AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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

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

MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 5, 2018 – 4:00 PM

4:00 P.M. SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.
SPECIAL ORDER OF BUSINESS:

1. Consideration and possible action to interview candidates of the Planning Commission, Recreation and Parks Commission, Environmental Committee and Arts and Culture Advisory Committee.
   (Fiscal Impact: None)
   Recommendation – 1) Interview candidates; 2) Announce appointment (s) at the 7:00 p.m., June 16, 2018 City Council meeting, if any; 3) Alternatively, discuss and take other possible action related to this item.

CLOSED SESSION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(d)(1): -1- matters


CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -2- matters.


DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -1- matters

1. Public Employee Review
   Position: City Manager
APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov't Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters
**AGENDA DESCRIPTION:**

Consideration and possible action to interview candidates of the Planning Commission, Recreation and Parks Commission, Environmental Committee and Arts and Culture Advisory Committee. (Fiscal Impact: $None)

**RECOMMENDED COUNCIL ACTION:**

1. Interview candidates;
2. Announce appointment (s) at the 7:00 p.m., June 16, 2018 City Council meeting, if any;
3. Alternatively, discuss and take other possible action related to this item.

**ATTACHED SUPPORTING DOCUMENTS:**

**FISCAL IMPACT:** None

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td></td>
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</tbody>
</table>

**STRATEGIC PLAN:**

<table>
<thead>
<tr>
<th>Goal:</th>
<th>1</th>
<th>Enhance Customer Service Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective:</td>
<td>1(b)</td>
<td>The City engages in regular, intentional information gathering</td>
</tr>
</tbody>
</table>

**ORIGINATED BY:** Mishia Jennings, Executive Assistant

**REVIEWED BY:**

**APPROVED BY:** Greg Carpenter, City Manager

**BACKGROUND AND DISCUSSION:**

<table>
<thead>
<tr>
<th>Candidate</th>
<th>Applying to: CCBs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Tesse Rasmussen (4:00 pm)</td>
<td>Recreation and Parks Commission</td>
</tr>
<tr>
<td>2. Thomas Stolnack (4:12 pm)</td>
<td>Recreation and Parks Commission</td>
</tr>
<tr>
<td>3. Eva Sweeney (4:24 pm)</td>
<td>Arts and Culture Advisory Committee – Incumbent</td>
</tr>
<tr>
<td>4. Natalie Strong (4:36 pm)</td>
<td>Arts and Culture Advisory Committee</td>
</tr>
<tr>
<td>5. Brian Mitchell (4:48 pm)</td>
<td>Arts and Culture Advisory Committee – Incumbent</td>
</tr>
<tr>
<td>6. Julie Rochefort (5:00 pm)</td>
<td>Environmental Committee</td>
</tr>
<tr>
<td>9. Mary Wagonblast (5:36 pm)</td>
<td>Planning Commission</td>
</tr>
<tr>
<td>10. Michelle Keldorf (5:48 pm)</td>
<td>Planning Commission</td>
</tr>
<tr>
<td>11. Vincent Marcis (6:00 pm)</td>
<td>Planning Commission</td>
</tr>
<tr>
<td>12. Paul Lanyi (6:12 pm)</td>
<td>Planning Commission (Phone Interview 310-686-0077)</td>
</tr>
<tr>
<td>13. James McCaulley (6:24 pm)</td>
<td>Planning Commission (Phone Interview 303-921-7465)</td>
</tr>
</tbody>
</table>
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 5, 2018 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Wes Harding, The Bridge Church

PLEDGE OF ALLEGIANCE – Council Member Brann
PRESENTATIONS

ROLL CALL

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

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

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

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to open the Public Hearing and receive testimony concerning adopting a Resolution approving new fees for aquatics programs and facility rentals at the El Segundo Aquatics Center (300 Duley Road) and the Urho Sari Swim Stadium (219 W. Mariposa Ave.).

   (Fiscal Impact: Estimated Annual Revenue of $541,500+)

   Recommendation – 1) Open the public hearing and hear testimony regarding the proposed fees for the El Segundo Aquatics Center and the Urho Sari Swim Stadium; 2) Close the public hearing and adopt the proposed Resolution approving the new fee schedule; 3) Alternatively, discuss and take other possible action related to this item.

C. UNFINISHED BUSINESS
2. Consideration and possible action related to Special Event Permit Application from Huck Street Productions, for utilizing The Lakes at El Segundo Golf Course and Driving Ranges for the purposes of hosting a Craft Beer & Music Festival.
(Fiscal Impact: Not less than $12,500 in Revenue to the Golf Course Fund)
Recommendation – 1) Review Department conditions and approve the Special Event Permit Application; 2) Alternatively, discuss and take other possible action related to this item.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

3. Warrant Numbers 3021188 through 3021433 and 9000411 through 9000451 on Register No. 16 in the total amount of $2,069,595.74 and Wire Transfers from 5/7/18 through 5/27/18 in the total amount of $3,205,173.36.
Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

Recommendation – 1) Approval

5. Consideration and possible action regarding approval of an amendment to the Robert Half International, Inc. (dba Accountemps) agreement number 4810 for temporary staffing in the Departments of Information Systems, Human Resources, and Finance.
(Fiscal Impact: $200,000.00)
Recommendation – 1) Authorize City Manager to execute an agreement amendment, in a form approved by the City Attorney, with Accountemps, for additional temporary staffing; 2) Alternatively, discuss and take other possible action related to this item.
6. Consideration and possible action regarding adoption of a Resolution appointing City Council Mayor, Drew Boyles, City Council Member Chris Pimentel, and Director of Finance, Joseph Lillio, to serve as board member, alternate board member, and substitute alternate board member, respectively, on the Independent Cities Risk Management Association (ICRMA) governing board. 
(Fiscal Impact: None)
Recommendation – 1) Adopt attached resolution appointing City Council Mayor, Drew Boyles, City Council Member Chris Pimentel, and Director of Finance, Joseph Lillio, to serve as board member, alternate board member, and substitute alternate board member, respectively; 2) Alternatively, discuss and take other possible action related to this item.

7. Consideration and possible action regarding the acceptance of grant funding from the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate (DHS) under Fiscal Year 2016 Urban Area Security Initiative Grant Program (UASI) to pursue an extension to the contract for the Regional Training Group Intelligence Chief and professional services contract with Counter Risk. 
(Fiscal Impact: $139,125)
Recommendation – 1) Authorize the acceptance of $139,125 in grant funds from the UASI 2016 grant program and allow for Amendments as outlined in subsection 3.12 of the Sub-recipient agreement; 2) Authorize the City Manager to sign the Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with Michael T. Little dba Counter Risk, Inc.; 3) Authorize an increase of the blanket purchase order by $139,125 to enable the Fire Department to receive the services provided by Michael T. Little dba Counter Risk, Inc.; 4) Authorize and approve additional appropriation to expense account 124-400-3785-6214; 5) Alternatively, discuss and take other possible action related to this item.

F. NEW BUSINESS

8. Consideration and possible action to approve new part-time classifications of Lifeguard and Senior Lifeguard, for the purposes of clearly defining the roles, responsibilities and minimum qualifications for these positions and designating an hourly pay rate commensurate with the responsibilities of the positions. 
(Fiscal Impact: Estimated $48,800 Annually)
Recommendation – 1) Approve the part-time classifications and job descriptions of Lifeguard and Senior Lifeguard; 2) Approve the proposed hourly pay rate schedule for Lifeguard and Senior Lifeguard; 3) Alternatively, discuss and take other possible action related to this item.
9. Consideration and possible action on two proposed ordinances which would prohibit loud and unruly gatherings and gatherings where underage drinking or illegal drug use occurs and provide a means for the City to hold responsible persons liable by imposing civil penalties and, for repeat offenders, holding them accountable for enforcement response costs associated with responding to recurring nuisances.  
(Fiscal Impact: Unknown at this time)
Recommendation – 1) Introduce Ordinance No. XXX regarding prohibiting hosting, permitting or allowing gatherings at which minors are consuming alcoholic beverages or using drugs illegally, and Ordinance No. YYY regarding prohibiting loud and unruly gatherings and permitting the City to recover enforcement costs associated with responding to recurring nuisances; 2) Provide direction to staff regarding desired fine amounts, as described below; 3) Schedule second reading and adoption of both Ordinances for June 19, 2018; 4) Alternatively, discuss and take other possible action related to this item.

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

10. Consideration and possible action regarding Council consensus to cancel the July 3, 2018 City Council Meeting.  
(Fiscal Impact: None)
Recommendation – 1) Approve cancellation of the July 3, 2018 City Council Meeting; 2) Alternatively, discuss and take other possible action related to this item.

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Pimentel –

Council Member Nicol –
Council Member Brann –

Mayor Pro Tem Pirsztuk –

Mayor Boyles –

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MEMORIALS –

CLOSED SESSION
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REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 5.30.18

TIME: 2:30 pm

NAME: (Grace Weaver)
EL SEGUNDO CITY COUNCIL

MEETING DATE: June 5, 2018

AGENDA ITEM STATEMENT

AGENDA HEADING: Special Orders of Business

AGENDA DESCRIPTION:
Consideration and possible action to open the Public Hearing and receive testimony concerning adopting a Resolution approving new fees for aquatics programs and facility rentals at the El Segundo Aquatics Center (300 Duley Road) and the Urho Sari Swim Stadium (219 W. Mariposa Ave.). (Fiscal Impact: Estimated Annual Revenue of $541,500+)

RECOMMENDED COUNCIL ACTION:
(1) Open the public hearing and hear testimony regarding the proposed fees for the El Segundo Aquatics Center and the Urho Saari Swim Stadium;
(2) Close the public hearing and adopt the proposed Resolution approving the new fee schedule; and/or
(3) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
(1) Proposed Fees
(2) Benchmarking Data
(3) Five-Year Projected Profit & Loss Summary for El Segundo Aquatics Center (October 2, 2017)
(4) Resolution including Exhibit A, Schedule of Proposed Fees

STRATEGIC PLAN:
Goal: 5b El Segundo approaches its work in a financially strategic and responsible way.
Objective: 2 The City will maintain a stable, efficient, and transparent financial environment.

FISCAL IMPACT: Estimated Annual Revenue of $541,500+
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Meredith Petit, Director of Recreation and Parks
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:
As the Recreation and Parks Department prepares to open the new El Segundo Aquatics Center, it is important to adopt a fee schedule for Drop-In Programs and Pool Rentals. Staff and Isaac Sports Group has collaborated to analyze the projected usage, collect data from other similar facilities, and make reasonable projections on market rates and projected revenues. The proposed rates have been vetted by the Aquatics Subcommittee and the Recreation and Parks Commission. The final rates are included in the attachment, and include daily drop-in rates, multi-use options and memberships for drop-in programs, as well as hourly rental rates for lanes at the Aquatics Center and the Plunge.

The attached documents include the (1) Proposed Program and Facility Rental Rates, (2) Benchmarking Data from similar facilities, (3) the five-year financial projections (as of October 2, 2017) for the El Segundo Aquatics Center (updated financials will be presented during this discussion item), and the (4)
draft resolution to be adopted memorializing the approved fees. The proposed program and facility rental rates were arrived at using a benchmarking methodology, comparing fees with similar or nearby facilities, considering similarity in facility size, primary purpose and proximity. From the data, an estimated market value for drop-in programs and lane rental rates was established. The revenue projections were calculated by taking the proposed market rates multiplied by the estimated usage of various user groups, including swim teams, water polo clubs, commercial rentals, therapy rentals, and individual attendance. It is anticipated that the aquatics programs and rentals will reach full maximization around the third full year in operation.

Per the Settlement Agreement with Wiseburn Unified School District, those individuals who reside within the Wiseburn Unified School District boundaries will be eligible to receive the same discounted rates set for El Segundo Residents who possess a valid Recreation ID Card. WUSD residents will be required to obtain an annual Wiseburn ID Card, a process that will ensure that residency is verified, and will be priced the same as the annual El Segundo Resident Recreation ID Card.

The proposed Daily Drop-In Rates include bulk visit options in the form of 30-day, 90-day, and 12-month unlimited use passes, as well as 10, 20, and 30-use passes. These options provide for a variety of user types and encourage payment up-front for an incremental discounted price. Additionally, the recommendation includes implementing Daily Drop-In Fees for El Segundo Residents at The Plunge, a practice that does not currently take place. Currently, El Segundo Residents with a valid Recreation ID Card can participate in Aquatics Drop-In Programs (Lap Swim, Recreation Swim, Swim Lessons, and Open Water Polo) for no additional fee. In FY16/17, the Plunge recorded 12,417 total resident visits. By implementing the proposed fee it is estimated to collect additional revenue of approximately $30,000-$40,000 to the Aquatics budget from programs at The Plunge, considering the amount of drop-in program opportunities will increase as a result of many of the current, and more competitive programs, relocating to the new facility.

Rental Rates are critical to set early to initiate the process of engaging and selecting user groups with which to enter into long term rental agreements. Many local swim clubs and businesses have expressed interest in renting space at the new Aquatics Center and upon fee approval, staff will begin the process of taking applications and scheduling rental groups. With the anticipation of a fair amount of interest, staff will be implementing a policy similar to the existing Field Allocation Policy that provides guidelines for how to allocate sports field space according to criteria such as place of business, percentage of El Segundo Residents served, and type of organization (i.e. non-profit or commercial, club or recreational). An Aquatics-specific policy will be drafted and approved by the Recreation and Parks Commission and Aquatics Subcommittee.

Illustrated in the financial projections prepared by the consultant as of October 2, 2017, the estimated total revenue potential from these types of facility rentals and drop-in programs/memberships was $541,500 per year collectively. More specifically, the chart below illustrates the revenue projections by type and facility:

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Aquatics Center</th>
<th>Urho Saari</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Rental</td>
<td>$ 355,000</td>
<td>$ 39,000</td>
<td>$ 394,000</td>
</tr>
<tr>
<td>Drop-In Programs</td>
<td>$ 117,500</td>
<td>$ 30,000</td>
<td>$ 147,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 472,500</strong></td>
<td><strong>$ 69,000</strong></td>
<td><strong>$ 541,500</strong></td>
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</table>

With the recent review and adjustments to the proposed rates and estimated usage, the revenue projections are expected to increase. An updated five-year financial projection analysis will be presented by staff and consultant during this discussion item.
## El Segundo Aquatics Center and Plunge - Proposed Fees - June 5, 2018

**El Segundo Resident - prices apply to Plunge and Aquatics Center (Requires valid Recreation ID Card Membership)**  
**Wisburn Unified Residents - classified as Residents at El Segundo Aquatics Center (Requires valid Aquatics Center Membership).**  
**Wisburn Unified Residents - classified as Non-Residents at The Plunge and other City parks and recreation facilities.**

<table>
<thead>
<tr>
<th></th>
<th>Daily/Drop-In (One Visit)</th>
<th>30-Day Membership (Unlimited Visits)</th>
<th>90-Day Membership (Unlimited Visits)</th>
<th>Annual Membership (Unlimited Visits)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>RESIDENT*</td>
<td>NON-RESIDENT</td>
<td>RESIDENT*</td>
<td>NON-RESIDENT</td>
</tr>
<tr>
<td>Adult (18 - 61 yrs)</td>
<td>$4</td>
<td>$6</td>
<td>$5</td>
<td>$7</td>
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<tr>
<td>Military</td>
<td>$2</td>
<td>N/A</td>
<td>$5</td>
<td>$4</td>
</tr>
<tr>
<td>Senior (62+)</td>
<td>$2</td>
<td>$4</td>
<td>$5</td>
<td>$4</td>
</tr>
<tr>
<td>Youth (3 - 17 yrs)</td>
<td>N/A</td>
<td>$2</td>
<td>N/A</td>
<td>$4</td>
</tr>
<tr>
<td>Infant (&lt; 3 - w/ paid adult)</td>
<td>$2</td>
<td>N/A</td>
<td>$5</td>
<td>$4</td>
</tr>
<tr>
<td>Spectator Pass</td>
<td>N/A</td>
<td>$1</td>
<td>N/A</td>
<td>$1</td>
</tr>
</tbody>
</table>

|                          | 30-Day Membership (Unlimited Visits) | Annual Membership (Unlimited Visits) |
|                          | RESIDENT*                            | NON-RESIDENT                         |
| Adult (18 - 61 yrs)      | N/A     | $105     | N/A     | $160     | N/A     | $400     | N/A     | $600     |
| Military                 | N/A     | $55      | N/A     | $120     | N/A     | $200     | N/A     | $400     |
| Senior (62+)             | N/A     | $55      | N/A     | $120     | N/A     | $200     | N/A     | $400     |
| Family**                 | N/A     | $215     | N/A     | $325     | N/A     | $800     | N/A     | $1,200   |
| Youth (3 - 17 yrs)       | N/A     | $55      | N/A     | $120     | N/A     | $200     | N/A     | $400     |
| Infant (< 3 - w/ paid adult) | N/A     | $2      | N/A     | $5       | N/A     | $20      | N/A     | $40      |
| Spectator Pass           | N/A     | $1      | N/A     | $1       | N/A     | $20      | N/A     | $40      |

**Family pass is 4 people, maximum 2 adults, all living within the same household.**

Notes:
- The 30-day (monthly) membership is a ‘cost savings’ after your 10th visit within the 30 day period.
- The 90-day (3 month) membership is a 10% discount off 3 individual monthly passes.
- The annual (12 month) membership is two ‘free’ months.

