPOSITION AUTHORIZING IMPOSITION OF A THREE-QUARTER CENT TRANSACTIONS AND USE TAX (SALES TAX) TO FUND GENERAL MUNICIPAL SERVICES, INCLUDING, WITHOUT LIMITATION, POLICE AND FIRE SERVICES, RAPID RESPONSE TO EMERGENCIES, SERVICES TO SENIOR CITIZENS, RECREATION FIELDS AND SERVICES AND MAINTENANCE AND REPAIR OF CITY STREETS AND LANDSCAPING TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION.

The people of the city of El Segundo do ordain as follows:

SECTION 1: A new Chapter 3-7 is added to Title 3 of the El Segundo Municipal Code ("ESMC") to read as follows:

"Chapter 7. Transactions and Use Tax

3-7-010: **TITLE.** This Chapter is entitled the "El Segundo Transactions and Use Tax." The term "City," as used within this Chapter, is the city of El Segundo. This Chapter is applicable in the incorporated territory of the City.

3-7-020: **OPERATIVE DATE.** "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Chapter, the date of such adoption being as set forth below.

3-7-030: **PURPOSE.** This Chapter is adopted to achieve the following, among other purposes, and directs that its provisions be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 of the Revenue and Taxation Code which authorizes the City to adopt this Chapter which becomes operative if a majority of the electors voting on the ballot measure approving the Chapter vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt retail transactions and use tax regulations that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

- C. To adopt retail transactions and use tax regulations that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3-7-040: **CONTRACT WITH STATE.** Before the operative date, the City must contract with the State Board of Equalization to perform all functions incident to the administration and operation of this Chapter; provided, that if the City has not contracted with the State Board of Equalization before the operative date, it must nevertheless so contract and in such a case the operative date is the first day of the first calendar quarter following the execution of such a contract.

3-7-050: **TRANSACTIONS TAX RATE.** For the privilege of selling tangible personal property at retail, a transaction tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.75% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3-7-060: **PLACE OF SALE.** For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated is determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3-7-070: **USE TAX RATE.** A use tax is imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 0.75% of the sales price of the property. The sales price includes delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3-7-080: **ADOPTION OF PROVISIONS OF STATE LAW.** Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are adopted and made a part of this Chapter as though fully set forth.

3-7-090: **LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES.** In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City will be substituted. However, the substitution is not made when:
 - 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;
 - 2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Chapter.
 - 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 - 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "City" is substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203 of the Revenue and Taxation Code.

3-7-100: **PERMIT NOT REQUIRED.** If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit is not required by this Chapter.

3-7-110: **EXEMPTIONS AND EXCLUSIONS.**

- A. There is excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 - 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 - 2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City is satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
 - b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 - 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into before the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease before the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property is deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into before the operative date of this ordinance.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease before the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property is deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City is not required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, without limitation, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
 7. "A retailer engaged in business in the City" also includes any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer is required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- D. Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3-7-120: **AMENDMENTS.** All amendments subsequent to the effective date of this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, automatically become a part of this Chapter, provided however, that no such amendment operates so as to affect the rate of tax imposed by this ordinance.

3-7-130: **ENJOINING COLLECTION FORBIDDEN.** No injunction or writ of mandate or other legal or equitable process may issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3-7-140: **AUTOMATIC SUSPENSION, IMPLEMENTATION.** The taxes authorized by this chapter are subject to the following:

- A. For purposes of this Section, the term “district” has the meaning set forth in Revenue and Taxation Code § 7252 to the extent such a district may have taxing powers within the City’s jurisdiction under applicable law. For example, and without limitation, the County of Los Angeles is a district for purposes of this Section.
- B. The City will suspend collection of the taxes authorized by this chapter so long as a district does not place a measure on the ballot seeking voter authorization for a new or increased retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Sections 7285 or 7285.5 of Part 1.7 of Division 2 of the Revenue and Taxation Code.
- C. Should a district place a transaction and use tax measure on the ballot as contemplated by Subsection B, then the City will promptly commence collection of the taxes authorized by this chapter.
- D. Should a ballot measure contemplated by Subsection C fail to become effective then, notwithstanding any other provision of this chapter, the City will suspend collection of the taxes authorized by this chapter.
- E. Nothing in this Section is intended to, nor will it, limit the number of times the City may suspend or implement tax collection authorized by this chapter based upon the actions contemplated in Subsections B through C.
- F. Revenue from any taxes collected between the time periods contemplated by Subsections B through D may be retained by the City for general purposes and need not be refunded.

3-7-150: **SUSPENSION OR REDUCTION.** Nothing in this Chapter requires the City Council to collect a tax; the city council may suspend or reduce tax rates imposed by this chapter by resolution after a public hearing.