### Wiseburn ID Membership

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Proposed</th>
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<tbody>
<tr>
<td>Adult (18 - 61 yrs)</td>
<td>N/A</td>
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</tr>
<tr>
<td>Senior (62+)</td>
<td>N/A</td>
<td>$5</td>
</tr>
<tr>
<td>Youth (3 - 17 yrs)</td>
<td>N/A</td>
<td>$10</td>
</tr>
<tr>
<td>Infant (&lt; 3 - w/ paid adult)</td>
<td>N/A</td>
<td>$5</td>
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</table>

**Note: Annual Membership fees are consistent with E.S. Resident Recreation ID Membership**

### Multiple Use Pass

<table>
<thead>
<tr>
<th></th>
<th>10 Uses</th>
<th>20 Uses</th>
<th>30 Uses</th>
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<tbody>
<tr>
<td></td>
<td>Resident</td>
<td>Non-Resident</td>
<td>Resident</td>
</tr>
<tr>
<td>Adult (18 - 61 yrs)</td>
<td>$35</td>
<td>$52</td>
<td>$65</td>
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<tr>
<td>Senior (62+)</td>
<td>$18</td>
<td>$35</td>
<td>$33</td>
</tr>
<tr>
<td>Military</td>
<td>$18</td>
<td>$35</td>
<td>$33</td>
</tr>
<tr>
<td>Youth (3 - 17 yrs)</td>
<td>$18</td>
<td>$35</td>
<td>$33</td>
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### Rental Rates

<table>
<thead>
<tr>
<th></th>
<th>Per Hour</th>
<th>Aquatics Center</th>
<th>Plunge</th>
<th>Event Pricing</th>
<th>Aquatics Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Course Lane</td>
<td>$20</td>
<td>$20</td>
<td>Lighting Fee (if applicable)</td>
<td>$20</td>
<td></td>
</tr>
<tr>
<td>Long Course Lane</td>
<td>$35</td>
<td>N/A</td>
<td>Timing System</td>
<td>$55</td>
<td></td>
</tr>
<tr>
<td>H2O Polo Course - 25-yard</td>
<td>$150</td>
<td>N/A</td>
<td>Full Day Main Pool (over 6 hours)</td>
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### Lane Rental Rate Fee Study

**City of Carlsbad - Alga Norte Aquatic Center**

<table>
<thead>
<tr>
<th></th>
<th>Non-Profit</th>
<th>Individual</th>
<th>Commercial</th>
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<tbody>
<tr>
<td>25 yard lane</td>
<td>$20</td>
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<tr>
<td>50 meter lane</td>
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**Resident**

<table>
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<tr>
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<tr>
<td>25 yard lane</td>
<td>$18</td>
<td>$21</td>
<td>$21</td>
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<tr>
<td>50 meter lane</td>
<td>$32</td>
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**City of Culver City**

<table>
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<tr>
<th></th>
<th>Resident Non-Profit</th>
<th>Resident - Private</th>
<th>Resident - Commercial</th>
<th>Non-Resident, Non-Profit</th>
<th>Non-Resident Private</th>
<th>Non-Resident Commercial</th>
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<tr>
<td>25 yard lane</td>
<td>$6.33</td>
<td>$8.44</td>
<td>$10.61</td>
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<td>50 meter lane</td>
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<td>$23.87</td>
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**City of Santa Monica**

<table>
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<tr>
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<th>Resident Non-Profit</th>
<th>Non-Resident Non-Profit</th>
<th>Resident “other”</th>
<th>Non-Resident “other”</th>
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<tr>
<td>25 yard lane</td>
<td>$5</td>
<td>$10</td>
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<tr>
<td>50 meter lane</td>
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**City of San Bruno**

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<tr>
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<tbody>
<tr>
<td>25 yard lane</td>
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**BBMAC (Coronado High School)**

<table>
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<tr>
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<th>Standard Rate</th>
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<tr>
<td>50 meter lane</td>
<td>35 per hour</td>
<td>29 per hour per lane</td>
<td>18.00 per hour</td>
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<td>25 yard lane</td>
<td>17.50 per hour</td>
<td>14.50 per hour per lane</td>
<td>10 per hour</td>
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<tr>
<td>Water polo course (30m)</td>
<td>150.00 per hour</td>
<td>99.00 per hour per course</td>
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<td>Instructional Pool</td>
<td>80.00 per hour</td>
<td>75.00 per hour</td>
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<td>Extra Lifeguard</td>
<td>24.00 per hour</td>
<td>20.00 per hour per guard</td>
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<td>CHS Teams</td>
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<td>8 Hour Rate</td>
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# Wiseburn High School-El Segundo Aquatic Center
## Profit & Loss Summary
### Fiscal Years 2017-18 to 2021-2022
#### Final Design

October 2, 2017
Targeted Opening: July 1, 2018

<table>
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<tbody>
<tr>
<td>OPERATIONAL EXPENSES</td>
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<td>Fitness and Therapy</td>
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<td>Camos and Clinics</td>
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<td>DEBT SERVICE</td>
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## REVENUE

### FACILITY REVENUE

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<td>Camps and Clinics</td>
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<td>School District or Park and Rec Usage Fees</td>
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<td>Miscellaneous</td>
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<td>$(93,131)</td>
<td>$(80,179)</td>
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RESOLUTION NO. ________

A RESOLUTION ADOPTING NEW FEES FOR THE RECREATION AND PARKS DEPARTMENT.

BE IT RESOLVED by the Council of the City of El Segundo as follows:

SECTION 1: The City Council finds as follows:

A. The City Council may establish fees for the use of park property and facilities pursuant to state law (Gov. Code § 37112);

B. Fees and charges imposed for entrance to or use, rental or lease of governmental property are excepted from the definition of “tax” under Proposition 26 and may be adopted by the City Council (Cal. Const. art. XIIIIC, § 1(e)(4));

C. In addition, El Segundo Municipal Code (ESMC) § 9-8-6 allows to fees for the use of park property and facilities to be established by City Council resolution;

D. Pursuant to Government Code § 66016, the City made data available regarding the cost, or estimated cost, of providing services for various fees 10 days before the public hearing;

E. On June 5, 2018, the City Council heard public testimony and considered evidence in a public hearing held and noticed in accordance with Government Code § 66019;

F. At the recommendation of the City Manager and the Director of Recreation and Parks, the City Council believes that it is in the public interest to establish the recommended fees to recover the costs of public services.

SECTION 2: The City Council approves and adopts the fees attached as Exhibit “A” and incorporated into this Resolution as if fully set forth. Such fees constitute the “Basic Rate” for use of park facilities for purposes of ESMC § 9-8-9.

SECTION 3: This Resolution is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000, et seq.; “CEQA”) and CEQA regulations (Cal. Code Regs. tit. 14, §§ 15000, et seq.) because it establishes, modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Resolution, therefore, is categorically exempt from further CEQA review under Cal. Code Regs. tit. 14, § 15273.
SECTION 4: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

SECTION 5: The City Clerk will certify to the passage and adoption of this Resolution; will enter the same in the book of original Resolutions of said City; and will make a minute of the passage and adoption thereof in the record of proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

PASSED AND ADOPTED this 5th day of June, 2018.

Drew Boyles, Mayor

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, hereby certify that the whole number of members of the City Council of the City is five; that the foregoing Resolution No. ________ was duly passed and adopted by said City Council, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of said Council held on the 5th day of June 2018, and the same was so passed and adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

______________________________
Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

______________________________
Mark D. Hensley,
City Attorney
Exhibit A - Fees for El Segundo Aquatics Center and Plunge - June 5, 2018

El Segundo Resident - prices apply to Plunge and Aquatics Center (Requires valid Recreation ID Card Membership)
*Wiseburn Unified Residents - classified as Residents at El Segundo Aquatics Center (Requires valid Aquatics Center Membership).
Wiseburn Unified Residents - classified as Non-Residents at The Plunge and other City parks and recreation facilities.

<table>
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<th><strong>Daily/Drop In (One Visit)</strong></th>
<th><strong>30-Day Membership (Unlimited Visits)</strong></th>
<th><strong>90-Day Membership (Unlimited Visits)</strong></th>
<th><strong>Annual Membership (Unlimited Visits)</strong></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Resident*</td>
<td>Non-Resident*</td>
<td>Resident*</td>
<td>Non-Resident*</td>
</tr>
<tr>
<td></td>
<td>Current</td>
<td>Proposed</td>
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<tr>
<td>Adult (18 - 61 yrs)</td>
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<tr>
<td>Senior (62+)</td>
<td>$1.25</td>
<td>$2.50</td>
<td>$3.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>Family**</td>
<td>$1.25</td>
<td>$2.50</td>
<td>$3.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>Youth (3 - 17 yrs)</td>
<td>$1.25</td>
<td>$2.50</td>
<td>$3.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>Infant (&lt; 3 w/ paid adult)</td>
<td>$1.25</td>
<td>$2.50</td>
<td>$3.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>Spectator Pass</td>
<td>N/A</td>
<td>$1.25</td>
<td>N/A</td>
<td>$2.50</td>
</tr>
</tbody>
</table>

**Family pass is 4 people, maximum 2 adults, all living within the same household.**

Notes:
The 30-day (monthly) membership is a 'cost savings' after your 10th visit within the 30 day period.
The 90-day (3 month) membership is a 10% discount off 3 individual monthly passes.
The annual (12 month) membership is two 'free' months.

<table>
<thead>
<tr>
<th>Wiseburn ID Membership</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult (18 - 61 yrs)</td>
<td>N/A</td>
<td>$15</td>
</tr>
<tr>
<td>Senior (62+)</td>
<td>N/A</td>
<td>$5</td>
</tr>
<tr>
<td>Youth (3 - 17 yrs)</td>
<td>N/A</td>
<td>$10</td>
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<tr>
<td>Infant (&lt; 3 w/ paid adult)</td>
<td>N/A</td>
<td>$5</td>
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</table>

Note: Annual Membership fees are consistent with E.S. Resident Recreation ID Membership

<table>
<thead>
<tr>
<th></th>
<th><strong>Multiple Use Pass</strong></th>
<th><strong>10 Uses</strong></th>
<th><strong>20 Uses</strong></th>
<th><strong>30 Uses</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Resident</td>
<td>Non-Resident</td>
<td>Resident</td>
<td>Non-Resident</td>
</tr>
<tr>
<td>Adult (18 - 61 yrs)</td>
<td>$0.25</td>
<td>$0.52</td>
<td>$0.65</td>
<td>$1.00</td>
</tr>
<tr>
<td>Senior (62+)</td>
<td>$0.25</td>
<td>$0.52</td>
<td>$0.65</td>
<td>$1.00</td>
</tr>
<tr>
<td>Military</td>
<td>$0.25</td>
<td>$0.52</td>
<td>$0.65</td>
<td>$1.00</td>
</tr>
<tr>
<td>Youth (3 - 17 yrs)</td>
<td>$0.25</td>
<td>$0.52</td>
<td>$0.65</td>
<td>$1.00</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th><strong>Rental Rates</strong></th>
<th><strong>Per Hour</strong></th>
<th><strong>Aquatics Center</strong></th>
<th><strong>Plunge</strong></th>
<th><strong>Event Pricing</strong></th>
<th><strong>Aquatics Center</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Course Lane</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
<td>$20</td>
</tr>
<tr>
<td>Long Course Lane</td>
<td>$35</td>
<td>N/A</td>
<td>$35</td>
<td>$35</td>
<td>$35</td>
</tr>
<tr>
<td>H2O Polo Course - 25-yard</td>
<td>$150</td>
<td>N/A</td>
<td>$150</td>
<td>$150</td>
<td>$150</td>
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<tr>
<td>H2O Polo Course - 25-meter</td>
<td>$175</td>
<td>N/A</td>
<td>$175</td>
<td>$175</td>
<td>$175</td>
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<tr>
<td>H2O Polo Course - full-pool</td>
<td>$325</td>
<td>N/A</td>
<td>$325</td>
<td>$325</td>
<td>$325</td>
</tr>
<tr>
<td>Extra Staff (if applicable)</td>
<td>$25</td>
<td>$25</td>
<td>$25</td>
<td>$25</td>
<td>$25</td>
</tr>
</tbody>
</table>

19
EL SEGUNDO CITY COUNCIL
AGENDA ITEM STATEMENT

MEETING DATE: June 5, 2018
AGENDA HEADING: Unfinished Business

AGENDA DESCRIPTION:
Consideration and possible action related to Special Event Permit Application from Huck Street Productions, for utilizing The Lakes at El Segundo Golf Course and Driving Ranges for the purposes of hosting a Craft Beer & Music Festival. (Fiscal Impact: Not less than $12,500 in Revenue to the Golf Course Fund)

RECOMMENDED COUNCIL ACTION:
1. Review Department conditions and approve the Special Event Permit Application; and/or,
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: Not less than $12,500 Revenue to Golf Course Fund

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>Golf Course Enterprise Fund</td>
</tr>
</tbody>
</table>

STRATEGIC PLAN:

<table>
<thead>
<tr>
<th>Goal:</th>
<th>5B</th>
<th>El Segundo approaches its work in a financially strategic and responsible way</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective:</td>
<td>2</td>
<td>The City will maintain a stable, efficient, and transparent financial environment</td>
</tr>
</tbody>
</table>

PREPARED BY: Meredith Petit, Director of Recreation and Parks
REVIEWED BY: Meredith Petit, Director of Recreation and Parks
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND & DISCUSSION:

On May 15, 2018, the City Council conditionally approved the concept of a craft beer and music festival requiring full closure of The Lakes Golf Course and Driving Range. City Council also voted to impose a facility rental fee of no less than $12,500. The event organizer, Huck Street Productions, and city staff provided preliminary details about the event; however, City Council wanted to ensure that some additional logistics be worked out and detailed plans were put in place by various City Departments prior to giving final approval.

Since May 15th, Huck Street Productions has met individually with the El Segundo Police and Fire Departments. The City Attorney’s Office and Risk Manager have assessed the event and provided the required insurance amounts of $2,000,000 per occurrence and $4,000,000 general aggregate coverage, as well as all of the endorsements and other standard requirements established by City policies. Additionally, staff has facilitated discussions with Chevron regarding the use of their parking lots for event attendees to park off-site and be transported to the event via shuttle service. Chevron is willing to allow use of their parking lots in the Downtown area so long as the event organizers name them on the insurance policy and the City Council ultimately supports the event.
After review of the organizers’ security and staffing plan, the Police Department is overall supportive of the event. Initially, the organizers preferred to utilize the Chevron parking lot directly across The Lakes off of Sepulveda Blvd near Hughes Way. However, ESPD shared some concern over event attendees being tempted to jaywalk across the busy highway. Huck Street has modified the parking plan to utilize the Chevron parking lots on El Segundo Blvd. near Main Street and Richmond Street. This change is beneficial for a few reasons: (1) it eliminates the temptation of attendees to walk to the event and cross a major highway, (2) it is not behind the refinery gates and therefore eliminates Chevron security concerns, (3) it has the potential to draw people to the Downtown area after they leave the event. El Segundo Police Department also takes comfort in the organizer’s heavy encouragement to attendees to use rideshare services such as Uber and Lyft, and there will be a large, clearly marked rideshare drop off point that is in a safe location at the event site.

Additionally, the event organizers shared their comprehensive staffing and security plan with ESPD. They will have multiple “yellow jacket” private security guards at multiple locations around the course to make sure guests stay in designated areas. There will also be 4-5 undercover off-duty officers (not ESPD) working in a private security capacity hired by the promoter. ESPD is planning to staff the event with one ESPD sergeant and five uniformed officers on site. These costs will be reimbursed by the event producers. The organizers have indicated their ticket price for entry will be around $60 and the majority of the crowd is generally in the mid-30’s age group. ESPD’s plan is to staff on the heavier side in an effort to play it safe and assess the event. If successful and recurring, ESPD may decide to decrease staffing at future events.

The Fire Chief and Fire Marshal met with the event producer to discuss ESPD requirements in preparation for the event. ESPD provided them with the fire prevention and fire suppression requirements to ensure fire and life safety elements are adhered to during the event. The actions required are listed below:

1) Applicant will be required to obtain a special events permit which will encompass on-site cooking, tents, use of extension cords, and other fire safety features.
2) Applicant will be required to pay the hourly fee for the Fire Marshal and Fire Inspector, based on the 2017-2018 position detail, to monitor and oversee safety, crown control, access/egress and activities requiring a fire watch - 2016 California Fire Code §403.12.1.
3) Applicant will be required to supply a fire safety plan which identifies location of exits, evacuation routes, portable fire extinguishers, locations of stage and food vendors and fire apparatus access points - 2016 California Fire Code §404.2.2.
4) Applicant will be required to supply a minimum of eight (8) contract personnel that are certified as crowd managers - 2016 California Fire Code §403.12.3.1.

In regards to local non-profit organizations having a fundraising opportunity, the event organizers will provide opportunity for groups to have a presence at the event and sell merchandise or other items as a source of revenue. Additionally, parking fees at the Chevron parking lots will provide a source of revenue, and Chevron’s representative has indicated their desire to be involved in selecting the participating non-profit organization(s) that may participate and benefit from the proceeds. Those organizations assisting with the parking lot and shuttle operations will set the parking fee and keep 100% of the proceeds.

Staff has completed a walk-through of the driving range area to ensure the turf conditions are safe and free of hazardous terrain. The General Manager at The Lakes has indicated support for the event and will identify sprinkler heads so any large equipment can avoid those areas. He will designate a path of
travel and location for the stage set up, reduce irrigation leading up to the vent to dry it out, and anticipates any normal turf wear to recuperate in a matter of 7-10 days. Should the event activities cause significant damage, the event organizers will be responsible to reimburse the City for any and all repair expenses.

Overall, the applicants have been responsive to City requests and requirements. Upon final City Council approval, staff will continue to coordinate with the event organizers to ensure a safe and enjoyable experience is provided to visitors of The Lakes.
<table>
<thead>
<tr>
<th>General Fund</th>
<th>694,360.39</th>
</tr>
</thead>
<tbody>
<tr>
<td>104 Traffic Safety Fund</td>
<td>-</td>
</tr>
<tr>
<td>106 State Gas Tax Fund</td>
<td>909.04</td>
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<tr>
<td>109 Associated Recreation Activities Fund</td>
<td>-</td>
</tr>
<tr>
<td>109 Asset Forfeiture Fund</td>
<td>3,036.04</td>
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<tr>
<td>111 Comm. Devel. Block Grant</td>
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</tr>
<tr>
<td>112 Prop A Transportation</td>
<td>311.57</td>
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<tr>
<td>114 Prop C Transportation</td>
<td>-</td>
</tr>
<tr>
<td>115 Air Quality Investment Program</td>
<td>-</td>
</tr>
<tr>
<td>116 Home Sound Installation Fund</td>
<td>235.50</td>
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<td>117 Hyperion Mitigation Fund</td>
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<tr>
<td>119 TDA Article 3 - 88 821 Biretway Fund</td>
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<tr>
<td>119 MTA Grant</td>
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<tr>
<td>121 FEMA</td>
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<tr>
<td>122 C.O.R.S. Fund</td>
<td>-</td>
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<tr>
<td>122 L.A.W.A. Fund</td>
<td>-</td>
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<tr>
<td>123 P.S.A.F Property Tax Public Safety</td>
<td>-</td>
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<tr>
<td>302 Assessment District 475</td>
<td>-</td>
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<td>303 Capital Improvement Fund</td>
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<tr>
<td>302 Infrastructure Replacement Fund</td>
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<tr>
<td>406 Facilities Maintenance</td>
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<tr>
<td>501 Water Utility Fund</td>
<td>12,966.50</td>
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<td>502 Wastewater Fund</td>
<td>1,204,423.31</td>
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<tr>
<td>503 Golf Course Fund</td>
<td>8,000.00</td>
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<tr>
<td>601 Equipment Replacement</td>
<td>9,150.40</td>
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<tr>
<td>602 Liability Insurance</td>
<td>7,887.74</td>
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<tr>
<td>603 Workers Comp. Reserve/Insurance</td>
<td>6,510.77</td>
</tr>
<tr>
<td>701 Retired Emp. Insurance</td>
<td>5,846.81</td>
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<tr>
<td>702 Expendable Trust Fund - Developer Fees</td>
<td>10,964.38</td>
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<tr>
<td>703 Expendable Trust Fund - Other</td>
<td>14,022.20</td>
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<tr>
<td>708 Outside Services Trust</td>
<td>1,970.65</td>
</tr>
<tr>
<td><strong>TOTAL WARRANTS</strong></td>
<td><strong>$ 2,059,595.74</strong></td>
</tr>
</tbody>
</table>

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
Information on actual expenditures is available in the Director of Finance’s office in the City of El Segundo.

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

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

**CODES:**

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

**VOID CHECKS DUE TO ALIGNMENT:**

N/A

**VOID CHECKS DUE TO INCORRECT CHECK DATE:**

N/A

**VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:**

N/A

**NOTES:**

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

FINANCE DIRECTOR:  
CITY MANAGER:  

DATE: 5-29-18  
DATE: 5-30-18

For City Controller
CITY OF EL SEGUNDO
PAYMENTS BY WIRE TRANSFER
5/7/18 THROUGH 5/27/18

<table>
<thead>
<tr>
<th>Date</th>
<th>Payee</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>5/7/2018</td>
<td>IRS</td>
<td>Federal 941 Deposit</td>
<td>235,738.98</td>
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<td>5/7/2018</td>
<td>Employment Development</td>
<td>State PIT Withholding</td>
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<td>6/7/2018</td>
<td>Employment Development</td>
<td>State SDI payment</td>
<td>3,862.09</td>
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<td>5/10/2018</td>
<td>West Basin</td>
<td>H2O payment</td>
<td>1,683,425.18</td>
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<td>EFT Retirement Safety-Fire-PEPRA New 25020</td>
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<td>EFT Retirement Safety-Police-PEPRA New 25021</td>
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<td>EFT Retirement Misc - PEPPRA New 26013</td>
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<td>EFT Retirement Safety Police Classic - 1st Tier 28</td>
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<td>EFT Retirement Safety Fire - Classic 30188</td>
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<tr>
<td>5/10/2018</td>
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<td>EFT Retirement Sfty Police Classic-2nd Tier 30189</td>
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<td>5/16/2018</td>
<td>Cal Pers</td>
<td>EFT Health Insurance Payment</td>
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<td>5/18/2018</td>
<td>Health Comp</td>
<td>Weekly claims</td>
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<tr>
<td>5/18/2018</td>
<td>Manufacturers &amp; Traders</td>
<td>457 payment Vantagepoint</td>
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<tr>
<td>5/18/2018</td>
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<tr>
<td>5/18/2018</td>
<td>Nationwide NRS EFT</td>
<td>EFT 457 payment</td>
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<td>5/18/2018</td>
<td>State of CA EFT</td>
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<td>5/25/2018</td>
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<td>Quarterly Unemployment payment Q1-18</td>
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<td>5/25/2018</td>
<td>Managed Health Network</td>
<td>MHN Payments</td>
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<td>5/10/2018</td>
<td>Lane Donovan Golf P't</td>
<td>Payroll Transfer</td>
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<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
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<tr>
<td>5/7/18-5/13/18</td>
<td>Workers Comp Activity</td>
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</tr>
<tr>
<td>5/14/18-5/20/18</td>
<td>Workers Comp Activity</td>
<td>SCRMA checks issued</td>
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<tr>
<td>4/30/18-5/6/18</td>
<td>Liability Trust - Claims</td>
<td>Claim checks issued</td>
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<td>5/7/18-5/13/18</td>
<td>Liability Trust - Claims</td>
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<td>5/14/18-5/20/18</td>
<td>Liability Trust - Claims</td>
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<td>Retiree Health Insurance</td>
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<tr>
<td>5/14/18-5/20/18</td>
<td>Retiree Health Insurance</td>
<td>Health Reimbursement checks issued</td>
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</tr>
</tbody>
</table>

3,205,173.36

DATE OF RATIFICATION: 5/24/18
TOTAL PAYMENTS BY WIRE:

3,206,173.36

Certified as to the accuracy of the wire transfers by:

Deputy City Treasurer II
Signature
Date 5/24/18

Director of Finance
Signature
Date 5/29/18

City Manager
Signature
Date 5/30/18

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

P:\City Treasurer\Wire Transfers\Wire Transfers 10-31-17 to 9-30-18

5/24/2018 1/1
24
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 15 – 3:45 P.M.

CALL TO ORDER – Mayor Boyles at 3:45 PM

ROLL CALL

Mayor Boyles - Present
Mayor Pro Tem Pirsztuk - Present
Council Member Bran - Present
Council Member Pimentel - Present
Council Member Nicol - Present

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

SPECIAL MATTERS: -1- matter

1. Consideration and possible action to interview candidates of the Capital Improvement Program Advisory Committee, Technology Committee, Recreation and Parks Commission, Investment Advisory Committee and Senior Citizen Housing Corporation Board. (Fiscal Impact: None)

Council interviewed candidates for the open positions on the various committees. No final decisions/selections were made at this time. The interviews will continue to June 5, 2018.

ADJOURNMENT – 6:54 PM

Tracy Weaver, City Clerk
MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 15, 2018 – 5:00 PM

5:00 P.M. SESSION –

CALL TO ORDER – Mayor Boyles at 5:02 PM (Meeting ran congruently with Special
Meeting – Committee’s, Commission’s and Board’s Interviews)

ROLL CALL

Mayor Boyles - Present
Mayor Pro Tem Pirsztuk - Present
Council Member Brann - Present
Council Member Pimentel - Present
Council Member Nicol - Present

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

SPECIAL ORDER OF BUSINESS:

1. Interviews for Committees, Commissions and Boards and possible consideration
and action by the City Council to make appointments to these Committees,
Commissions and Boards.

Interviews began at 3:45 PM during a Special Meeting. Closed session was opened at
5:02 PM and ran congruently with the Special Meeting.

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

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
confering with the City’s Real Property Negotiator; and/or confering with the City
Attorney on potential and/or existing litigation; and/or discussing matters covered under
Government Code Section §54957 (Personnel); and/or confering with the City’s Labor
Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code
§54956.9(d)(1): -0- matters

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

MINUTES OF THE REGULAR COUNCIL MEETING
MAY 15, 2018
PAGE NO. 1
Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): -2-matters.

DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -1- matters

1. Public Employee Review
   Position: City Manager

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957): -0- matter

PUBLIC EMPLOYMENT (Gov't Code § 54957) -0- matter

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

Recessed at 6:57 PM

Adjourned at 10:57 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 15, 2018 - 7:00 P.M.

7:00 P.M. SESSION

CALL TO ORDER – Mayor Boyles at 7:01 PM

INVOCATION – Rev. Dina Ferguson, St. Michael’s Episcopal Church

PLEDGE OF ALLEGIANCE – Presentation of Colors and Pledge of Allegiance, presented by Boy Scout Troop 267.

PRESENTATIONS

a) Presentation by Lieutenant Raymond Garcia of the ES Police Department regarding Candy Cane Lane Community Meeting to be held on Thursday, May 31, 2018 from 7:00 – 8:00 PM in the Council Chamber.


ROLL CALL

Mayor Boyles - Present
Mayor Pro Tem Pirsztuk - Present
Council Member Brann - Present
Council Member Pimentel - Present
Council Member Nicol - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Aidan Johnson, resident and with Troop 267, thanked the Council for the opportunity to present the Colors and lead the Pledge of Allegiance this evening.

CITY COUNCIL COMMENTS – (Related to Public Communications)

A. PROCEDURAL MOTIONS

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

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Pirsztuk to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0
B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

1. Approve Warrant Numbers 3021008 through 3021187 and 9000371 through 9000410 on Register No. 15 in the total amount of $591,058.26 and Wire Transfers from 4/23/18 through 5/6/18 in the total amount of $1,507,960.72. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

2. Approve Special City Council Meeting Minutes of April 30, 2018 and Regular City Council Meeting Minutes of May 1, 2018.

3. Approve removing the current written test and replace with a performance examination for the position of Park Maintenance Worker I/II. 
   (Fiscal Impact: None. Included in the current budget)

4. Authorize the City Manager to amend no. 5208A a Professional Service Agreement with AKM Consulting Engineers, in a form approved by the City Attorney, for additional construction inspection and Engineering Support services for an additional amount of $174,820 for the Wastewater Pump Station #1 & #7 Modification, Project No. PW16-07. 
   (Fiscal Impact: None. Included in the current budget)

5. Receive and file a report without objecting to the request for the allowance of a new restaurant to serve beer and wine, operate a beer-tasting room, and sell bottled beer for off-site consumption. The restaurant is located within the Downtown Specific Plan at 124-130 W. Grand Ave. EA 1217, AUP 18-01. 
   Applicant: Rob Croxall. 
   (Fiscal Impact: None)

6. Authorize the City Manager to execute an amendment no. 4438D to the Professional Services Agreement with NCM Engineering Corp., in a form approved by the City Attorney, for preliminary roadway and railroad design work for the Park Place Extension Project. 
   (Fiscal Impact: $0 to General Fund; $63,866 to Measure R)
7. PULLED BY MAYOR BOYLES

8. PULLED BY MAYOR BOYLES

9. PULLED BY MAYOR BOYLES

MOTION by Council Member Brann, SECONDED by Council Member Nicol approving Consent Agenda items 1, 2, 3, 4, 5, and 6. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

PULLED ITEMS:

7. Consideration and possible action to accept as complete the Lifeguard Waste Water Forceemain Bathroom Project, No. PW 15-14. (Fiscal Impact: $814,000.00)

Ken Berkman, Public Works Director, answered Council questions.

Council Discussion

MOTION by Mayor Pro Tem Pirsztuk, SECONDED by Council Member Brann to accept as complete the Lifeguard Waste Water Forceemain Bathroom Project, No. PW 15-14. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

8. Consideration and possible action to award a standard Public Works Contract No. 5531 to Palp, Inc. dba Excel Paving Company, in a form approved by the City Attorney, for construction of the Main Street Bollards, Project No. PW 18-08. (Fiscal Impact: $152,000.00)

Raymond Garcia, ESPD Lieutenant and Ken Berkman, Public Works Director answered Council questions.

MOTION by Council Member Brann, SECONDED by Mayor Pro Tem Pirsztuk approving the Public Works Contract with Palp, Inc. dba Excel Paving Company. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

9. Consideration and possible action regarding a resolution authorizing application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure Workers’ Compensation Liabilities. (Fiscal Impact: None)

Joe Lillio, Finance Director, answered Council questions.

MOTION by Council Member Brann, SECONDED by Council Member Nicol approving Resolution No. 5084. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0
F. NEW BUSINESS

10. Consideration and possible action related to Special Event Permit Applications for two separate non-golf events (Craft Beer & Music Festival and ESHS Cross Country Invitational Meet) to be held at The Lakes at El Segundo, including establishment of facility rental fees, permission to serve alcohol, and authorize closure of the golf course and driving range for a period of time. (Fiscal Impact: To Be Determined)

Mayor Pro Tem Pirsztuk left the dais due to possible conflict of interest.

Meredith Petit, Recreation and Parks Director reported on the Craft Beer & Music Festival event.

Council Discussion

Kristian Krieger, Mike Bouchard and David Tardif with Huck Street Productions, the Craft Beer & Music Festival applicants answered Council questions.

MOTION by Mayor Boyles, SECONDED by Council Member Nicol approving the event at a fee of $12,500.00 and requiring the applicant to submit a detailed event agenda to the June 5, 2018 City Council meeting for final approval. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 4/0

Mayor Pro Tem Pirsztuk returned to the dais.

Meredith Petit, Recreation and Parks Director reported on the ESHS Cross Country Invitational Meet.

Marcos Bolanos, ESHS Cross Country Coach, answered Council questions.

MOTION by Mayor Boyles, SECONDED by Council Member Nicol approving the ESHS Cross Country Invitational Meet at a fee of $1750.00. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

Recessed at 8:30 PM

Reconvened at 8:41 PM

11. Consideration and possible action to waive all City fees supporting the 2018 Main Street Car Show as requested by El Segundo Police Officers' Association and the El Segundo Chamber of Commerce and allow the operation of a beer garden on public property during the event. (Fiscal Impact: approximately $6,150)

Meredith Petit, Recreation and Parks Director, reported on the item.
Council Discussion

MOTION by Mayor Boyles, SECONDED by Council Member Nicol approving the 75% fee waiver according to the City’s established Fee Waiver scorecard and approved the request to operate a beer/wine garden. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

Council Member Nicol left the dais due to possible conflict of interest.

12. Consideration and possible action to allow use of city property as a central venue for the El Segundo Art Walk and allow the event to operate a beer/wine garden on public property during the three dates of the 2018 El Segundo Art Walk. Agreement No. 5532 with El Segundo Art Walk ESAW, George Renfro (Fiscal Impact: None)

Meredith Petit, Recreation and Parks Director, introduced and reported on the item.

George Renfro, El Segundo Art Walk Chair, spoke regarding the Art Walk and answered Council questions.

MOTION by Mayor Boyles, SECONDED by Council Member Brann approving the El Segundo Art Walk organization the use of the Fire Department Parking Lot. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 4/0

MOTION by Mayor Boyles, SECONDED by Council Member Pimentel approving the request to operate a beer/wine garden on this location for the first Art Walk of the season. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 4/0

Council requested the Committee/Staff evaluate the location after the first Art Walk and convey the results to the Council, before approving the site and beer/garden for the final two dates in July and August. If no Special Meeting is requested, staff may approve the two the final dates.

Council Member Nicol returned to the dais.

G. REPORTS – CITY MANAGER – Announced Fire Station One’s remodel is complete and will be hosting an Open House on Saturday, May 19 from 10:00 am – 2:00 pm, open to the public and announced the new Librarian, Melissa McCollum will begin work on June 4, 2018.

H. REPORTS – CITY ATTORNEY

13. Consideration and possible action regarding Senate Bill 831 and AB 2939, two bills currently pending in the Legislature that, if approved, would significantly amend the scope of the current state law requirements regarding accessory
dwelling units and the Single Family Residential zones, including allowing current garages to be converted to dwelling units without replacing the existing parking requirements, deleting lot coverage restrictions regarding structures, allowing unpermitted and substandard structures to be used as dwelling units, and deleting the requirements that one of the two units on the property be occupied by the owner of the property.
(Fiscal Impact: None)

Mark Hensley, City Attorney, introduced and reported on the item.

Council Discussion

Council consensus to receive and the file report regarding Bill 831 and Assembly Bill 2939.

MOTION by Mayor Boyles, SECONDED by Council Member Brann authorizing the Mayor to send letters to Senator Bob Wieckowski and Assembly Member Phil Ting, respectively in opposition to the new legislation, Bill 831 and Assembly Bill 2939.
MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

I. REPORTS – CITY CLERK - None

J. REPORTS – CITY TREASURER – Not Present

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Pimentel – Thanked all for voting and thanked his family for their patience and support. Thanked all fellow candidates for a well run campaign.

Council Member Nicol – Thanked his family and friends for their support during the campaign, thanked all fellow candidates for a well run campaign and invited the community to the Kiwanis and NRG Beach Clean-Up Event on June 2, 2018 from 9:00 am – 12:00 pm.

Council Member Brann – Congratulated the new Council Members, thanked the community for voting, thanked all for voting in favor of Measure C and mentioned the “wrapping” of the DWP tank on Grand Ave.

Mayor Pro Tem Pirsztuk – Thanked all who interviewed today for the Committee’s, Commission’s and Boards within the City.

Mayor Boyles – Thanked the interviewees and mentioned the interviews will continue to June 5, 2018 and encouraged all to apply, spoke at the Board of Airport Commissioners, has a scheduled meeting with Deborah Flint, CEO of Los Angeles World Airports, mentioned a parking study is underway in conjunction with LAX, attended the South Bay Promise event at El Camino College, attended an event prepared by Chevron, planning
for a worst case scenario, attended the Founder's Day Tea, attended a Dad's on the Rise event, attended the Hometown Fair, attended the ED! Gala, attended a Desalination public meeting and attended Elderfest at the Joceylyn Center.

14. Consideration and possible action regarding the assignments of Council Members to various intergovernmental agencies, local agencies and subcommittees.  
(Fiscal Impact: None)

MOTION by Council Member Nicol, SECONDED by Mayor Pro Tem Pirsztuk approving and implementing Council assignments. MOTION PASSED BY A UNANIMOUS VOICE VOTE. 5/0

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total)
Jack Axelrod, resident, commented on various items of concern.

MEMORIALS – None

CLOSED SESSION – Council returned to Close Session.

ADJOURNMENT of Regular session 10:05 at PM

______________________________
Tracy Weaver, City Clerk
JOINT MEETING OF THE EL SEGUNDO CITY COUNCIL
AND ECONOMIC DEVELOPMENT ADVISORY COUNCIL
May 16th, 2018 Meeting Minutes

CALL TO ORDER

Chair Al Keahi called to order the Joint Meeting of the El Segundo City Council and Economic Development Advisory Council at 4:30PM on Wednesday May 16th, 2018 at CBRE, 2221 Rosecrans Ave, El Segundo, CA 90245.

ROLL CALL

The following El Segundo City Council members were present:

- Mayor Drew Boyles
- Mayor Pro Tem Carol Pirsztuk
- Chris Pimentel
- Scot Nicol

The following El Segundo City Council members were not present:

- Dr. Don Brann

The following El Segundo City Staff were present:

- Greg Carpenter, City Manager
- Barbara Voss, Economic Development Manager
- Tracy Weaver, City Clerk
- Joseph Lillio, Director of Finance
- Chris Donovan, Chief of Fire
- Areicia Yee, Recreation & Parks
- Charles Mallory, Director of IT
- Mark Herbert, Interim Library Director
- Sam Lee, Director of Planning & Building Safety
- Bill Whalen, Chief of Police
- Ken Berkman, Director of Public Works
- Juliana Demers, Finance Department

The following El Segundo City Staff were not present:

- Meredith Petit, Director of Recreation & Parks

The following Economic Development Advisory Council members were present:

- Al Keahi (Chair)
- Lily Craig
- Robert Gray
- Bob Healey
• Rob Croxall
• Van Espahbodi
• Shar Franklin
• Gary Horwitz
• Richard Lundquist
• Michael Mothner

The following Economic Development Advisory Council members were absent:

• Sandy Jacobs (Vice Chair)
• Alex Abad
• Spencer Bauer
• Lance Ralls

APPROVAL OF MINUTES

Lily Craig motioned to approve the minutes of the April 18th, 2018 meeting. Shar Franklin seconded, unanimous approval.