3-7-160: **CITY COUNCIL AUTHORITY TO AMEND.** Except for amendments that would increase the tax rate, impose the tax on transactions and uses not previously subject to the tax, or be inconsistent with the purposes of this chapter, the City Council may exercise all applicable powers set forth in the Government Code including, without limitation, amending this chapter by ordinance upon three affirmative votes by its members. It may, in additional, adopt by ordinance or resolution such additional regulations that may be necessary to implement the purposes of this chapter.”

SECTION 2: Environmental Analysis. This Proposition is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 2100, et seq., “CEQA”) and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in

a potentially significant physical impact on the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a “project” that requires environmental review (see specifically 14 CCR § 15378(b)(4-5)).

SECTION 3: Continuity. Repeal of any provision of the El Segundo Municipal Code does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

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

SECTION 5: Validity of Previous Code Sections. If this the entire Ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal of the ESMC or other regulation by this Ordinance will be rendered void and cause such ESMC provision or other regulation to remain in full force and effect for all purposes.

SECTION 6: Voter Approval. This Proposition will enact and impose a general tax. Accordingly, it will be submitted to a general election on April 10, 2018 for voter approval. If a majority of voters vote in favor of this Proposition, it will become valid and binding on the date that the City Council certifies the election results. Should the provisions of Government Code §§ 53720 *et seq.* or California Constitution Article XIIC be repealed or amended, or interpreted by the courts so that voter approval is not required for enacting this Ordinance, then this Ordinance will take effect as provided for all other City ordinances and may be amended in the same manner as all other City ordinances.

SECTION 7: Miscellaneous.

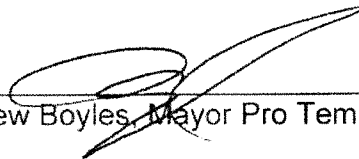
- A. This Proposition must be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Proposition is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Proposition. The voters declare that this Proposition, and each section, sub-section, sentence, clause, phrase, part, or portion thereof, would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Proposition is held invalid as applied to any person or circumstance, such invalidity does not affect any application of this Proposition that can be given effect without the invalid application.

- B. If any portion of this Proposition is held by a court of competent jurisdiction to be invalid, we the People indicate our strong desire that: (i) the City Council use its best efforts to sustain and reenact that portion, and (ii) the City Council implement this Proposition by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Proposition, and then adopting or reenacting such portion as necessary or desirable to permit the planning and development of the Project.
- C. This Proposition must be broadly construed in order to achieve the purposes stated in this Proposition. It is the intent of the voters that the provisions of this Proposition be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Proposition.

SECTION 8: The Mayor will sign this Ordinance and the City Clerk will attest and certify to the passage and adoption of this Ordinance if a majority of the voters voting in the City's general election on April 10, 2018 approve the proposition asking whether the voters approve this Ordinance.

SECTION 9: Pursuant to Revenue and Taxation Code § 7265, this Ordinance will become operative on the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance.

ADOPTED BY THE ELECTORATE AT THE GENERAL MUNICIPAL ELECTION HELD APRIL 10, 2018.



 Drew Boyles, Mayor Pro Tem

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 foregoing Ordinance No. 1566 was duly and regularly passed, approved, and adopted by the electors of the City of El Segundo, California, at the General Municipal Election held in said City on Tuesday, the 10th day of April, 2018, and that it was so passed and adopted by the following vote at said election to wit:

	Machine Tally	Hand Tally	Difference**
"YES,"	467	470	3
"NO,"	91	93	2

**Difference is related to a ballot over marked or under marked.

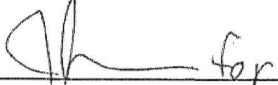
ORDINANCE NO. 1566
 PAGE 9 of 10

And that, therefore, more than a majority of the electors voting upon the adoption of said ordinance having voted in favor thereof, the said ordinance shall accordingly become effective according to its terms and as provided by law.



Tracy Weaver, City Clerk

APPROVED TO FORM:



Mark D. Hensley, City Attorney

LOCAL REVENUE BRANCH – CONTACT FORM

Please complete and return this form to our office any time there is a change of information to ensure our records are always up to date. Thank you!

City/County: _____

Please check one: Local Tax Transactions and Use Tax Mobile Telephony Surcharge

All legal correspondence should be mailed to the following address:

Jurisdiction: _____

Name: _____ Position Title: _____

Address: _____

Phone: _____ Email: _____

Financial correspondence should be mailed to the following address:

Note: Confidential information may be sent only to positions authorized by resolution

Jurisdiction: _____

Name: _____ Position Title: _____

Address: _____

Phone: _____ Email: _____

Paper warrants (if issued) and monthly/quarterly statements should be mailed to the following address:

Jurisdiction: _____

Name: _____ Position Title: _____

Address: _____

Phone: _____ Email: _____

General Office Contact—for general information and reminders:

Jurisdiction: _____

Address: _____

Phone: _____ Email: _____

Completed by:

Print Name: _____

Signature: _____

Position Title: _____ Date: _____

Instructions for Completing District Resolution:

1. Complete spaces marked in blue or red font. Remove brackets and change font to black ink before finalizing the draft of the resolution.
 2. **Section 1:** List all authorized position titles that need access to confidential sales or transactions and use tax records. Remember only those positions named in the resolution are allowed to receive or examine confidential sales or transactions and use tax information provided by the Department. The District may not disclose any confidential information to any person who has not been authorized by the resolution or letter of designation. You should consider authorizing position titles rather than individual names to account for personnel changes.
 3. **Section 1:** The resolution may grant authority to an authorized position title to designate other officers or employees by a written designation notice (a sample can be provided). Using the designation option avoids the need for a new resolution to add or delete authorized personnel when it becomes desirable.
 4. **Section 2:** For Section 2, select one of the two options. If the District only plans to use the sales or transactions and use tax information for purposes related to the collection of sales or transactions and use taxes by the Department, use option 1. If the District plans to also use it for additional governmental purposes (other than the routine review of records for accuracy of local tax allocation), use option 2 and list those other governmental functions. Do not list authorized position titles as governmental functions. Examples of government functions include, but are not limited to, Budget Planning, Economic Development, Transportation Planning, etc. Revenue and Taxation Code section 7056(b)(2) requires local entities to list in their resolution any other governmental functions for which the sales or transactions and use tax information will be used. Otherwise, the confidential information may only be used for purposes related to the collection of sales or transactions and use taxes by the Department.
 5. **Section 3: Include in resolution only if applicable.** Use Section 3 if the District has contracted with a representative to examine the District's sales or transactions and use tax information for purposes related to the collection of sales or transactions and use taxes by the Department. Only representatives designated in the District's resolution may access or examine the District's sales or transactions and use tax information. The District must also have a contract with that representative that provides authorization to examine all of the sales or transactions and use tax records of the Department pertaining to the ascertainment of those sales or transactions and use taxes collected for the District, and includes all of the conditions required by Revenue and Taxation Code section 7056(b)(1).
 6. **Section 3:** Use only if Option 2 was selected in Section 2.
 7. **Section 4: Include in resolution only if applicable.** Use Section 4 if the District has hired a new representative, but has a prior representative that still needs access to the District's sales or transactions and use tax information for a particular taxpayer(s) only to continue to represent the District in a petition or appeal due to an outstanding contract, etc.
 8. **Section 5:** Rescind prior resolutions, unless there are circumstances where separate resolutions are necessary.
-

RESOLUTION NO. _____

A Resolution of City Council of the City of El Segundo Authorizing Examination of Sales or Transactions and Use Taxes Records

WHEREAS, pursuant to Ordinance Number 1566 of City of El Segundo (City), and Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of El Segundo deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL SEGUNDO HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Chief Financial Officer, City Manager, Deputy City Manager, Treasury & Customer Services Manager, Community Development Director, Management Analyst (Finance), and Finance Manager, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- (a) Business license tax administration
- (b) Budget planning and revenue management
- (c) Transportation planning
- (d) Community and economic development
- (e) City administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter de Llamas and Associates is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and the Hinderliter de Llamas and Associates:

- a) has an existing contract with the City to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

Section 4. The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in Section 2 of this Resolution.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 20__.

Drew Boyles, Mayor

Attest:

Tracy Weaver, City Clerk

Approved as to form:

Mark D. Hensley, City Attorney

I, _____, [Title] of City of El Segundo of El Segundo, California,
DO HEREBY CERTIFY that the foregoing resolution was duly passed, approved and adopted by the

City Council of the City of El Segundo, at a regular meeting of said Council held on the _____ day of _____, 20____, by the following roll-call vote:

Ayes: (Names of Board Members)

Noes: (Names of Board Members)

Absent: (Names of Board Members)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of El Segundo, California, this ____ day of _____ 2024.