Public Communication

• Dr. Antonio Mendez announced the Banner Stationers store at 415 Main St. is closing.

Updates

• A. Keahi announced the Sepulveda-PCH name change event is scheduled for June 12th.
• A. Keahi stated the Champions of Business event is scheduled for September 12th at the Lakers Training Facility with Honoree Jeanie Buss.

Presentations

• S. Lee presented on residential and commercial building projects in El Segundo.
• L. Craig questioned how The Edge shopping center would be rebranded.
• D. Boyles questioned the change in average daily room (ADR) rates with the additional hotel capacity.
• S. Franklin responded that the ADR has been flat, and offered to work with B. Voss to gather more information from the STR Report.
• A. Keahi presented on EDAC Activity from 2013 - Present. (received and filed)
• S. Nicol commented on how frequently both the El Segundo Business website and the Hospitality and Tourism website would be updated.
• D. Boyles stated EDAC is the only revenue generating committee in the city.
• Phelps presented a communications plan update.

Unfinished Business

• Discussion of a proposed amendment to EDAC bylaws to include a term of service moved to the June 20th meeting. – Deferred to June meeting.
New Business

- L. Craig presented on staff assistance for economic development.
- L. Craig motioned to approve the recommendation to City Council to consider hiring a full time staff position for economic development. B. Healey seconded, unanimous approval.
- G. Carpenter recommended the B. Voss present the recommendation to hire a full time staff position for economic development to City Council at the June 13th strategic planning session.
- M. Mothner commented both the El Segundo Business website and Hospitality & Tourism website will require constant updates and will be a significant amount of work.
- A. Keahi reviewed the success criteria for the Art Walk event.
  - Suggested the Art Walk work towards becoming self-sustaining in future years, marketing initiative of the Art Walk event to be handled by Phelps for consistent branding and messaging, and the finance department to review budget and pay vendors directly whenever possible.

ADJOURNMENT

The meeting adjourned at 6:43 PM.

Megan Covarrubias
Economic Development Intern
AGENDA DESCRIPTION:
Consideration and possible action regarding approval of an amendment to the Robert Half International, Inc. (dba Accountemps) agreement number 4810 for temporary staffing in the Departments of Information Systems, Human Resources, and Finance. (Fiscal Impact $200,000.00)

RECOMMENDED COUNCIL ACTION:
1. Authorize City Manager to execute an agreement amendment, in a form approved by the City Attorney, with Accountemps, for additional temporary staffing.
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
Seventh Amendment to Agreement No. 4810

FISCAL IMPACT: None
Amount Budgeted: $200,000.00
Additional Appropriation: $0
Account Number(s): N/A

STRATEGIC PLAN:
Goal: 5(b) Champion Economic Development and Fiscal Sustainability:
El Segundo approaches its work in a financially disciplined and responsible way

Objective: 2 The City will maintain a stable, efficient, and transparent financial environment

ORIGINATED BY: Joseph Lillo, Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In February 2015, the City Manager approved a five year on-call agreement for staffing services with Robert Half/Accountemps to provide staffing services for the City in order to address City-wide vacancies. It is anticipated an additional amount of $200,000 will be necessary to meet the operational needs of various departments that have vacancies. Currently, there are a total of Thirty-one non-sworn vacant positions within various departments that will result in salary and benefit savings which can be used towards the contract increase. This amendment, if approved, will bring the contract total to an amount not to exceed $680,000. Because this amendment to the agreement exceeds $50,000, City Council approval is required.
City-wide, Department Heads are currently reassessing departmental operational needs to best accommodate the changing business needs of the City. The amendment to the Robert Half contract will allow the City to continue to deliver excellent customer service, continue to fully service the needs of the residential and business community, while reevaluating the business model of each department that has vacancies. Some of the operational areas the Robert Half contract is providing staff services to are Human Resources, Information Services, Finance, and the Police Department: Human Resources Manager, part-time Human Resources Analyst, Information Systems Business Analyst, Accounting Technician, a part-time Risk Manager who is focusing on the worker’s comp program, and a part-time Human Resources Analyst for the Police Department to assist with Police recruitments. The salary savings of the current City-wide vacant positions are sufficient to cover the seventh amendment. Robert Half/Accountemps has provided customer service consistent with their agreement terms and conditions.

At this time, staff is requesting City Council approve a seventh amendment to the agreement for an additional amount of $200,000, in a form approved by the City Attorney, for Robert Half International, Inc. to provide temporary staffing services to various City departments.
SEVENTH AMENDMENT TO AGREEMENT NO. 4810 BETWEEN THE CITY OF EL SEGUNDO AND ROBERT HALF INTERNATIONAL INC., DOING BUSINESS THROUGH ITS DIVISIONS OFFICETEAM AND ACCOUNTEMPS

THIS SEVENTH AMENDMENT ("Amendment") is made and entered into this 5th day of June 2018, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation existing under the laws of California ("CITY"), and ROBERT HALF INTERNATIONAL INC., a Delaware Corporation, doing business through its divisions OFFICETEAM and ACCOUNTEMPS ("STAFFING FIRM").

1. Pursuant to Section 31 of Agreement No. 4810 ("Agreement"), Section 1 of the Agreement is amended to read as follows:

"1. CONSIDERATION.

   A. As partial consideration, STAFFING FIRM agrees to perform the work listed in the SCOPE OF SERVICES, below;

   B. As additional consideration, STAFFING FIRM and CITY agree to abide by the terms and conditions contained in this Agreement;

   C. As additional consideration, CITY agrees to pay CONTRACTOR an additional Two-Hundred Thousand Dollars ($200,000.00) for a CONTRACTOR’s services not to exceed a total of Six Hundred-Eighty-Thousand Dollars ($680,000.00)."

2. The parties also desire to amend the Agreement to delete references to Task Orders. Task Orders are no longer required to be completed as part of the Agreement.

3. This 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.

3. Except as modified by this Amendment, all other terms and conditions of Agreement No. 4810 remain the same.

[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

Greg Carpenter,
City Manager

ACCOUNTEMPS, a division of ROBERT HALF INTERNATIONAL, INC.

Brandi Britton
District President

Taxpayer ID No. 94-1648752

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

By:

Mark D. Hensley, City Attorney
AGENDA DESCRIPTION:
Consideration and possible action regarding adoption of a Resolution appointing City Council Mayor, Drew Boyles, City Council Member Chris Pimentel, and Director of Finance, Joseph Lillio, to serve as board member, alternate board member, and substitute alternate board member, respectively, on the Independent Cities Risk Management Association (ICRMA) governing board. (Fiscal Impact: none)

RECOMMENDED COUNCIL ACTION:
1) Adopt attached resolution appointing City Council Mayor, Drew Boyles, City Council Member Chris Pimentel, and Director of Finance, Joseph Lillio, to serve as board member, alternate board member, and substitute alternate board member, respectively; and
2) Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1) Resolution to appoint specific representatives to ICRMA.

FISCAL IMPACT: N/A

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STRATEGIC PLAN:
Goal: 5(b) Champion Economic Development and Fiscal Sustainability:
El Segundo approaches its work in a financially disciplined and responsible way

Objective: 2 The City will maintain a stable, efficient, and transparent financial environment

ORIGINATED BY: Joseph Lillio, Director of Finance and Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
ICRMA is a not-for-profit Joint Powers Authority directed by a Governing Board consisting of one representative from each Member City. There are currently eighteen active member municipalities. The Governing Board directs the activities of the pools, programs and outside
administrators to the advantage of its membership. The Governing Board meets as required to take action and/or approve recommendations from the Administrative and Claims Committees. Members are encouraged to participate on the Governing Board, Executive Committee, Claims Committee, and other committees. All meetings are open to members and the public, as are public sessions of the Administrative and Claims Committee meetings.

On a day-to-day basis, ICRMA is managed by a professional administrative staff to provide immediate assistance with risk management, risk transfer, claims, litigation, return-to-work issues, and education.

In addition, ICRMA contracts with several key providers for its various risk programs and consulting services. These providers are reviewed by the Governing Board.

The City of El Segundo ("City") is a member city of ICRMA. The City participates in the following insurance/risk pool programs: general liability, property program, worker's compensation program, and cyber program.

The bylaws of ICRMA require that the Governing Board shall be comprised of one representative from each member. In addition to the delegate representative, who may be a legislative member, an alternate and substitute alternate may be appointed, either of whom may vote in absence of the delegate representative. If the member chooses to designate an alternate or substitute alternate, other than a legislative member, the person(s) designated shall hold one of the following positions, or their equivalent: City Administrator/Manager, Assistant or Deputy City Administrator/Manager, Assistant to City Manager, City Attorney, Assistant City Attorney, Financial Officer (Director of Finance), Human Resources Director, or Administrative Services Director. Also, the resolution should appoint by name, rather than by title, per ICRMA general counsel.
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO APPOINTING A DELEGATE, ALTERNATE, AND SUBSTITUTE ALTERNATE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA).

WHEREAS, the City of El Segundo ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, ICRMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members; and

WHEREAS, the Joint Powers Agreement provides that the Governing Board of the Authority shall be comprised of one representative from each member; and

WHEREAS, the city council of each member may select and change any of its representatives by filing a resolution with ICRMA; and

WHEREAS, the city council may appoint legislative member(s) or staff member(s) to serve on the Governing Board; and

WHEREAS staff members shall have one of the following positions, or equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Administrator/Manager, Assistant/Deputy City Administrator/Manager, Assistant to City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director; and

WHEREAS, City desires to designate its representative(s) to the ICRMA Governing Board;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Segundo does hereby find, determine and declare as follows:

SECTION 1. That City Council Member and Mayor, Drew Boyles, is hereby appointed to serve as a delegate on the ICRMA Governing Board.

SECTION 2. That City Council Member, Chris Pimentel, is hereby appointed as the alternate, to serve on the ICRMA Governing Board in the absence of the primary member noted in Section 1 above.

SECTION 3. That Director of Finance, Joseph Lillio, is hereby appointed as the substitute alternate, to serve on the ICRMA Governing Board in the absence of the
primary member noted in Section 1 above and in the absence of the alternate member noted in Section 2 above.

SECTION 4. That the individuals designated by this City Council as the City's delegate, alternate, and substitute alternate to the ICRMA Governing Board are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Governing Board and signing all amendments as are contemplated to be approved by the Governing Board.

RESOLVED, that a certified copy of this Resolution shall be provided to the Executive Director of ICRMA.

PASSED, APPROVED, AND ADOPTED this 5th day of June, 2018.

____________________________
Mayor Drew Boyles, City of El Segundo

ATTEST:

____________________________
Tracy Weaver, City Clerk, City of El Segundo
AGENDA DESCRIPTION:
Consideration and possible action regarding the acceptance of grant funding from the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate (DHS) under Fiscal Year 2016 Urban Area Security Initiative Grant Program (UASI) to pursue an extension to the contract for the Regional Training Group Intelligence Chief and professional services contract with Counter Risk. (Fiscal Impact: $139,125)

RECOMMENDED COUNCIL ACTION:
1. Authorize the acceptance of $139,125 in grant funds from the UASI 2016 grant program and allow for Amendments as outlined in subsection 3.12 of the Sub-recipient agreement.
2. Authorize the City Manager to sign the Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with Michael T. Little dba Counter Risk, Inc.;
3. Authorize an increase of the blanket purchase order by $139,125 to enable the Fire Department to receive the services provided by Michael T. Little dba Counter Risk, Inc.
4. Authorize and approve additional appropriation to expense account 124-400-3785-6214
5. Alternately, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. UASI 2016 Sub-recipient Agreement.
2. Amendment to the Agreement 5348

FISCAL IMPACT: $139,165

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STRATEGIC PLAN:
Goal: 2 El Segundo is a safe and prepared city
Objective: 1 The City has a proactive approach to risk and crime that is outcome focused

ORIGINATED BY: Carol Lynn Anderson, Senior Management Analyst
REVIEWED BY: Christopher Donovan, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Urban Areas Security Initiative (UASI) Grant Program of 2016 provides federal grant funds through the United States Department of Homeland Security, Federal Emergency Management
Agency, Grants Program Directorate (DHS). The State of California, through the Governor’s Office of Emergency Services acts as the “pass-through entity” for sub-award to the City of Los Angeles for the benefit of the Los Angeles/Long Beach Urban Area cities. Eligible fire department projects are applied for through the Los Angeles Area Fire Chiefs (LAAFCA) group, with the goal of funding programs that benefit the region.

On June 6, 2017 the City Council approved awarding a homeland security grant to Michael T. Little following and RFP which was released on March 1, 2017. This grant was supported by the Los Angeles Area Fire Chiefs Association (LAAFCA) related to homeland security intelligence. At this time the City of Los Angeles is allocating additional funds from the 2016 UASI grant cycle for the continued support for Michael T. Little dba Counter Risk, Inc. to provide consulting services to integrate with the Regional Training Group and assist with, support, and further develop the training and response readiness of Los Angeles area fire agencies for incidents of national significance including, but not limited to: acts of terrorism, natural disasters, public health threats, cyber-attacks, major crime, and other large-scale incidents that pose a threat to public or first-responder safety.

The Fire Department recommends the City Council approve the acceptance of grant funding from the UASI 2016 grant program and allow for Amendments as outlined in subsection 3.12 of the Sub-recipient agreement. Also, approve the extension to the term of the agreement with Counter Risk, Inc., beginning January 01, 2018 through September 30, 2019 and approve the increase to the total amount of the agreement not to exceed $370,125. Staff request that the City Council authorize the City Manager to sign the Amendment, in a form approved by the City Attorney. Likewise, the El Segundo Fire Department requests the City Council authorize an increase in the blanket purchase order to Michael T. Little dba Counter Risk, Inc. not exceed $370,125 for the life of the agreement.

In accordance with the City Council Policy regarding grant submissions:

1. The grant award is made by the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate (DHS). The grant is administered by the City of Los Angeles.

2. The total amount being requested is: $139,125

3. Matching Funds Cost-Share: $139,125

4. Source of Matching Funds Cost Share: UASI 2016 Grant Funds (LA City Council File No. 16-0777)

5. The grant does not provide up-front funding. Municipalities submit reimbursement requests to the grant administrator after expenditures are made and processed for payment. Approved requests are reimbursed by the City of Los Angeles. Once the contract is complete, the grant supported Intelligence Officer Consultant position will have no impact on the El Segundo general fund.
SUBAWARD AGREEMENT

Subrecipient: The City of El Segundo

Title: FY 2016 Urban Area Security Initiative (UASI) Grant Program

City Contract Number ______________
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# Signature Page

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UASI 16 Subaward Agreement
EXHIBITS

Exhibit A  DHS Standard Conditions and CalOES Assurances
Exhibit B  Financial Management Forms Workbook
Exhibit C  Modification Request and Reimbursement Request Forms
Exhibit D  CalOES Forms
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AGREEMENT NUMBER __________ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE CITY OF EL SEGUNDO  

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of El Segundo, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:  

I. GENERAL INFORMATION  

§1.1 Federal Award Information  
The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2016 Urban Area Security Initiative Grant Program, FAIN #2016-DJ-BX-0246, CFDA #16.738, Federal Award Date August 10, 2016.  
The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").  
The State of California, through its Governor’s Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of $54,888,000.00.  
The City, acting through its Mayor’s Office of Public Safety ("Mayor’s Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.  

§1.2 Subaward Information and Period of Performance  
Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:  

<table>
<thead>
<tr>
<th>Subaward amount:</th>
<th>$139,125.00</th>
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<td>Subaward Period of Performance (&quot;Term&quot;):</td>
<td>September 1, 2016 to May 31, 2019</td>
</tr>
<tr>
<td>Match Requirement:</td>
<td>None</td>
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The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party: City of Los Angeles
Authorized Representative: Jeff Gorell, Deputy Mayor
Authorized Department: Mayor’s Office of Public Safety
Address, Phone, Fax, E-mail: 200 N. Spring Street, Room 303
Los Angeles, CA 90012
Phone: (213)978-0687
Email: jeff.gorell@lacity.org

Party: City of El Segundo
Authorized Representative: Carol Lynn Anderson, Sr. Management Analyst
Authorized Department: El Segundo Fire Department
Address, Phone, Fax, E-mail: 314 Main Street
El Segundo, CA 90245
Phone: (310) 524-2278
Email: canderson@elsegundo.org

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City’s Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. #16-0777, [underline]).

Subrecipient warrants that it has obtained written authorization from its city council, governing board, or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient and the city council, governing board or authorized body agree:

a. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.
b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient and the city council, governing board or authorized body.

c. That Subaward funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.

d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, “Requirements”) of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2016 Homeland Security Grant Program Notice of Funding Opportunity (“DHS NOFO”), (2) FY 2016 DHS Standard Terms and Conditions (“DHS Standard Conditions”), (3) FEMA Information Bulletins (“IB”), (4) CalOES 2016 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity (“CalOES Supplement”), (5) CalOES 2016 Standard Assurances for All CalOES Federal Grant Programs (“CalOES Assurances”), (6) CalOES Grant Management Memos (“GMM”), and (6) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations (“CFR”) and in updates issued by the Office of Management and Budget (“OMB”) on http://www.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a “pass-through entity” (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. Subrecipient and the City have previously completed a mutually approved Financial Management Forms Workbook which was approved by CalOES prior to the execution of this Agreement (the “Workbook”) and which is attached hereto as Exhibit B. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.
The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit C, and a revised Workbook showing such modification and containing all supporting documentation as required. Workbook modification requests must be submitted to the City no often than once a month and prior to deadlines set by the City. Requests submitted after any such deadline will be returned to Subrecipient and will not be accepted until the following submission period. The City will notify Subrecipient in writing if Workbook modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete requests shall be returned to the Subrecipient for revision and shall be accepted by the City when such requests are accurate and complete. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth details regarding the milestone and completion dates for Subrecipient projects funded under the Subaward. Subrecipient shall manage its Subaward funded projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. In the event a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Subaward funds allocated to the Subrecipient.