Tracy Weaver, City Clerk

**CITY OF EL SEGUNDO
SECOND AMENDMENT TO
AGREEMENT FOR USE AND TRANSACTIONS TAX SERVICES**

This Second Amendment to that certain Agreement (“Agreement”) for Use and Transactions Tax Services (“Second Amendment”), dated as of April 1, 2004, is entered into on the ___ day of August, 2024, by and between the City of El Segundo (“City”) and Hinderliter de Llamas and Associates, a California corporation (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

1. AMENDMENTS.

- 1.1 The Parties desire to amend the Agreement to include consultation services associated compensation rates for the City’s Transaction and Use Tax known as “Measure C,” pursuant to Agreement Section 33 (Authority/Modification).
- 1.2 The scope of services set forth in Agreement Exhibit “A,” as referenced in Agreement Section 2 (Scope of Services) is augmented to include the additional services set forth in Attachment 1 to this Second Amendment, which is incorporated by reference.
- 1.3 Section 5 (Payments) is amended to include the fee rates set forth in Attachment 1 to this Second Amendment.

2. COUNTERPARTS; SIGNATURES.

- 2.1 This Second Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
- 2.2 In accordance with Government Code §16.5, the Parties agree that this Second Amendment will be considered signed when the signature of a Party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.
- 2.3 Consultant warrants that its signatory (or signatories, as applicable) to this Second Amendment has the legal authority to enter this Second Amendment and bind Consultant accordingly.

- 3. REMAINING PROVISIONS OF AGREEMENT.** Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

HINDERLITER DE LLAMAS & ASSOC.

By: _____

By: _____
Robert Gray, Vice President

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. 33-0008507

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

Joaquin Vazquez, Assistant City Attorney

ATTACHMENT 1

SERVICES

1. Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 1.1. Consultant shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure “C” District boundaries holding a seller’s permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.
- 1.2. Consultant shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.
- 1.3. Consultant shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on transactions and use tax questions.
- 1.4. Consultant shall make available to CITY Consultant’s proprietary software program and Measure “C” database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

2. Deficiency/Allocation Reviews and Recovery

- 2.1. Consultant shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the City. Reviews shall include:
 - 2.1.(a) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “C” City boundaries, and therefore subject to transactions tax.
 - 2.1.(b) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the City boundaries.
 - 2.1.(c) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
 - 2.1.(d) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “C” Transactions Tax District.
- 2.2. Consultant will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY’s relations with the business community.
- 2.2. Consultant shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

3. Consulting and Other Optional Services

Consultant may from time to time in its sole discretion, consult with City’s staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax, (ii) utilization of reports to enhance business license collection efforts, (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales, use or transactions tax revenue-related matters.

FEES

4. Transactions Tax and Economic Analysis/Forecasting Services/Reports

- 4.1. Fees shall be paid **\$200** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.
- 4.2. Consultant may change the non-hourly Fees established above once a year. Any such change must be with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

5. Allocation and Audit Recovery Services

- 5.1 Fees shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the City because of audit and recovery work performed by Consultant, (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by City or Consultant to be increment attributable to causes other than Consultant's work pursuant to this agreement. In the event, Consultant is responsible for an increase in the tax reported by businesses already properly making tax payments to the City, it shall be Consultant's responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. Consultant shall provide City with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

6. Consulting and Other Optional Services

- 6.1. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates: (i) Principal - \$325; (ii) Programmer - \$295; (iii) Senior Analyst - \$245; and (iv) Analyst - \$195.
- 6.2. Consultant may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City will be given.

7. General Provisions Relating to Fees

- 7.1. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by City.
- 7.2. Fees will be invoiced monthly to City for Services performed during the prior month. To the extent that Consultant has commercially reasonable means to do so, Fees will be netted out of City's monthly revenue disbursement.

8. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

- 8.1. Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et.seq
- 8.2. Consultant is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.

- 8.3. Consultant is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.
- 8.4. Consultant is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

9. Software Use and Proprietary Information

Software Use. Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be de-activated.

Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.

Sample Designation Letter

(Return designation letter on your jurisdiction's letter head)

Should not need right now since designated in step 7 DM

Date: _____

CA Department of Tax and Fee Administration
Local Revenue Branch
Attn: Warrant Desk
450 N Street, MIC: 27
Sacramento, CA 95814

Subject: City of El Segundo **(Jurisdiction Name)** **(Jurisdiction Number)**

Authorization to Review Confidential Sales and Use Tax and Transactions and Use Tax Information per Section 7056 of the Revenue and Taxation Code.

Dear Ms. Anh Huang:

Resolution No. _____, Section _____, authorizes the City Manager **(officer/employee title authorized by resolution to designate)** to designate in writing to the CA Department of Tax and Fee Administration other officers and/or employees of the jurisdiction with authority to receive and examine sales and use tax records for the jurisdiction.

Accordingly, **(employee title(s) only)** for the **(Jurisdiction Name)** is hereby authorized to receive and review sales or transactions and use tax records for the **(Jurisdiction Name)** from the CA Department of Tax and Fee Administration.