D. Subrecipient shall complete and deliver to the City all forms required by CalOES in connection with the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit D, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation ("EHP") request form, and (5) a sole source procurement request form. Subrecipient acknowledges that all such forms must be completed, delivered and approved by the City and CalOES prior to the purchase of said equipment, implementation of the project, or the completion of a sole source procurement, as the case may be. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Failure to gain approval of such completed requests and forms by the City and CalOES may disallow any costs incurred by Subrecipient under this Subaward in connection with such equipment, project or procurement.
E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit E. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 Agreement and Section 2.3.P. of this Agreement.

F. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) Shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. In the event Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary
to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the “Reimbursement Request”). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. The City will notify Subrecipient in writing if a Reimbursement Request is inaccurate and/or incomplete. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursement Requests must be submitted to the City on a monthly basis. The City shall forward a Reimbursement Request to CalOES for payment within thirty (30) days of receipt of such Reimbursement Request, provided such request is deemed accurate and complete. The City shall forward reimbursement payment on a Reimbursement Request to Subrecipient within thirty (30) days of receipt of such reimbursement payment from CalOES to the City.

Final Reimbursement Requests for this Subaward must be received by the City no later than one hundred twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the “Reimbursement Deadline”). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless, prior to the submission of such request, the Mayor’s Office, in its sole discretion, has approved in writing the submission of such request after the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.
§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward. These include, without limitation, (1) the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Standard Conditions, and (2) the Requirements for “Applicant” and subrecipients set forth in the CalOES Supplement and the CalOES Assurances. For reference, the DHS Standard Conditions and the CalOES Assurances are both attached hereto as Exhibit A and incorporated herein. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of DHS Specific Acknowledgements and Assurances section set forth in the DHS Standard Conditions and the Reporting Accusations and Findings of Discrimination section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the Lobbying and Political Activities section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of
Congress in connection with the awarding of any Federal contract, the 
making of any Federal grant, the making of any Federal loan, the 
entering into of any cooperative agreement, and the extension, 
continuation, renewal, amendment, or modification of any Federal 
contract, grant, loan or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or 
will be paid to any person for influencing or attempting to influence an 
officer or employee of any agency, a Member of Congress, an officer 
or employee of Congress, or an employee of a Member of Congress in 
connection with this Federal contract, grant, loan, or cooperative 
agreement, Subrecipient shall complete and submit Standard 
Form-LLL "Disclosure Form to Report Lobbying" in accordance with its 
instructions.
c. Subrecipient shall require that the language of this certification be 
included in the award documents for all subawards at all tiers 
(including subcontracts, subgrants, and contracts under grants, loans, 
and cooperative agreements) and that all subrecipients shall certify 
and disclose accordingly.

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR 
§200.212 and codified in 2 CFR Part 180, Subrecipient shall provide 
protection against waste, fraud and abuse by debarring or suspending 
those persons deemed irresponsible in their dealings with the Federal 
government. Subrecipient hereby certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, 
declared ineligible, or voluntarily excluded from covered transactions 
by any Federal department or agency;
b. Have not within a three-year period preceding this Agreement been 
convicted of or had a civil judgment rendered against them for 
commission of fraud or a criminal offense in connection with obtaining, 
attempting to obtain, or performing a public (Federal, State, or local) 
transaction or contract under a public transaction; violation of Federal 
or State antitrust statutes or commission of embezzlement, theft, 
forgery, bribery, falsification or destruction of records, making false 
statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged 
by a governmental entity (Federal, State, or local) with commission of 
any of the offenses enumerated in paragraph 2.3.G.c. above; and 
d. Have not within a three-year period preceding this Agreement had one 
or more public transactions (Federal, State, or local) terminated for 
cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 
U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection 
thereto, Subrecipient hereby certifies that it will or will continue to provide
a drug-free workplace and a drug-free awareness program as outlined in such Act.

G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the Non-Discrimination and Equal Employment Opportunity section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the Environmental Standards section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the Reporting-Accountability section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the Human Trafficking section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

K. Subrecipient shall comply with the provisions set forth in the Labor Standards section and Worker's Compensation section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.

L. Subrecipient shall comply with the provisions set forth in the Property-Related section of the CalOES Assurances and the provisions applicable
to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient’s currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.


§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.

2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).

3. Regulations involving Federally-owned and exempt property.

4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).

5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).

6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward
funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include,
without limitation, the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a “pass-through entity,” may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient’s records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City’s risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient’s use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.
K. Cost Principles
Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements
By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout
Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party
Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein
All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement
Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement
This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.
§3.5 Excusable Delays
In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach
Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation
Subrecipient may not, unless it has first obtained the written permission of the City:
A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification
Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.
A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated.
in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments
Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement
This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

| APPROVED AS TO FORM: | For: THE CITY OF LOS ANGELES
|                      | ERIC GARCETTI, Mayor
|                      | By
|                      | Eric Garcetti, Mayor
|                      | Mayor’s Office of Public Safety
|                      | Date

| ATTEST: |
|         |
| HOLLY L. WOLCOTT, City Clerk
| Date

| APPROVED AS TO FORM: | For: The City of El Segundo, a municipal corporation
|                      | By
|                      | Date

| ATTEST: |
|         |
|         |
|         |
|         |
|         |
| [SEAL] |

City Business License Number: 
Internal Revenue Service ID Number: 
Council File/OARS File Number: C.F. #16-0777 Date of Approval 
City Contract Number: 

UASI 16 Subaward Agreement 21
EXHIBIT A
The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

**Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**DHS Specific Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

**Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Standard Terms & Conditions: Version 6.0

Page 1 of 5

January 29, 2016
Age Discrimination Act of 1975
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101-12213).

Best Practices for Collection and Use of Personally Identifiable Information (PII)
DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Civil Rights Act of 1964 – Title VI
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Civil Rights Act of 1968
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Debarment and Suspension
All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 160. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

Duplication of Benefits
Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund...
deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Hotel and Motel Fire Safety Act of 1990**


**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of Federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance [https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited](https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited) and additional resources on [http://www.lep.gov](http://www.lep.gov).
Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

USA Patriot Act of 2001

All recipients are required to comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

Standard Assurances
For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) California Supplement to the NOFO; and
(d) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) and updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority
   The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
   (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.
2. Period of Performance
The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension
As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;

(d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs; (42 U.S.C. §§ 12101-12213);

(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;

(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing;

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

(l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California’s Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;

(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;

(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

(e) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;

(f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;

(g) Protection of wetlands pursuant to Executive Order 11990;
(h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(i) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
(j) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
(k) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order Executive Order 11990 which requires preservation of wetlands;
(l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(m) The Endangered Species Act of 1973, (P.L. 93-205);

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits
For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records
In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest
The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management
False Claims for Payment The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.
12. Reporting - Accountability
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

14. Human Trafficking
The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards
The Applicant will comply with the following federal labor standards:


(b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker’s Compensation
The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related
If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.

Homeland Security Grant Program – 2016 Grant Assurances

Page 6 of 11
Initials
(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects
   For all construction projects, the Applicant will:

   (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.

   (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.

   (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited
   Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. Freedom of Information Act
   The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity’s grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA); 5 U.S.C. § 552, and the California Public Records Rights Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.
21. Reporting Accusations and Findings of Discrimination
   If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

   In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

   The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS
   All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad
   All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)
   DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright
   All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under federal financial assistance awards.
All recipients must comply with the requirements of 42 U.S.C. § 8201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirements
All Applicants who receive awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM
All Applicants who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
34. Terrorist Financing
All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the Applicant’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this federal award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

36. USA Patriot Act of 2001
All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

IMPORTANT
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf
The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Applicant:  Los Angeles / Long Beach, UAS 1

Signature of Authorized Agent:  

Printed Name of Authorized Agent:  Caitlin Ishigooka

Title:  Director of Grants & Finance  Date:  10/3/10
LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You MUST include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you MUST attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the $ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.

REQUIREMENTS FOR SUBMISSION:

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<th>Department</th>
<th>Name of Representative</th>
<th>Email Address</th>
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### Project Timeline

Does your Modification Request require a change to your Project Timeline?

If Yes, please complete the Project Timeline below. All modification requests MUST allow for project completion within the grant performance period.

**Milestone**

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<th>Milestone</th>
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**Additional notes on project timeline:**
CITY OF LOS ANGELES
URBAN AREAS SECURITY INITIATIVE GRANT
Reimbursement Request Form

Return Reimbursement Requests to:
Grant Specialist
Mayor's Office of Public Safety
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Jurisdiction: __________________________
Agency/Department: ____________________
Expenditure Period: __________ to __________
Prepared By: __________________________
E-Mail Address: _________________________
Phone: ________________________________

REIMBURSEMENT SUMMARY
DIRECTIONS: Please submit one Reimbursement Request Form for each UASI grant year, fiscal year, and type of expenditure. Follow the Reimbursement Request Checklist to compile supporting documentation, and then complete the Typed Resource Report and the associated Roster(s). Please remember that if the reimbursement includes personnel or consultant fees, those rosters will also need to be completed.

<table>
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<tr>
<th>Type of Expenditure</th>
<th>Authorized Total Amount</th>
<th>Previously Requested</th>
<th>Current Request</th>
<th>Cumulative Request</th>
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Please mark this box to indicate final request for reimbursement □

This reimbursement claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. In addition, this claim is for costs incurred within the Grant Performance Period. Also, all supporting documentation related to these expenditures will be retained in accordance with grant guidelines.

Authorized Department Approval:
Print Name: __________________________
Title: ________________________________
Signature: ____________________________
Date: ________________________________
E-Mail: ______________________________
Phone: ______________________________

Please Remit Payment To:
Agency: ______________________________
Address (Line 1): ______________________
Address (Line 2 - Optional): _____________
City: __________________ State: ________ Zip: __________

Mayor's Office Use Only
Invoice Tracking: ______________________
Fiscal Year: __________________________
Cash Request: _________________________
Invoice #: __________________________
Document ID: _________________________

UASI Reimbursement Request Form - April 2015
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IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated. Please contact your Grant Specialist with any questions about required supporting documentation.

** PROCUREMENT **

☐ Competitive/Formal Procurement: Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.

☐ Informal Procurement: Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.

☐ Sole Source Purchase:
  ☐ State Sole Source (over $150,000): Provide a copy of the State approval. There are NO retroactive approvals.
  ☐ Jurisdiction Sole Source (under $150,000): Provide a copy of your Jurisdiction's Sole Source documentation and approval.

** EQUIPMENT CLAIMS MUST INCLUDE THE FOLLOWING:**

☐ Purchase Order

☐ Invoice: Must be stamped "PAID," signed with authorized signature for payment, and dated.

☐ Proof of Delivery: Packing slips should be included. If packing slips were not part of the equipment delivery (e.g. licenses), the P.O. needs to be stamped "RECEIVED" with the date received, and signature.

☐ Proof of Payment: Include proof of payment and proof the payment has CLEARED. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.

☐ Print Screen of Federal Debarment Listing: Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried PRIOR to purchase. Federal Debarment Listings can be found at https://www.sam.gov/portal/public/SAM/

☐ Grant-Funded Typed Resource Report: 'Typed Resource Report' needs to be completed, typically by the project's SME.

☐ Equipment Roster: Complete the attached 'Equipment Roster.' Submit electronically to your Grant Specialist and to HSPS.Compliance@lacity.org

☐ State Approvals: EHP Approval, Watercraft Approval, Aircraft Approval, EOC Approval, as applicable. All requests must obtain State approval PRIOR to purchase. There are NO exceptions or retroactive approvals.

☐ Performance Bond: All equipment items over $250,000 or any vehicle, aircraft or watercraft MUST obtain a performance bond. A copy of the performance bond must be submitted to your Grant Specialist as soon as it is obtained, with an additional copy provided with the Reimbursement Request Form.

Completed By: __________________________ Signature: __________________________ Date: __________________________
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<th>Sub-Line #</th>
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<th>AEU #/WE</th>
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<th>Itemized ID Tag Number (if applicable)</th>
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LA/LB UASI
REQUIRED SUPPORTING DOCUMENTATION FOR
TRAINING CLAIM REIMBURSEMENT

IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation.

PROCUREMENT

☐ Competitive/Formal Procurement: Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
☐ Informal Procurement: Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
☐ Sole Source Purchase:
  ☐ State Sole Source (over $150,000): Provide a copy of the State approval. There are NO retroactive approvals.
  ☐ Jurisdiction Sole Source (under $150,000): Provide a copy of your Jurisdiction's Sole Source documentation and approval.

TRAINING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:

☐ Purchase Order Or Service Contract
☐ Invoice: Must be stamped "PAID," signed with authorized signature for payment, and dated.
☐ Proof of Delivery: Submit copies of the Agenda AND submit Class Roster/Sign-in Sheets or Certificate of Completion with training date.
☐ Proof of Payment: Include proof of payment and proof the payment has CLEARED. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
☐ Print Screen of Federal Debarment Listing: Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried PRIOR to purchase. Federal Debarment Listings can be found at [https://www.sam.gov/portal/public/SAM/](https://www.sam.gov/portal/public/SAM/)
☐ Grant-Funded Typed Resource Report: 'Typed Resource Report' needs to be completed, typically by the project's SME.
☐ Consultant Roster: Complete the attached 'Consultant Roster.'
☐ State Approvals: Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. All requests must obtain State approval PRIOR to commencement of training. There are NO exceptions or retroactive approvals.

☐ Total No. of Grant-Funded Trainees: _______ Total No. of Grant-Funded Instructors: _______

TRAINING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:

☐ Summary Sheet: Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
☐ Official Payroll Register: Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
☐ Timecards: Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for/person who attended the training.
☐ Class Roster/Sign-in Sheets or Certificate of Completion with Training Date: If claiming for Backfill the Class Roster/Sign-in Sheet or Certificate of Completion should be for the person who attended the training.
☐ Grant-Funded Typed Resource Report: 'Typed Resource Report' needs to be completed, typically by the project's SME.

☐ State Approvals: Copy of ODP Approved Tracking Number is required. Copy of EHP Approval, as applicable. International trainings require State approval. All requests must obtain State approval PRIOR to commencement of training. There are NO exceptions or retroactive approvals.
☐ Travel (if applicable): Itemized receipts and proof of payment are required for airfare, lodging, meals and/or training/conference fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see www.gsa.gov for approved per diem rates.

☐ Total No. of Grant-Funded Trainees: _______ Total No. of Grant-Funded Instructors: _______

Completed By: ___________________ Signature: ___________________ Date: ___________________

UASI Reimbursement Request Form - April 2015

95
IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated. Please contact your Grant Specialist with any questions about required supporting documentation.

PROCUREMENT

☐ Competitive/Formal Procurement: Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.

☐ Informal Procurement: Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction’s policies.

☐ Sole Source Purchase:
  ☐ State Sole Source (over $150,000): Provide a copy of the State approval. There are NO retroactive approvals.
  ☐ Jurisdiction Sole Source (under $150,000): Provide a copy of your Jurisdiction’s Sole Source documentation and approval.

EXERCISE PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:

☐ Purchase Order or Service Contract

☐ Invoice: Must be stamped "PAID," signed with authorized signature for payment, and dated.

☐ Proof of Delivery: Submit copies of Sign-in Sheets AND submit After Action Report into HSEEP portal within 60 days of event. Submit proof that the report was submitted, including date of submission.

☐ Proof of Payment: Include proof of payment and proof the payment has CLEARED. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.

☐ Print Screen of Federal Debarment Listing: Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried PRIOR to purchase. Federal Debarment Listings can be found at https://www.sam.gov/portal/public/SAM/.

☐ Consultant Roster: Complete the attached ‘Consultant Roster.’

☐ State Approvals: Copy of EHP Approval, as applicable. Please note that ANY exercise with an outside component, MUST get EHP approval. All requests must obtain State approval PRIOR to date of exercise. There are NO exceptions or retroactive.

☐ Exercise Date: _____________ Number of Exercise Participants: _____________

EXERCISE PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:

☐ Summary Sheet: Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.

☐ Official Payroll Register: Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.

☐ Timecards: Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for/person who attended the exercise.

☐ Sign-in Sheets or Certificate of Completion with Exercise Date: If claiming for Backfill, the Sign-in Sheet or Certificate of Completion should be for the person who attended the exercise.

☐ State Approvals: Copy of EHP Approval, as applicable. Please note that ANY exercise with an outside component, MUST get EHP approval. All requests must obtain State approval PRIOR to date of exercise. NO exceptions or retroactive approvals.

☐ Travel (if applicable): Itemized receipts and proof of payment are required for airfare, lodging, meals and/or exercise fees. Jurisdictions must follow their own travel policies and submit a copy of that travel policy. If no local policy exists, please see www.gsa.gov for approved per diem rates.

☐ After Action Report: Submit After Action Report into HSEEP portal within 60 days of event. Submit proof that the report was submitted, including date of submission.

☐ Exercise Date: _____________ Number of Exercise Participants: _____________

Completed By: __________________________ Signature: __________________________ Date: _____________

UASI Reimbursement Request Form - April, 2015
LA/LB UASI
REQUIRED SUPPORTING DOCUMENTATION FOR
PLANNING CLAIM REIMBURSEMENT

**IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation.

**PROCUREMENT**

- **Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- **Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction’s policies.
- **Sole Source Purchase:**
  - **State Sole Source (over $150,000):** Provide a copy of the State approval. There are NO retroactive approvals.
  - **Jurisdiction Sole Source (under $150,000):** Provide a copy of your Jurisdiction’s Sole Source documentation and approval.

**PLANNING PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:**

- **Purchase Order or Service Contract**
- **Invoice:** Must be stamped “PAID,” signed with authorized signature for payment, and dated.
- **Proof of Delivery:** Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.
- **Proof of Payment:** Include proof of payment and proof the payment has CLEARED. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.
- **Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried PRIOR to purchase. Federal Debarment Listings can be found at https://www.sam.gov/portal/public/SAM/
- **Consultant Roster:** Complete the attached ‘Consultant Roster.’

**PLANNING PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:**

- **Summary Sheet:** Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll register to the total amount being claimed on the Reimbursement Request Form.
- **Official Payroll Register:** Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and overtime rate if applicable. If seeking reimbursement for Employee Benefits, include documentation verifying EB rates.
- **Timecards:** Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill, timecard needs to include the name of the person the employee was backfilling for.
- **Personnel Roster:** Complete the attached ‘Personnel Roster.’

- **Final Product:** Submit a copy/copies of the Final Product as outlined in the workbook OR submit intermittent deliverables as discussed with your Grant Specialist.

Completed By: ____________________  Signature: ____________________  Date: ____________________
IMPORTANT** In addition to the completed, signed and dated Reimbursement Request Form, you must submit this Checklist with the supporting documents. Reimbursement requests must be submitted as soon as expenses are incurred and paid, and the required supporting documents are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to submit your claim with the required supporting documents could result in expenses not reimbursed and/or funds reallocated.

Please contact your Grant Specialist with any questions about required supporting documentation

PROCUREMENT

☐ Competitive/Formal Procurement: Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.

☐ Informal Procurement: Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction’s policies.

☐ Sole Source Purchase:
  ☐ State Sole Source (over $150,000): Provide a copy of the State approval. There are NO retroactive approvals.
  ☐ Jurisdiction Sole Source (under $150,000): Provide a copy of your Jurisdiction’s Sole Source documentation and approval.

ORGANIZATION PROJECTS INVOLVING A VENDOR MUST INCLUDE THE FOLLOWING:

☐ Purchase Order or Service Contract

☐ Invoice: Must be stamped “PAID,” signed with authorized signature for payment, and dated.

☐ Proof of Delivery: Submit a copy/copies of the deliverables as outlined in the Purchase Order or Service Contract.

☐ Proof of Payment: Include proof of payment and proof the payment has CLEARED. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts.

☐ Print Screen of Federal Debarment Listing: Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried PRIOR to purchase. Federal Debarment Listings can be found at https://www.sam.gov/portal/public/SAM/

☐ Consultant Roster: Complete the attached ‘Consultant Roster.’

ORGANIZATION PROJECTS FOR PERSONNEL TIME MUST INCLUDE THE FOLLOWING:

☐ Summary Sheet: Indicate employee(s), amount per employee(s), and total being claimed. This amount should tie the official payroll

☐ Official Payroll Register: Indicate employee name you are seeking reimbursement for, salary, hourly rate, employee benefits, and

☐ Timecards: Indicate the # of hours charged per day, and include employee signature & supervisor signature. If claiming for Backfill,

☐ Personnel Roster: Complete the attached ‘Personnel Roster.’

☐ Federal Request: If requesting reimbursement for Overtime, include a copy of the Federal Request for Overtime. This applies


Completed By: ___________________________ Signature: ___________________________ Date: ___________________________
Grass Fed Beef Typical Resource Report

**Purpose:**
Grass Fed Beef is a typical resource example. The purpose of this report is to provide a comprehensive overview of the typical resources and their associated costs. This report helps in planning, budgeting, and decision-making processes for the typical resource management.

### Equipment or Training

<table>
<thead>
<tr>
<th>Equipment or Training</th>
<th>NIMS Type</th>
<th>NIMS Type</th>
<th>NIMS Type</th>
<th>NIMS Type</th>
<th>NIMS Type</th>
<th>NIMS Type</th>
<th>NIMS Type</th>
<th>NIMS Type</th>
<th>NIMS Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Core Capabilities or Capabilities that the Typical Resource supports

<table>
<thead>
<tr>
<th>Core Capability Supported</th>
<th>Cost of Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Response / Safety</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Additional Core Capability</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Full Search &amp; Rescue Operations</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

### Notes

- All equipment was trained in standard collapse to support the typical resource management needs.
- The training included various emergency procedures, including search and rescue operations.
- The full search and rescue operations were conducted to support the typical resource management needs.

---

**UAH Reimbursement Request Form - Feb. 2015**

Page 99
<table>
<thead>
<tr>
<th>Project</th>
<th>Employee Name</th>
<th>Project/Deliverable</th>
<th>Discipline</th>
<th>Solution Area Sub-Category</th>
<th>Dates of Payroll Period</th>
<th>Total salary &amp; Benefits charged for this Reporting Period</th>
<th>Total Project Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Officer J. Smith</td>
<td>Alliance: Planning/Validation, Training &amp; Exercise</td>
<td>LE</td>
<td>Planning</td>
<td>1/11/15-1/24/15</td>
<td>3,500</td>
<td>80</td>
</tr>
</tbody>
</table>
EXHIBIT D
CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES

AVIATION EQUIPMENT REQUEST FORM

Homeland Security Grant Program FY: _______ Grant Number: _______ Cal OES ID#: _______

Urban Area Security Initiative (UASI) FY: _______ Grant Number: _______ Cal OES ID#: _______

Project Amount: UASI: $_______ SHSGP: $_______

City/County/Agency Name: ___________________________ 

1. Indicate the type of equipment for this request

   Aviation Equipment ______  Aviation Related Equipment ______

2. Provide a description of the area that will be served by the requested equipment.

3. Please justify the need for the aviation equipment and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the general operational costs of such aviation unit.

5. Identify the applicable goals and objectives in the State/Urban Area Homeland Security Strategy that the requested aviation equipment addresses.

6. Explain how the requested aviation equipment fits into the State/Urban Area’s integrated operational plans.

7. Explain how this aviation equipment will support activities specifically related to terrorism incident prevention and response efforts.

Cal OES Form AV1

Rev 08-01-13
8. Please describe how this aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft.

9. Please describe how this aviation equipment will be utilized on a regular, non-emergency basis.

10. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are (a) the responsibility of the grantee or the local units of government and (b) are not allowable under this grant.
California Governor’s Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: ________________________________

Homeland Security Grant Program FY______ Grant Number______ Cal OES ID#_______

Urban Area Security Initiative (UASI) FY______ Grant Number______ Cal OES ID#_______

Other Program FY_________ Grant Number______ Cal OES ID#_______

Project Amount: UASI $______ SHSP $___________

1. Indicate the type of equipment for this request (choose only one of the following).

   Watercraft _____ Watercraft- Related Equipment ______

2. Please provide a description of the area that will be served by the requested equipment.

   Equipment & Description
   __________________________________________
   __________________________________________
   __________________________________________

   Cost
   __________________
   __________________
   __________________

   AEL number
   ____________
   ____________
   ____________

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.

5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.

6. Please explain how the requested watercraft fits into the State/Urban Area’s integrated operational plans and vulnerability assessment.
California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.

8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.

9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by: ___________________________ Date: __________

(Name) (Signature)
California Governor’s Office of Emergency Services

ESTABLISH/ENHANCE EMERGENCY OPERATIONS CENTER (EOC) REQUEST

Subgrantee Name: ________________________________

Homeland Security Grant Program FY _______ Grant Number _______ Cal OES ID# _______

Urban Area Security Initiative (UASI) FY _______ Grant Number _______ Cal OES ID# _______

Other Program FY _______ Grant Number _______ Cal OES ID# _______

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC _______ Alternate/Back-up/Duplicate EOC _______

2. Physical address of facility:

3. Describe how the establishment/enhancement of an EOC improves your organization’s ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization’s EOC in the table below.

<table>
<thead>
<tr>
<th>Supplies/Equipment</th>
<th>AEL #</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Network Servers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer accessories (i.e. surge protectors, battery backups, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer maintenance contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer connections and cables (including fiber optic cabling)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax machines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lighting Systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LCD projectors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projection/plasma/flat screens/monitors/televisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS plotter and software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone systems</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial off-the-shelf (COTS) software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation of EOC items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous connections for EOC items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standardized mapping software</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cal OES EOCRF Revised 08/1/13
<table>
<thead>
<tr>
<th>Standardized emergency management software</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation of EOC items</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous connections for EOC items</td>
<td></td>
</tr>
<tr>
<td>Leasing Costs(^2) (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)</td>
<td></td>
</tr>
<tr>
<td>Other (must provide list/description of &quot;other&quot; items and costs)</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL - EOC Supplies and Equipment**

7. Explanation of "other" items:

8. Has your organization determined the costs are reasonable?

Submitted by: _________________________________    Date: __________

(Name)          (Signature)
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. **Be advised that completion of this form does not complete the EHP review process.** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

There is no need to complete and submit this form if the grant scope is limited to planning, management and administration, classroom-based training, tabletop exercises and functional exercises, or purchase of mobile and portable equipment where no installation is needed. Information Bulletin 345, Grant Programs Directorate Programmatic Environmental Assessment, September 1, 2010, provides details on these activities.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: [http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802](http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: [http://www.fema.gov/plan/epl/ehp/ehpreview/index.shtm](http://www.fema.gov/plan/epl/ehp/ehpreview/index.shtm)

Submit completed form through your grant administrator who will forward it to **GPDEHPInfo@dhs.gov**. Please use the subject line: **EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx)**.
SECTION A. PROJECT INFORMATION

DHS Grant Award Number: ________________________________________
Grant Program: ________________________________________________
Grantee: ______________________________________________________
Grantee POC: _________________________________________________
Mailing address: ______________________________________________
E-mail: _______________________________________________________
Sub grantee: __________________________________________________
Subgrantee POC: _____________________________________________
Mailing address: ______________________________________________
E-mail: _______________________________________________________
Estimated cost of project: ________________________________________

Project title: _________________________________________________
Project location (physical address or latitude-longitude): _____________

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. □ Purchase of equipment. Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.

2. □ Training and exercises. Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.

3. □ Renovations/upgrades/modifications or physical security enhancements to existing structures. Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems;
alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4. ☐ Generator installation. Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and, if necessary, a fuel storage tank. Complete Section C.4.

5. ☐ New construction/addition. Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.

6. ☐ Communication towers, antennas, and related equipment. Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.

7. ☐ Other. Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS
Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ Purchase of equipment. *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

   a. Specify the equipment, and the quantity of each: ..............................................................

   b. Provide the Authorized Equipment List (AEL) number(s) (if known): ..............................

   c. Complete Section D.

2. ☐ Training and exercises. *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

   a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): ..............................................................

   b. Provide the location of the training (physical address or latitude-longitude): ..............................

   c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? For further information refer to Information Bulletin #345, http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf: ........................................... ☐ Yes ☐ No
      
      • If Yes, provide the name of the facility and the facility point of contact (name, telephone number, and email address): ..............................................................

      • If No, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): ..............................................................
• Does the field-based training/exercise differ from previously
  permitted training or exercises in any way, including, but not limited
to frequency, amount of facilities/land used, materials or equipment
used, number of participants, or type of activities? □ Yes □ No

• If Yes, explain any differences between the proposed activity and
  Those that were approved in the past, and the reason(s) for the change
in scope: ________________________________________________________

• If No, provide reference to previous exercise (e.g., FEMA grant
  name, number, and date): _______________________________________

  d. Would any equipment or structures need to be installed to facilitate
  training? □ Yes □ No

• If Yes, complete Section D

3. □ Renovations/upgrades/modifications, or physical security
   enhancements to existing structures.
   a. Complete Section D.

4. □ Generator installation.
   a. Provide capacity of the generator (kW): ____________________________

   b. Identify the fuel to be used for the generator (diesel/propane/natural gas): ...

   c. Identify where the fuel for the generator would be stored (e.g. stand-alone
      tank, above or below ground, or incorporated in generator): ..............

   d. Complete Section D.

5. □ New construction/addition.
   a. Provide detailed project description (site acreage, new facility square
      footage/number of stories, utilities, parking, stormwater features, etc): ....

   b. Provide technical drawings or site plans of the proposed project: .............. □ Attached

   c. Complete Section D.

6. □ Communication towers, antennas, and related equipment.
   a. Provide the current net height (in feet above ground level) of the existing
tower or building (with current attached equipment): ________________________

   b. Provide the height (in feet above ground level) of the existing tower or
building after adding/replacing equipment: ________________________________

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement
communications tower. Otherwise continue to Section D.

Information Bulletin 351, National Historic Preservation Act Section 106 Review Requirements for
Communications Facilities, January 4, 2011 has additional guidance and information on EHP requirements for

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c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: .................................................................

d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: .................................................................
   • If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: .................................................................

e. Would the tower be free-standing or require guy wires? ........................................... □ Free standing □ Guy wires
   • If guy wires are required, state number of bands and the number of wires per band: .................................................................
   • Explain why a guyed tower is needed to meet the requirements of this project: .................................................................

f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? .................................................................

g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): .................................................................

h. Describe the frequency and seasonality of fog/low cloud cover: .................................................................

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland, conifer forest, grassland, agriculture) water body, marsh: .................................................................

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? ................................................................. □ Yes □ No
   • Describe how presence/absence of bird roosts or rookeries was determined: .................................................................

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: .................................................................

l. Distance to nearest existing telecommunication tower: .................................................................

m. Have measures been incorporated for minimizing impacts to migratory birds? ................................................................. □ Yes □ No
   • If Yes, describe: .................................................................

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? ................................................................. □ Yes □ No
   • If Yes, provide Registration #: .................................................................
   • If No, why? .................................................................

o. Has the FCC E106 process been completed? ................................................................. □ Yes □ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? ......................... □ Yes □ No
   • If Yes, attach the environmental documentation submitted as part of the registration process including use of the Tower Construction
Environmental and Historic Preservation Screening Form – June 2012

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? ........................................................................................................................................... □ Yes □ No

• If Yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: .........................................................

r. Complete Section D.

7. □ Other. Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: ..............................................................................................................

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. □ Project installation

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed: ..........................................................

b. Would ground disturbance be required to complete the project or training? ........................................... □ Yes □ No

• If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep): .................................................................

• If Yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): ...........................................

c. Would the equipment use the existing infrastructure for electrical distribution systems? ............................................................ □ Yes □ No

• If No, describe power source and detail its installation at the site: .......

2. □ Age of structure/building at project site

a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: .................................................................

• If the building or structure involved is over 45 years old and
significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): .................................................................

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ................................................................. □ Yes □ No
   • If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: .................................................................

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: http://nhp.focus.nps.gov ................................................................. □ Yes □ No
   • If Yes, identify the name of the historic property, site and/or district and the National Register document number: .................................................................

3. □ Site photographs, maps and drawings
   a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.
      • Labeled, color, ground-level photographs of the project site: ................................................................. □ Required
      • Labeled, color photograph of each location where equipment would be attached to a building or structure: ................................................................. □ Required
      • Labeled, color aerial photograph of the project site: ................................................................. □ Required
      • Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ................................................................. □ Attached
      • Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): ................................................................. □ Attached
   b. Are there technical drawings or site plans available? ................................................................. □ Yes □ No
      • If yes, attach: ................................................................. □ Attached

Appendix A has guidance on preparing photographs for EHP review

4. □ Environmental documentation
   a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ................................................................. □ Yes □ No
      • If Yes, attach documentation with this form: ................................................................. □ Attached
   b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ................................................................. □ Yes □ No
      • If Yes, attach documentation with this form: ................................................................. □ Attached

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c. Was a NEPA document prepared for this project? ................................................................. □ Yes □ No

- If Yes, what was the decision? (Check one, and please attach):
  □ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
  □ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

  Name of preparing agency: ..................................................
  Date approved: .............................................................
Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs.
1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices
1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)\(^1\) or saving the file in pdf format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, \ldots x of x.

Options for Creating Photographs
1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.\(^1\) Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

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Appendix A. Supporting Photographs for EHP Grant Submissions

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.

![Aerial Photograph Example](image1)

Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.

![Ground-level Photograph Example](image2)

Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.
Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint, this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building’s electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

Figure 4. Ground-level photograph showing proposed ground disturbance area.
Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

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CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES

Homeland Security Grant Program FY: ______ Grant Number: _______ CalOES ID# ________

Subgrantee name: ___________________________ Project: ______________________

REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION

1. Project name: ___________________________ Project Budget: $____________________

2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.

3. Describe your organization’s standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).

4. Indicate which of the following circumstances resulted in your organization’s need to enter into a sole source contract.
   a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)
   b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, “Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner.” (Describe the urgency or emergency. Please provide details)
   c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)

5. Did your organization confirm that the contractor/vendor is not debarred or suspended?

6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?

7. Has your organization determined the costs are reasonable?

8. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by ___________________________ ___________________________ Date: __________
   (Name)              (Signature)
EXHIBIT E
Technology Project Standards

1. Virtual Port (Data System Projects)
   1) Web-based software: system on browser technology instead of proprietary system
   2) API or STK software integration tools- application is typically provided by the manufacturer
   3) Exchange protocols: 128 bid encryption
   4) Dual authentication

2. Downlink Project
   1. Ability to go non-encryptic for both receivers and transmitters
   2. 6.5 GHz Range
   3. High-gain antennas
   4. Moving Pictures Expert Group (M-PEG) current standards for decoding: M-PEG 4

3. SMART Classroom
   1. 2 Mbps minimum bandwidth
   2. Code-X Specs- minimum of C40 (2 video outputs)
   3. Camera Specs- 1080 dpi
   4. Firewall settings:
   5. IT personnel required for set-up/installation

4. LARCOPP

Asset Manager – Tracks personnel and equipment to shift or operational period based on availability either on duty or on overtime. Tracks all working hours and prints out overtime slips in compliance with FMAG reimbursement procedures.

Logs- Ability to create multiple logs for different ICS sections, divisions, or agencies for multiple operational periods.

Mapping – Ability to plot personnel, equipment, missions for a variety of incidents, draw perimeters, fire lines, fire progression, plume modeling etc.

Video Streamer- Ability to stream multiple videos streams from ANTARES cameras in to several locations, (EOC’s mobile command post trailers).

Message Center – Ability to have private encrypted chat rooms for operators to discuss operations, FAX service to send and receive FAXs’, Email groups ability to send and receive emails with attachments or send attachments on email.

ICS Forms - Ability to create ICS forms and complete EAP’s/IAP’s

Downlink Receiver – Ability to receive both 4.9 and 6.5 GHz downlink video

Triage App – Ability to track patients at an MCI incident both by name and location.
Tri-Korder phones - Ability to have most of the above applications on a smart phone and also the ability to use the Tri Korder phone as a GPS tracker to track personnel live on the mapping app

Re-Stat ability - to have situational awareness of all you deployed and waiting resources as well as missions

Missions – creates and tracks missions both for a pre-planned and emerging events. Ability to insert detailed instructions for personnel

Reports - Ability to print up multiple reports about personnel, missions, overtime costs.

All of these abilities are shared with all agencies participating in the LARCOPP program. There are several servers throughout the region that give us the ability to share and view everyone’s incidents and information live. It also allows us to works together on a single incident allowing multiple agencies in a unified command to have the same picture of the incident. All of this information is encrypted.

5. License Plate Recognition (LPR)

Overview:
Fixed and Mobile License Plate Recognition system should contain the following components: (a) Fixed License Plate Recognition Cameras including all necessary mounting hardware, (b) Capability to accept a network connection capable of backhauling data to city network, (c) Hardware capable of creating VPN between network connection identified in (b) and City/Agency network.