Sincerely,

(Name and Title of officer/employee authorized to designate)

JURISDICTION CONTACT FORM

NOTIFICATIONS & APPEALS

City/County: _____ Tax Area Code: _____ Sales and Use Tax / Transactions & Use Tax

Pursuant to Revenue and Taxation Code § 7056, you may select only officers and employees authorized by Resolution or letter of designation to examine the Department's tax records for your Jurisdiction. If the officer or employee's title has not yet been formally authorized, please include a designation letter. See attached sample designation letter.

Primary Contact

Title of Authorized Officer/Employee

Name of Authorized Officer/Employee

Mailing Address

City, State, Zip

Phone

Fax

Email

It is recommended, if possible, that you use an Email address that coincides with the authorized position title. For example: citymanager@cityof____.gov.

Secondary Contact

Title of Authorized Officer/Employee

Name of Authorized Officer/Employee

Mailing Address

City, State, Zip

Phone

Fax

Email

It is recommended, if possible, that you use an Email address that coincides with the authorized position title. For example: citymanager@cityof____.gov.

DEPARTMENT USE ONLY

Pursuant to Section 7056(b), this form is ineffective unless signed by one of the following (boxes checked):

City/County Administrator Administrative Officer City/County Controller

_____(Specify)

Print Name: _____

Title: _____

Signature: _____ **Date:** _____

Return this form by e-mail to: JServices@cdfa.ca.gov

QUESTIONS: CALL THE WARRANT DESK AT (916) 309-5802

Note: Titles held by more than one employee need to be made a unique identifier for function. For example: Accountant II (Revenue Desk)

REGISTRATION/ALLOCATION MEDIA REQUEST

Please complete Sections I, II, & III, and forward this form to the address at the bottom of this page.

Department Use Only

Juris. I.D. # _____.

Resolution verified: YES___ NO ___

Update_____

By_____

IMPORTANT: Each jurisdiction must have a resolution on file with the California Department of Tax and Fee Administration (CDTFA) to examine allocation and/or registration data. A sample resolution is included in Publication 28 which is available on our Website www.boe.ca.gov/pdf/pub28.pdf or by calling the Department's Local Revenue Branch at (916) 309-5800.

SECTION I: MEDIA RECIPIENT CONTACT INFORMATION

(If the name/position below is not authorized by resolution or letter of designation, this form Must be signed by a position authorized by resolution to designate other officials or employees) County City District (add-on)

Your name: _____ Jurisdiction: _____

Title: _____ Tax Area Code: _____

Address: _____ Telephone: _____

City, State, Zip: _____ FAX: _____

E-Mail Address _____

SECTION II: REGISTRATION DATA REQUEST (List of name, address and CDTFA account number for each business)

A. Do you require a one-time registration listing (Start-up) showing all sales and use tax accounts in your jurisdiction, Indicate yes or no: Yes No

SECTION III: ALLOCATION DATA REQUEST (List of local tax dollars distributed to your jurisdiction by CDTFA account number)

A. Do you wish to receive monthly allocation and registration media Indicate yes or no: Yes No

B. If you require prior period local tax data*, indicate the periods below:
(MMYY) From: _____ To: _____

***AVAILABLE HISTORY IS LIMITED TO PREVIOUS 36 MONTHS.**

Signed by individual (or designee) authorized by resolution to receive confidential CDTFA information:

(Print Name)

(Signature)

(Title)

(Date)

RETURN THIS FORM TO:

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION LOCAL
REVENUE BRANCH
450 N STREET MIC 27
PO BOX 942879
SACRAMENTO CA 94279-0027
FAX to (916) 324-3001

For assistance in completing this form, contact Harmeen Grewal at (916) 309-5883.



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Staff Presentations

Item Number: D.21

TITLE:

CalPERS FY 2023-24 Investment Performance

RECOMMENDATION:

1. Receive and file the report.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

There is no fiscal impact. CalPERS Unfunded Actuarial Liability (UAL) costs are included in the FY 2024-25 Adopted Budget.

BACKGROUND:

Over the last several years, the California Public Employees' Retirement System (CalPERS) has made significant changes to the assumptions used in the calculations of local agencies' pension liabilities. These changes have resulted in:

- Increased overall unfunded pension liability as the discount rate has been reduced from 7.5% to 7.0% (With a further reduction to 6.8% that went into effect on July 1, 2022; the discount rate, which is determined by investment returns, is 6.8% for FY 2024-25).
- Increases in annual payments due to CalPERS in earlier years followed by declining payments in later years due to the method of amortizing Unfunded Actuarial Liability (UAL) payments

The City has three CalPERS plans: 1) Safety Police; 2) Safety Fire; and, 3) Miscellaneous Employees Plan. Each plan's UAL is comprised of multiple "amortization bases" which have positive and negative amounts generated each year based on the performance of the CalPERS Investment Fund and changes in actuarial assumptions.