System Requirements:
- System shall have the ability to capture license plates and compare them to a database detailed by the purchasing agency;
- System shall be able to perform this analysis in varied lighting and weather conditions at an accuracy level deemed suitable by the purchasing agency;
- System shall have the ability to link or share data with other LPR systems;
- The LPR system shall have the ability to be deployed in both a mobile and fixed installation based on standards set by the agency purchasing;
- The systems timekeeping shall automatically update when time changes occur (e.g., Daylight savings time) and be consistent with correct calendar dates;
- Any system selected shall allow for the purchasing agency to be the sole owner of the data;
- Data shall be compatible with standard SQL format;
- System selected shall at a minimum have the ability for a unique user sign and audit/reporting capability;
- Still imagery must be in a non-proprietary format;
- Each read shall retain the associated metadata the minimally includes:
  - GPS location;
  - Date;
  - Time;
  - Source (vehicle ID/fixed identifier);
  - Alert reason;
- System must have the ability to retain all data captured for a period set by the purchasing agencies requirements;
- The system must be industrial/commercial grade. No prototype models will be considered;

**Hardware:**
- Loss of power to any hardware shall not result in the unit requiring reprogramming;
- Sudden loss of power shall not cause the loss of data;
- All wiring shall meet industry standards applicable to the wire applications and all systems must be properly grounded using the same industry standards;
- The systems shall operate under extreme hot and cold weather conditions (20 to 160 degrees Fahrenheit);
- Camera system shall capture an image of the plate and overview of the vehicle;
- Mobile systems shall support a minimum of four cameras capable of capturing license plates;
- System shall comply with the purchasing agencies' lighting standards for fixed installations;
- Cameras must operate on a filtered, regulated and short-circuit-protected power source.
- The system will be protected from damage due to input of voltage, reverse polarity, and electrical transients that may be encountered.
- Camera will need to possess sufficient internal memory such that during times of impaired network connectivity data will not be lost.
- Ruggedized exterior for camera and networking equipment
- Vibration resistant
- Rugged mounts that provide stability to all equipment

**Network Conditions:**
- System Network connection should be capable of sustained 250kb/s speeds.
- Human intervention shall not be required to establish/maintain the connection
- Connection should be capable of automatic reconnection in the event of power-loss or temporary issue with service provider.
- If a device is required at each network connection point, it shall be capable of encrypting data being sent back to any Agency network.

**Warranty and Maintenance:**
- System selected shall include a comprehensive warranty and maintenance for the maximum amount of time allowed by the grant guidelines;

**Regional Sharing:**
- Any agency using UASI/SHSG Grant Funding shall agree to enter into a standard Memorandum of Agreement to share data between LA-LB UASI law enforcement members (to be developed and provided prior to final grant award);
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND MICHAEL T. LITTLE, dba COUNTER RISK, INC.

This Second Amendment is entered into this 05th day of June, 2018, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and MICHAEL T. LITTLE dba COUNTER RISK, INC ("CONSULTANT").

1. The term of the Agreement is extended from January 01, 2018 to September 30, 2019.

2. The parties also desire to amend the Agreement to increase the total amount of the Agreement by $139,125, so that the total, not-to-exceed amount of the Agreement is $370,125.

3. This Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitute one instrument executed on the same date.

4. Except as modified by this Amendment, all other terms and conditions of Agreement No. 5348 remain the same.

[Signatures on next page]
IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first herein above written.

CITY OF EL SEGUNDO

Greg Carpenter,
City Manager

MICHAEL T. LITTLE
dba COUNTER RISK, INC.

Michael T. Little

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney

Taxpayer ID No. 82-1454539
AGENDA DESCRIPTION:
Consideration and possible action to approve new part-time classifications of Lifeguard and Senior Lifeguard, for the purposes of clearing defining the roles, responsibilities and minimum qualifications for these positions and designating an hourly pay rate commensurate with the responsibilities of the positions. (Fiscal Impact: Estimated $48,800 Annually)

RECOMMENDED COUNCIL ACTION:
1. Approve the part-time classifications and job descriptions of Lifeguard and Senior Lifeguard; and,
2. Approve the proposed hourly pay rate schedule for Lifeguard and Senior Lifeguard; and/or,
3. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Financial Impact Analysis
2. Proposed Job Description and Classification - Lifeguard
3. Proposed Job Description and Classification – Senior Lifeguard
4. Compensation Comparison – Pay rates in comparable classifications in surrounding cities
5. Classification Comparison – Job descriptions of comparable classifications in surrounding cities

FISCAL IMPACT: $48,800 Annually
  Amount Budgeted: N/A
  Additional Appropriation: N/A
  Account Number(s): N/A

STRATEGIC PLAN:
  Goal: 3a El Segundo is a City employer of choice and consistently hires for the future
  Objective: 3 The City has a comprehensive, intentional approach to staff development, training and succession

ORIGINATED BY: Meredith Petit, Director of Recreation and Parks
REVIEWED BY: Joe Lillo, Acting Director of Human Resources / Director of Finance
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Recreation and Parks Department historically offered a four-level part-time classification progression: Recreation Leader I, Recreation Leader II, Recreation Leader III, and Recreation Leader IV. Over the past several years, the State of California minimum wage has increased incrementally and will continue to increase to $15.00 per hour in 2022. As the minimum wage has increased, the part-time pay rates have not been adjusted and as a result, the progressive nature of the part-time journey is no longer in place; the Recreation Leader I classification no longer exists, and pay steps A and B have been eliminated from the Recreation Leader II classification. This results in the lowest level entry into the field is Step C (there are five steps per classification) of what was intended to be the second level of the journey.
Furthermore, the role of Lifeguard and Senior Lifeguard have been imbedded into the Recreation Leader III and IV classifications, respectively. The pay range for Recreation Leader III is currently $12.45-$15.14 per hour, and Recreation Leader IV is $15.93-$19.36 per hour. These two positions require additional certifications, including American Red Cross Lifeguard Certification, CPR, First Aid and AED, as well as job-specific experience. While the starting pay for these classifications historically were paid over 50% more than the lowest entry level step into the Department, they are now just 13% higher than minimum wage. Lifeguard positions are critically important to the safety of the aquatics facilities and programs, and as such, it is imperative that qualified applicants be recruited and retained. When acting in the Swim Instructor capacity, Lifeguards are required to have a Water Safety Instructor certification, and receive a pay rate of two steps higher than their assigned Lifeguard rate.

With the opening of the new El Segundo Aquatics Center just three months away, the City has a need to increase the current Lifeguarding staff by 200%, from about 25 to 75 employees. The Department is experiencing difficulty recruiting experienced Lifeguards with year-round and day-time availability. High school students are typically available for night and weekend shifts, but the new facility will require significant staffing during all hours of the day, and coverage of three times as much pool area than the current facility. Additionally, the Department is limited to scheduling each part-time employee no more than 999 hours per year, equivalent to an average of less than 20 hours per week. To that end, the target market for Lifeguard positions is college students and young adults who are more experienced and more available, and competitive wages are a major component of employee attraction and retention.

Staff has compiled data from surrounding cities’ comparable classifications and pay rates. The average starting hourly pay rate for Lifeguard is $15.13 and Senior Lifeguard is $18.04. To become more in line with the market, and to offer clearly defined roles and responsibilities for these critical positions, staff recommends the creation of two new part-time classifications, Lifeguard and Senior Lifeguard, with pay ranges starting at $14.50 and $18.00 respectively. Each classification would have five steps with an incremental increase of 5% between each step.

<table>
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<tr>
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<th>Lifeguard</th>
<th>Sr. Lifeguard</th>
</tr>
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<td>$18.00</td>
</tr>
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</tr>
<tr>
<td>C</td>
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</tr>
<tr>
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</table>

In the current Aquatics operations consisting of the Plunge and Outdoor Pools, the fiscal impact of this change is estimated as a slight increase of $10,089 annually, or 4.41%. The Aquatics Center budget for FY18/19 is anticipated to incorporate 5,900 hours for Senior Lifeguard, 18,500 hours for Lifeguard, and 5,550 hours of Swim Instruction, and the variance between the current rates and proposed rates would be approximately $38,709, or 9.41%.

If approved, staff recommends the rates to be effective as soon as feasibly possible, to meet the recruitment needs. Current employees would be reclassified and assigned the hourly wage that is closest to their current hourly wage, but not less. The anticipated fiscal impact for the remainder of FY17/18 is less than $3,000, which can be absorbed into the existing budget. The anticipated fiscal impact for FY18/19 is about $50,000, which will be included in the budget for next year if this item is approved.
### Financial Impacts of Increasing Part-Time Rates in at Plunge + Outdoor Pools

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Estimated # of hours/yr</th>
<th>Current Budgeted Rate</th>
<th>Annual Budget</th>
<th>Proposed Budgeted Rate</th>
<th>Proposed Annual Budget</th>
<th>Variance</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Lifeguard</td>
<td>5,050</td>
<td>$17.56</td>
<td>$88,678</td>
<td>$18.00</td>
<td>$90,900</td>
<td>$2,222</td>
<td>2.51%</td>
</tr>
<tr>
<td>Lifeguard</td>
<td>8,150</td>
<td>$13.73</td>
<td>$111,900</td>
<td>$14.50</td>
<td>$118,175</td>
<td>$6,276</td>
<td>5.61%</td>
</tr>
<tr>
<td>Swim Instructor</td>
<td>1,850</td>
<td>$15.13</td>
<td>$27,991</td>
<td>$15.99</td>
<td>$29,582</td>
<td>$1,591</td>
<td>5.68%</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>15,050</strong></td>
<td><strong>$228,568</strong></td>
<td><strong>$238,657</strong></td>
<td></td>
<td><strong>$10,089</strong></td>
<td></td>
<td><strong>4.41%</strong></td>
</tr>
</tbody>
</table>

### Financial Impacts of Proposed Part-Time Rates at E.S. Aquatics Center

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Estimated # of hours/yr</th>
<th>Current Budgeted Rate</th>
<th>Estimated Annual Budget</th>
<th>Proposed Budgeted Rate</th>
<th>Proposed Annual Budget</th>
<th>Variance</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Lifeguard</td>
<td>5,900</td>
<td>$17.56</td>
<td>$103,604</td>
<td>$18.90</td>
<td>$111,510</td>
<td>$7,906</td>
<td>7.63%</td>
</tr>
<tr>
<td>Lifeguard</td>
<td>18,500</td>
<td>$13.73</td>
<td>$254,005</td>
<td>$15.23</td>
<td>$281,755</td>
<td>$27,750</td>
<td>10.92%</td>
</tr>
<tr>
<td>Swim Instructor</td>
<td>3,550</td>
<td>$15.13</td>
<td>$53,712</td>
<td>$15.99</td>
<td>$56,765</td>
<td>$3,053</td>
<td>5.68%</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>27,950</strong></td>
<td><strong>$411,321</strong></td>
<td><strong>$450,030</strong></td>
<td></td>
<td><strong>$38,709</strong></td>
<td></td>
<td><strong>9.41%</strong></td>
</tr>
</tbody>
</table>

### Financial Impacts of Proposed Part-Time Rates at all Aquatics Facilities (Combined Totals)

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Estimated # of hours/yr</th>
<th>Estimated Annual Budget</th>
<th>Proposed Annual Budget</th>
<th>Variance</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. Lifeguard</td>
<td>10,950</td>
<td>$192,282</td>
<td>$202,410</td>
<td>$10,128</td>
<td>5.27%</td>
</tr>
<tr>
<td>Lifeguard</td>
<td>26,650</td>
<td>$365,905</td>
<td>$399,930</td>
<td>$34,026</td>
<td>9.30%</td>
</tr>
<tr>
<td>Swim Instructor</td>
<td>5,400</td>
<td>$81,702</td>
<td>$86,346</td>
<td>$4,644</td>
<td>5.68%</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>43,000</strong></td>
<td><strong>$639,889</strong></td>
<td><strong>$688,686</strong></td>
<td><strong>$48,798</strong></td>
<td><strong>7.63%</strong></td>
</tr>
</tbody>
</table>
City of El Segundo

Department of Recreation and Parks

Part Time Job Description – Pool Lifeguard

**SALARY:** $14.50-$17.62 PER HOUR (The salary range is subject to change. You may confirm the starting salary with the hiring department before accepting a job offer.)

**DEFINITION:** This is a seasonal, part-time, hourly position working under the direction of the Aquatics Recreation Supervisor, Aquatics Recreation Coordinator and Senior Lifeguards.

**DUTIES:** Duties include, but are not limited to working and communicating effectively with children, the general public and other staff members; promote a positive, friendly and energetic attitude; follow oral and written instructions; have the ability to assist and protect the life and well-being of each and every patron by implementing the latest safety procedures, policies, rules, regulations and ordinances set forth by both the American Red Cross and City of El Segundo. Surveys a public swimming pool; prevents patron accidents; rescues swimmers in distress; conducts beginning to advanced swim level courses; enforces regulations and codes; and performs other related duties, as assigned.

The primary responsibility of the lifeguard is the safety and protection of pool patrons by preventing accidents, and when required, making rescues. The lifeguard must be alert and take action in enforcing safety rules and ordinances. In an emergency, the lifeguard must think quickly and clearly, in some cases taking personal risks and exerting considerable physical effort. The lifeguard is required to work day and evening hours including weekends.

**QUALIFICATIONS:** Current American Red Cross certification in the following: First Aid, CPR & AED for the Professional Rescuer, Lifeguard Training. Previous aquatic work experience, strong leadership skills and athletic background highly desirable. As a condition of employment, a lifeguard must attend all in-service trainings.

**WORKING CONDITIONS:** The work is regularly performed indoors and outdoors in variable weather conditions. Must be able to work in an outdoor public pool environment. May be required to work a varied schedule, which may include days, evenings, weekends and holidays. Will be required to wear uniform while on duty.

**AGE:** 15 years of age.

**MEDICAL:** City medical exam required after successful completion of the swim test and interview.

**DOCUMENTS:** All new city employees must show satisfactory proof of identity and a legal right to work in the United States.

**TESTING PROCESS:** Oral interview, swim test and rescue technique skills test. As a condition of employment; candidates must pass a fingerprint check and provide proof of successfully passing a screening exam for tuberculosis.
City of El Segundo

Department of Recreation and Parks

Job Description – Senior Lifeguard

SALARY: $18.00-$21.88 PER HOUR (The salary range is subject to change. You may confirm the starting salary with the hiring department before accepting a job offer.)

DEFINITION: This is a seasonal, part-time, hourly position working under the direction of the Aquatics Recreation Supervisor and Aquatics Recreation Coordinator. This position monitors and coordinates the work activities of Pool Lifeguards and instructs swim lessons as assigned.

DUTIES: Duties include, but are not limited to, working and communicating effectively with children, the general public and other staff members; promote a positive, friendly and energetic attitude; follow oral and written instructions; have the ability to assist and protect the life and well-being of each and every patron by implementing the latest safety procedures, policies, rules, regulations and ordinances set forth by both the American Red Cross and City of El Segundo. Surveys a public swimming pool; prevents patron accidents; rescues swimmers in distress; conducts beginning to advanced swim level courses; enforces regulations and codes; and performs related work. Assists with coordinating various aquatic activities. Perform pool maintenance and cleaning. Completes various forms and paperwork pertinent to the day-to-day operation of an aquatic facility. Performs minor facility clean up and maintenance. Performs pool chemistry check every two hours. Ensures that the pool, decks, and dressing rooms are safe, clean and orderly. Perform other related duties, as assigned.

KNOWLEDGE OF: Teaching principles and practices, swimming instruction techniques and methods. Water safety practices, basic recordkeeping procedures and effective customer service techniques.

QUALIFICATIONS: Current American Red Cross certification in the following: First Aid, CPR & AED for the Professional Rescuer, Lifeguard Training. Minimum one year of recent, paid lifeguard experience or two summer seasons of experience as a lifeguard, which must include experience teaching organized swim lessons and experience working with the public. Strong leadership skills and athletic background highly desirable.

American Red Cross Lifeguard Instructor and Water Safety Instructor certifications preferred but not required.

As a condition of employment, a lifeguard must attend all in-service trainings.

WORKING CONDITIONS: The work is regularly performed indoors and outdoors in variable weather conditions. Must be able to work in an outdoor public pool environment. May be required to work a varied schedule, which may include days, evenings, weekends and holidays. Will be required to wear uniform while on duty.

AGE: 1 years of age.

MEDICAL: City medical exam required after successful completion of the swim test and interview.

DOCUMENTS: All new city employees must show satisfactory proof of identity and a legal right to work in the United States.

TESTING PROCESS: Oral interview, swim test and rescue technique skills test. As a condition of employment, candidates must pass a fingerprint check and provide proof of successfully passing a screening exam for tuberculosis.
<table>
<thead>
<tr>
<th></th>
<th>Lifeguard</th>
<th></th>
<th>Senior Lifeguard</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Starting</td>
<td>Ending</td>
<td>Starting</td>
<td>Ending</td>
</tr>
<tr>
<td>City of Redondo Beach*</td>
<td>$11.00</td>
<td>$12.77</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City of El Segundo</strong></td>
<td><strong>$12.45</strong></td>
<td><strong>$15.14</strong></td>
<td><strong>$15.93</strong></td>
<td><strong>$19.36</strong></td>
</tr>
<tr>
<td>City of Hawthorne</td>
<td>$14.22</td>
<td></td>
<td>$16.00</td>
<td></td>
</tr>
<tr>
<td>City of Manhattan Beach</td>
<td>$14.36</td>
<td>$15.83</td>
<td>$15.17</td>
<td>$16.73</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$18.57</td>
<td>$20.48</td>
</tr>
<tr>
<td>City of Torrance</td>
<td>$14.65</td>
<td>$16.14</td>
<td>$16.35</td>
<td>$18.00</td>
</tr>
<tr>
<td>City of Culver City</td>
<td>$16.32</td>
<td>$17.99</td>
<td>$17.53</td>
<td>$19.33</td>
</tr>
<tr>
<td>County of LA</td>
<td>$16.90</td>
<td>$17.83</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Los Angeles</td>
<td>$17.38</td>
<td></td>
<td>$26.76</td>
<td></td>
</tr>
<tr>
<td>City of Santa Monica</td>
<td>$18.93</td>
<td></td>
<td>$3,858 (monthly)</td>
<td>$4,763 (monthly)</td>
</tr>
</tbody>
</table>

*Seaside Lagoon
POOL MANAGER – PLUNGE (Job Code #1675)
$17.5298 to $19.3265 per hour

JOB DESCRIPTION
Under close supervision candidates selected for these positions will perform a variety of duties. Organizes and conducts a well-balanced aquatic program at the Culver City Municipal Pool. Will perform lifeguard duties during public recreation swimming hours. Supervises pool deck, enforces regulations, prevents accidents and effects rescues; assists with pool maintenance and operation and the testing of chemicals; maintains pool records; attends staff meetings and service training programs; performs other related duties. This position is frequently exposed to intense sunlight and full sunlight.