CalPERS FY 2023-24 Investment Performance

August 20, 2024

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Each amortization base has a separate payment schedule over a fixed period of years (up to 30 years for each). First, the current CalPERS actuarial methodology determines the annual employer payments. These payments made by agencies continue to increase each year while others decrease based on the current year's actual calculation. The City's use of Pension Trust funds helps to smooth these fluctuations for El Segundo. The second pension piece is the UAL or Unfunded Liability which for agencies that still have an UAL payment, those payments generally increase over time before they decline in future years and are paid off in the next 15 to 20 years.

A series of other forward-thinking actions taken by City Council over the past few years include: Reduced "Fresh Start" Amortization Period; Past additional discretionary UAL payments; Prepaid UAL payments; Creation of a Pension Trust Fund; Requiring "Classic" employees to pay their full "employee share," Adoption of formal UAL Policies; and, the Topgolf Revenue Allocation Policy.

DISCUSSION:

CalPERS Investment Performance for FY 2023-24

CalPERS reported a preliminary 9.3% gain for its latest fiscal year, one percentage point below its benchmark. Assets as of that date were valued at \$502.9 billion. The investment return outpaced the discount rate of 6.8%. It was also a notable improvement from the two most recent fiscal years, where investment returns were influenced by a variety of economic and geopolitical challenges. When using the preliminary net return of 9.3% to assess long-term obligations, the overall estimated funded status of the Public Employees' Retirement Fund (PERF) stands at 75%. The table below provides CalPERS's 1-year investment return as of June 30, 2024:

Asset Class	Net Rate of Return (in percent)
PERF	9.3
Public Equity	17.5
Income	3.7
Private Equity*	10.9
Real Assets*	-7.1
Private Debt*	17.0

**Private market asset valuations lag one quarter and are as of March 31, 2024.*

CalPERS FY 2023-24 Investment Performance

August 20, 2024

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Last year, CalPERS reported a preliminary net return of 5.8% on its investments for fiscal year 2022-23 and -6.1% net return for fiscal year 2021-22.

Preliminary total fund annualized returns for the five-year period ending June 30, 2024, stood at 6.6%; the 10-year period at 6.2%; and the 20-year period at 6.7%. The 30-year return rate rose slightly to 7.7%. Preliminary net returns are an early snapshot of the CalPERS portfolio. CalPERS investment and finance staff and outside experts will review the portfolio's performance in the next few months to determine the final fiscal year returns for fiscal year 2023-24. The ending value of the PERF for FY 2023-24 will be based on additional factors beyond investment returns, including employer and employee contributions, monthly payments to retirees, and various investment fees.

	Compound Annual Return				
	1 Year	5 Year	10 Year	20 Year	30 Year
June 30, 2024	9.30%	6.60%	6.20%	6.70%	7.70%
June 30, 2023	5.80%	6.10%	7.10%	7.00%	7.50%

How does this impact El Segundo

The 9.3% return from CalPERS does not have an immediate impact to the City.

Once CalPERS finalizes their net return in October, the fiscal year performance returns are used to set contribution levels for contracting counties, cities, and special districts for FY 2026-27 budget year. Under the current provisions of the CalPERS Asset Liability Management process, investment returns that exceed the established 6.8% discount rate require the Board of Administration to review whether to lower the rate for future years. This process is included in the CalPERS Funding Risk Mitigation Policy. At this time, for El Segundo, it's prudent to assume the City's UAL will be lowered, but the actual fiscal impact is unknown at this time. Staff will come back to Council once CalPERS informs the agencies on what fiscal impact would be for FY 2026-27.

It is also important to note that the City of El Segundo's pension fund's funded ratio is currently 90.3%. The funded ratio fluctuates depending on CalPERS annual fiscal year performance and how it compares to the discount rate of 6.8%. With the recent investment performance of 9.3% return for FY 2023-24, the City's funded ratio will increase, but it is too early to know what that funded ratio amount will be. The annual \$9.5 million payment on the Pension Obligation Bonds (POBs) represents a much lower recurring pension cost to the City than what would have been the case without the POBs. Without the POBs being issued, the annual pension payment would have ballooned up to approximately \$12.5 million to \$13 million annually. The City is still on pace to save approximately \$82 million in the next 16 years.

CalPERS FY 2023-24 Investment Performance

August 20, 2024

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CITY STRATEGIC PLAN COMPLIANCE:

Goal 5: Champion Economic Development and Fiscal Sustainability

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

PREPARED BY:

Paul Chung, Chief Financial Officer

REVIEWED BY:

Paul Chung, Chief Financial Officer

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



Library Board of Trustees Agenda Statement
Meeting Date: August 20, 2024
Agenda Heading: Committees, Commissions and Boards
Presentations
Item Number: E.22

TITLE:

Library Board of Trustees Presentation

RECOMMENDATION:

1. Receive and file an annual update from the Library Board of Trustees.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

Established on December 4, 1990, the Library Board of Trustees advises the City Council and the Recreation, Parks and Library Director on matters of library policy, administration, operations and services. The Board is composed of five members who are either residents or work in the City of El Segundo. Board members obtain public input, promote the library within the community and help with special initiatives.

In recent years the Library Board of Trustees has reviewed such projects as the Nanibah Chacon Mural, elimination of daily overdue library fines, the Book to Action events and more.

DISCUSSION:

The five members of the Library Board of Trustees meet on a bi-monthly basis at 6:00 p.m. on the second Tuesday of the month. They receive reports from Library staff, the Friends of the Library and the School District Librarian, and Board members review and approve operational recommendations. Over the course of the last year, the Board has approved a revision of the Library Board of Trustees bylaws, an update of the Library's Collection Development policy, an update of the Library's Rules of Conduct and they approved the change of weeknight closing hours. Among many more reports, the Board

Library Board of Trustees Presentation

August 20, 2024

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received information about the Library's Diamond Anniversary celebration, the new online catalog system migration and progress of the Building Forward infrastructure grant work.

CITY STRATEGIC PLAN COMPLIANCE:

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

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

Strategy B: Implement Diversity, Equity, and Inclusion (DEI) initiatives to cultivate representation and opportunities for all the members of the community.

PREPARED BY:

Mark Herbert, Library Manager

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

1. LBOT City Council Presentation (20 Aug 2024) (1)



El Segundo Library Board of Trustees

Presentation to City Council

20 August 2024





Board Composition & Meetings

- Current Board Members
 - Kristie Sherrill ~ President
 - Janice Merva ~ Vice President
 - Eric Hoffman ~ Secretary
 - Carol Ericson
 - Bonnie Yatabe
- Meetings
 - The Board meets every other month on the 2nd Tuesday at 6pm
 - Receives and discusses reports from Library Manager, ESUSD Librarian, *Friends of the Library*
- Following slides will review major topics / decisions from January 2023 to Present



2023 ~ Significant Topics / Decisions

- Updated Board of Trustee Bylaws were approved
 - Bylaws were revised to ensure consistency with other Boards that serve in an advisory capacity to the City Council
- Library Collection Development Policy was reviewed, updated and approved for review by City Attorney and eventual City Council approval
 - Last update was 1996
 - Intent was to address current trends in library acquisitions and to establish procedures for handling 'challenges' to books that are part of the collection
 - Emphasis in the final document was placed on intent to have books in the collection that address the broad range of perspectives, tastes and backgrounds in El Segundo
 - Anyone can reject for oneself materials that don't meet with their approval, but this does not give them the right to restrict others' freedom to read
 - Parents and legal guardians have the responsibility to monitor the use of Library materials



2024 ~ Significant Topics / Decisions

- Updated Rules of Conduct
 - Incorporated new methods for Library staff to deal with unacceptable customer behaviors
 - Provides for tiered responses to negative behavior
 - Staff and Board leveraged approach that was adopted by the Long Beach Public Library
 - New rules were recently used to successfully address two patrons causing problems
- Change of Operating Hours
 - Low Library utilization Monday – Thursday from 8pm – 9pm
 - Following study and upon recommendation of Library Manager, approval of Department Head, City Manager and City Council, the Library Board approved changing closing time to 8pm
 - Shift has allowed staff to focus on additional programs and services including a second toddler story time and an ongoing bilingual story time



Other Items & Final Thoughts

- Other Items
 - Library joyfully celebrated its 75th Diamond Anniversary with a Jubilee in August of 2023
 - Library Staff successfully planned for and deployed a new modern catalog system (Polaris)
 - Infrastructure
 - Library Manager applied for and received a grant from the state of California to assist with the moisture intrusion on the south wall of the library & the upgrade of the elevator and HVAC systems
 - Replaced 30-year-old aquarium in the children's section with funding from *Friends of the Library*
- Final Thoughts
 - Library Manager and staff are true professionals, dedicated to serving the needs of the city and community and should be commended for their efforts
 - There is a robust and active set of events and engagements that supports the community and greatly contribute to making El Segundo such a wonderful place to live!



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Committees, Commissions and Boards
Presentations

Item Number: E.23

TITLE:

Recreation and Park Commission Update

RECOMMENDATION:

1. Receive and file the Recreation and Park Commission update.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

None.

BACKGROUND:

The City Council has set a policy to receive an annual update on the activities of all Committees, Commissions, and Boards. The Recreation and Parks Commission has existed for many years and meets monthly to discuss issues related to City parks and recreation programs and facilities.

DISCUSSION:

Recreation and Parks Commission Chairperson, Bob Motta, will provide an presentation to the City Council and will review accomplishments and current action items of the Commission.

CITY STRATEGIC PLAN COMPLIANCE:

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

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

Recreation and Park Commission Update

August 20, 2024

Page 2 of 2

PREPARED BY:

Chelsea Shafer, Sr. Administrative Specialist

REVIEWED BY:

Aly Mancini, Recreation, Parks and Library Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None



City Council Agenda Statement

Meeting Date: August 20, 2024

Agenda Heading: Mayor Boyles

Item Number: 24

TITLE:

Amendment to Agreement with Dr. Michael Stenstrom to Augment Scope of Services to Address Ongoing Issues With the Hyperion Facility

RECOMMENDATION:

1. Authorize the City Manager to amend the existing professional services agreement with Dr. Michael Stenstrom to include additional support to assist the City with managing Hyperion activities more directly and respond to all issues related to resident complaints.
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT:

Not included in the FY 2024-25 Adopted Budget. The estimated cost of this item is not to exceed \$75,000 per year.

No budget appropriation is requested at this time. If the City Council approves the recommendation to augment the Professional Services Agreement with Dr. Stenstrom, staff will come back during the FY 2024-25 mid-year budget process to request additional appropriations.

BACKGROUND:

On July 11, 2021, the City of Los Angeles Water Reclamation Plant (Hyperion) experienced a major sewage spill into the Pacific Ocean, and this unfortunate incident caused nearly catastrophic flooding of the facility. Critical equipment and motor vehicles were severely damaged, which caused a prolonged interruption in the treatment of the effluent, resulting in significant odor complaints and lack of full treatment. Since this incident, a number of abatement orders have been issued by the Southern California Air Quality Management District (SCAQMD). Further, Hyperion has installed an Air

Considering Augmenting the Professional Services Agreement with Dr. Stenstrom to Assist the City regarding Hyperion Activities and Issues
August 20, 2024
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Monitoring System along their eastern boundary, which provides the H2S concentration readings on the Hyperion website. Since this unfortunate incident, the residents of El Segundo have experienced odor issues which have been sustained to date, off and on.

DISCUSSION:

City staff has tried to work with Hyperion staff to establish a clear line of communication regarding odor-related nuisances and their causes, in an attempt to hold Hyperion more accountable for improving air quality, and establish a level of trust between the residents, City staff and Hyperion. Currently, the City staff depend on our residents and/or the SCAQMD to learn about incidents and equipment failures which cause these odor nuisances. The desired outcomes and accomplishments of the additional services to be provided by Dr. Stenstrom (via a sub-consultant) could include:

- Holding Hyperion more accountable
- Addressing the issues in a more efficient manner, and with better results
- Enhance air quality by reducing odor nuisance
- Better overall communication, improving advance notifications in a more timely manner regarding maintenance of facilities and/or equipment failure

It is to be noted that Dr. Stenstrom is intimately knowledgeable about the design, layout, and operation of Hyperion. A sub consultant to Dr. Stenstrom ("boots on the ground") could advocate on behalf of the City to drive resolutions to issues, concerns, and problems associated with complaints raised by City staff and residents. This person could also potentially encourage Hyperion to establish a Preventive Maintenance Plan focused on vulnerable components of the plant that need special attention to alleviate odor issues. In addition, this person could help Hyperion to comply with SCAQMD abatement orders. It is to be noted that without Hyperion's full cooperation, these efforts will not be successful.

It is to be expected that Dr. Stenstrom's sub-consultant would work directly with the City Manager and the Public Works Director up to six (6) hours per week.

CITY STRATEGIC PLAN COMPLIANCE:

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

Strategy A: Enhance proactive community engagement program to educate and inform the public about City services, programs, and issues.

**Considering Augmenting the Professional Services Agreement with Dr. Stenstrom to Assist the City regarding Hyperion Activities and Issues
August 20, 2024
Page 3 of 3**

PREPARED BY:

Elias Sassoon, Public Works Director

REVIEWED BY:

Elias Sassoon, Public Works Director

APPROVED BY:

Barbara Voss, Deputy City Manager

ATTACHED SUPPORTING DOCUMENTS:

None