MINIMUM REQUIREMENTS
Any combination equivalent to training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way: possess one (1) year work experience as a lifeguard or swimming instructor and must be at least 21 years of age.

REQUIRED CERTIFICATE(S)
The following current certificates must be submitted at time of application for full consideration: 1) Red-Cross Water Safety Instructor, 2) CPR, and 3) First-Aid.

SCHEDULE
This position is part-time, will work approximately 4-40 hours per week. Applicants must be available to work evenings and weekends.

APPLICATION METHOD
Applicants may download a City application at: www.culvercity.org/jobs or obtain an application in person at the Human Resources Department, 9770 Culver Boulevard, Culver City, CA 90232. A complete application, including copies of relevant certificates must be submitted to the Human Resources Department, at the above address. Individuals that submit incomplete application materials may not receive full consideration for the position.

TESTING PROCESS
Suitability for the position will be evaluated with a performance test and an oral appraisal interview. The performance test will measure the ability to perform life saving techniques. This test will be qualifying, i.e., it will determine who will be invited to the oral appraisal interview. The interview will evaluate training, experience and personal qualifications and will be weighted at 100%.

SELECTION PROCESS
Selected candidates must provide the following: 1) Copy of a TB certificate that is no older than two years from the date of application upon job offer and 2) Proof of eligibility to work in the U.S. at time of appointment. Selected candidates will be required to purchase and wear a department swimsuit. Outer clothing (T-shirt, sweatshirt, etc.) will be provided.

RECREATION DIVISION
The Culver City Recreation Division is a professional, innovative organization that provides fun, safe, quality recreational programs which inspire people and enhance the vitality and well being of all who participate.

Equal Opportunity Employer
Note: Special assistance for persons with disabilities may be available to help with the application and examination process upon request. Contact the Human Resources Department, P.O. Box 507, Culver City, CA 90232-0507. (310) 253-0640 V/TDD (310) 253-5647 (Hearing Impaired Only). — Women, Minorities & Disabled Encouraged to Apply.

The provisions of this bulletin do not constitute a contract, express or implied, and any provisions in this bulletin may be modified or revoked without notice.
LIFEGUARD/SWIM INSTRUCTOR – PLUNGE (Job Code #1674)
$16.3170 to $17.9895 per hour

JOB DESCRIPTION
Under close supervision organizes and conducts a well-balanced aquatic program at the Culver City Municipal Pool. Supervises pool deck, enforces regulations, prevents accidents and effects rescues. Teaches swimming, lifesaving and water safety classes. Assists with pool maintenance and operation and the testing of chemicals. Maintains pool records, attends staff meetings and service training programs, and performs other related duties. This position is frequently exposed to intense sunlight and full sunlight.

MINIMUM REQUIREMENTS
Any combination equivalent to training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way: possess experience in supervising the use and safety of swimming pools and must be at least 17 years of age.

REQUIRED CERTIFICATE(S)
The following current certificates must be submitted at time of application for full consideration: 1) CPR 2) First-Aid 3) Red-Cross Water Safety Instructor and 4) Lifeguard Training.

SCHEDULE
This is a part-time position, will work approximately 4-40 hours per week. Applicants must be available to work evenings and weekends. Vacation is not permitted during the entire summer.

APPLICATION METHOD
Applicants may download a City application at: www.culvercity.org/jobs or obtain an application in person at the Human Resources Department. A complete application, including copies of relevant certificates must be submitted to the Human Resources Department, at the above address. Individuals that submit incomplete application materials may not receive full consideration for the position.

TESTING PROCESS
Suitability for the position will be evaluated with a performance test and an oral appraisal interview. The performance test will measure the ability to perform life saving techniques. This test will be qualifying, i.e., it will determine who will be invited to the oral appraisal interview. The interview will evaluate training, experience and personal qualifications and will be weighted at 100%.

SELECTION PROCESS
Selected candidates must provide the following: 1) Copy of a TB Certificate that is no older than two years from the date of application upon offer and 2) Proof of eligibility to work in the U.S. at time of appointment. Selected candidates will be required to purchase and wear a department swimsuit. Outer clothing (T-shirt, sweatshirt, etc.) will be provided.

RECREATION DIVISION
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CITY OF HAWTHORNE
Human Resources Department
4455 W. 126th Street
Hawthorne, CA 90250
(310) 349-2950
www.cityofhawthorne.gov
An Equal Opportunity Employer

EMPLOYMENT OPPORTUNITY

LIFEGUARD- Water Safety Instructor
(Non Classified)
Hourly Seasonal Positions

SALARY: $14.22 per hour

OPEN: Monday, July 10, 2017
CLOSES: Open Until Sufficient Amount of Applications Received
(No faxes, postmarks, or emails accepted)

THE POSITION

This is a seasonal, hourly position working under the direction of the Assistant Recreation Supervisor and/or Aquatic Director. Duties include, but are not limited to working and communicating effectively with children, the general public and other staff members; promote a positive, friendly and energetic attitude; follow oral and written instructions; have the ability to assist and protect the life and well-being of each and every patron by implementing the latest safety procedures, policies, rules, regulations and ordinances set forth by both the American Red Cross and the City of Hawthorne. Must be available to work mornings, evenings and/or weekends and holidays; and perform related work as necessary.

MINIMUM QUALIFICATIONS

Education, Training, & Experience: Current American Red Cross certifications in the following: First Aid, CPR for the Professional Rescuer, Lifeguard Training, AED Module, and WSI (Title 22). Previous aquatic work experience, strong leadership skills and athletic background highly desirable. Must be at least 16 years of age at the time of appointment.

APPLICANT INFORMATION

Application materials can be found online at www.cityofhawthorne.org or you can pick up in person at the City of Hawthorne Human Resources Department, 4455 W. 126th Street on M-Th from 7:30 a.m. to 5:30 p.m. and on alternate Fridays from 7:30 a.m. to 4:30 p.m. The completed application must be accompanied with proof of certifications and other relevant documents and returned to the Human Resources Department. Please note that resumes will not be accepted in lieu of the required City application. Applications that do not clearly demonstrate that the candidate meets the requirements of the position may be rejected. Incomplete and/or illegible applications may be rejected.

All applications will be reviewed, but due to the large volume of applications typically received, only those candidates determined to be the MOST QUALIFIED on the basis of experience and education, as submitted, will be invited to participate in the selection process.

TESTING

Oral interview, swim test and rescue techniques skills test (100%). As a condition of employment, candidates must pass a fingerprint check and provide proof of successfully passing a screening exam for tuberculosis.

THE PROVISIONS OF THIS JOB BULLETIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OR GUARANTEE OF EMPLOYMENT. ANY OF THE PROVISION CONTAINED HEREIN MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.
RECRUITMENT PROCESS

Application Procedure: A City application and supplemental questionnaire is required for every position applied for and must be filled out completely, showing clearly that the minimum qualifications are met. All statements are subject to investigation and verification. False statements will be cause for disqualification, removal from the eligibility list, or discharge from employment. Applicants will be notified by mail of all actions taken with regard to their application.

EMPLOYMENT INFORMATION

All employment offers are conditional based upon the successful completion of a City paid pre-employment medical exam, drug screening, thorough background check, and fingerprinting process.

Disabled applicants requiring special testing arrangements should contact the Human Resources Department prior to the final filing date.

The Immigration Reform and Control Act of 1986 requires all new employees to show proof of their legal right to work in the United States at the time of hire. Original documentation is required as proof.

Proof of a valid California Driver’s License will be required if the operation of a motor vehicle is required in carrying out the duties of the position.

To receive Veteran’s Preference, proof of your honorable discharge must be submitted at the time of filing the City application (Copy of DD214).

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Hawthorne is an Affirmative Action/Equal Employment Opportunity Employer. We are committed to providing all individuals equal opportunity in employment regardless of age, sex, race, national origin, religion, color, ancestry, marital status, sexual orientation, medical condition, physical or mental disability, or service as a military veteran. Women, minorities and disabled individuals are encouraged to apply.

ABOUT THE CITY

Proudly Serving the Community for over 80 Years!

Incorporated in 1922, the City of Hawthorne currently has a population of nearly 87,000 within a six square mile area. Ideally located near the Los Angeles International Airport, connected by rail to the Port of Los Angeles and downtown Los Angeles, and surrounded by the San Diego (I-405), Harbor (I-110), and Glenn M. Anderson (I-105) Freeways, the City of Hawthorne could easily be termed the "Hub of the South Bay." By virtue of its location, Hawthorne affords easy, quick access to all that Southern California offers; culture, sports, entertainment, mountains, and beaches. Temperatures in the area are always among the most pleasant in the Los Angeles basin. The City of Hawthorne possesses a shared vision towards the future to create a great city and build an economy, which supports the community's desire for a high quality of life.
CITY OF LOS ANGELES
Department of Recreation and Parks
CITYWIDE AQUATICS DIVISION
Web Site: www.laparks.org    Email: citywide.aquatics@lacity.org

SEASONAL PART-TIME JOB ANNOUNCEMENT

SEASONAL POOL LIFEGUARD
Revision 1/24/17 (Class Code: 2413)

THIS EXAMINATION IS GIVEN TO FILL SUMMER 2017 SWIMMING POOL POSITIONS ONLY

SALARY: $17.38/hour (The salary range is subject to change. You may confirm the starting salary with the hiring department before accepting a job offer.)

DUTIES: Surveys a public swimming pool; prevents patron accidents; rescues swimmers in distress; conducts swimming, lifesaving, and instructor level courses; enforces regulations and codes; coaches team and individual aquatic sports and performs related work. The primary responsibility of the lifeguard is the safety and protection of pool patrons by preventing accidents, and when required, making rescues. The lifeguard must be alert and take action in enforcing safety rules and ordinances. In an emergency, the lifeguard must think quickly and clearly, in some cases taking personal risks and exerting considerable physical effort. The lifeguard is required to work day and evening hours including weekends. An employee of this class is usually employed only during the summer months and must qualify each year in a performance test. As a condition of employment, a lifeguard must successfully complete the Lifeguard Academy, attend all in-service trainings and be available the entire summer season, 6/04/17 – 9/04/17.

REQUIREMENTS:

1. EXPERIENCE: None

2. AGE: 17 years of age by May 28, 2017. A valid government issued photo ID is required to take the test and must be presented at the time of test to be admitted. (See section #4 - Department of Homeland Security for types of acceptable identification to bring on test date.)

3. MEDICAL: City medical exam required after successful completion of the swim test and interview.

4. DOCUMENTS: DEPARTMENT OF HOMELAND SECURITY: All new city employees must show satisfactory proof of identity and a legal right to work in the United States.

If you have ONE document from CATEGORY A, you will need no further documentation.

A. Documents that show both identity and employment eligibility:

If you DO NOT have documentation from CATEGORY A, you need one document EACH from Categories B and C.

B. Documents that show identity only:
   Valid Driver’s License, D.M.V. ID Card, Current School ID with photograph, U.S. Military Card, Draft Record or Military Dependent’s ID Card.

C. Documents that show employment eligibility only:

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

(OVER)
All names and initials MUST match exactly when presenting one document from CATEGORY B and CATEGORY C. This includes, but is not limited to: spelling, titles, initials and surnames. Documents with missing information will NOT be accepted. All documents must be on hand at the test location or submitted to the office immediately following the test.

5. TESTING CRITERIA: Module 1 of the Los Angeles City Pre-Academy Training (LAC-PAT) Course must be completed prior to taking the Lifeguard Test.
CONTACT YOUR LOCAL CITY YEAR ROUND POOL FOR INFORMATION ON LAC-PAT

6. LIFEGUARD ACADEMY: New applicants selected for appointment will be required to successfully complete the paid 50 hour Lifeguard Academy as well as additional paid in-service training.

   A. SWIM TEST - 60 points
   Candidate must successfully complete the 70 - foot Dummy Tow under 1 minute 18 seconds to continue to the medley swim. The 200 Meter Medley Swim (breast, back, side, and crawl stroke) will need to be completed in under 4 minutes 18 seconds to continue to the interview process.

   B. ORAL INTERVIEW - 40 points

CANDIDATES MUST RECEIVE A MINIMUM OF 75 POINTS TO BE CONSIDERED FOR THE LIFEGUARD ACADEMY

CONTACT YOUR LOCAL YEAR ROUND POOL TO PRACTICE THE LIFEGUARD TEST

<table>
<thead>
<tr>
<th>LIFEGUARD TESTING SITES</th>
<th>LIFEGUARD ACADEMY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday, February 12, 2017</td>
<td>All recruits must attend all dates and successfully pass all required elements of the 50 hour Lifeguard Academy</td>
</tr>
<tr>
<td>Check In: 8:00 a.m.</td>
<td>DATES &amp; TIMES</td>
</tr>
<tr>
<td>Westwood Pool</td>
<td>April 29, 30</td>
</tr>
<tr>
<td>1350 Sepulveda Boulevard</td>
<td>May 6, 7, 13, 14, 20, 21</td>
</tr>
<tr>
<td>Los Angeles, CA 90025</td>
<td>8:00 a.m. - 6:00 p.m.</td>
</tr>
<tr>
<td>(310) 478 - 7019</td>
<td>All dates are Saturday and Sundays.</td>
</tr>
<tr>
<td>Please note: Testing process will take approximately 4 – 8 hours to complete. Please bring water and lunch. Candidates will not be allowed to leave test site.</td>
<td>Training location to be announced</td>
</tr>
</tbody>
</table>

FOR MORE INFORMATION CALL OR EMAIL CITYWIDE AQUATICS
Call (323) 906-7953 or Email: citywide.aquatics@lacity.org

The City of Los Angeles does not discriminate on the basis of race, religion, national origin, sex, age, marital status, sexual orientation, disability, creed, color, ancestry, medical condition (cancer), or Acquired Immune Deficiency Syndrome. Applicants or employees who believe that they have been discriminated against are encouraged to contact the Office of Discrimination Complaint Resolution at (213) 473-9123.

(Rev. 11/2016)
SEASONAL PART-TIME JOB ANNOUNCEMENT

SEASONAL POOL MANAGER II
(Code No. 2408)

THIS EXAMINATION IS GIVEN TO FILL SUMMER 2018 SWIMMING POOL POSITIONS ONLY

SALARY: $26.76/hour (The current salary range is subject to change. You may confirm the starting salary with the hiring department before accepting a job offer.)

DUTIES:

Supervises the operation of a municipal pool; trains and supervises lifeguards, pool clerks, and locker attendants; acts as a lifeguard; develops, promotes, directs and conducts pool programs in swimming, lifesaving, swim team, springboard diving, synchronized swimming, and water polo; enforces rules, policies and codes related to municipal swimming pool operations.

As a condition of employment, a pool manager must attend all in-service trainings, workshops and be available for the entire summer season, 6/03/18 – 09/03/18.

REQUIREMENTS:

1. EXPERIENCE: One (1) full season paid experience as a Pool Manager I with the City of Los Angeles.

2. AGE: 18 years of age by June 1, 2018

3. To be eligible for the Pool Manager II list a candidate must score a minimum combined 70 points from the written exam and oral interview.

EXAMINATION:

ORAL INTERVIEW - Weighted 100%

Placement of a candidate is determined by the number of vacancies, oral interview, availability, and previous work record.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

(OVER)
Due to the uncertainty regarding the City of Los Angeles operating budget, Citywide Aquatics has scheduled dates for testing for promotional employees only. If the operation budget for open positions in the Pool Manager II class is approved, those who are on the promotional list will be notified in a timely manner.

SEASONAL POOL MANAGER II INTERVIEW

CITYWIDE AQUATICS OFFICE
3401 Riverside Dr.
Los Angeles, CA 90027
(323) 906 - 7953

on

SATURDAY, MARCH 3, 2018

by

APPOINTMENT ONLY
(Appointments begin at 9:00 a.m.)

Call Citywide Aquatics between February 20 and February 23, 2018 to schedule an appointment for an interview. Office hours are Monday through Friday, 10:00 a.m. to 5:00 p.m.

No appointments will be made after 5:00 p.m. February 23, 2018

The City of Los Angeles does not discriminate on the basis of race, religion, national origin, sex, age, marital status, sexual orientation, disability, creed, color, ancestry, medical condition (cancer), or Acquired Immune Deficiency Syndrome. Applicants or employees who believe that they have been discriminated against are encouraged to contact the Office of Discrimination Complaint Resolution at (213) 473-9123.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

(Rev. 11/2016)
Employment Opportunities

Pool Lifeguard/Instructor, Job No. 17-010

Type: Part Time
Salary/Pay Rate: $14.36
Posted Date: 08/07/2017

The City of Manhattan Beach is now accepting applications for the position of part-time Pool Lifeguard/Instructor. The Pool Lifeguard/Instructor will supervise the activities of swimmers in and around the pool; teach swim lessons to children and adults; teach special aquatics classes; perform rescues; administer first aid; facilitate special events; perform light maintenance duties on the pool and grounds; and perform other related duties as assigned.

HOURS: Part-Time positions will not work over 960 hours per fiscal year. Will be required to work shifts, weekends, and/or holidays.

QUALIFICATIONS:

Training and Experience: Lifeguard and/or prior aquatics experience is desirable, including training or certification in the swimming strokes and courses being instructed.

Special Requirements: Must have current American Red Cross CPR/Lifeguard/First Aid/AED/Oxygen administration certification. Title 22 Advance First Aid is desirable. Must be at least 16 years old at the time of application. Minimum legal requirement for working minors including a work permit on the first day of employment per the California Child Labor Laws.

Knowledge, Skills, and Abilities: Must have working knowledge of techniques and methods of swimming instruction for all age groups; basic principles and methods of lifeguarding, CPR, first aid, and water/rescue; methods for keeping water and surrounding areas safe for public use; applicable safety precautions and procedures related to the aquatic facility; and customer service techniques.

Must be able to effectively instruct swimmers in the techniques of swimming and in water safety; handle swim rescues and medical emergencies in a calm and effective manner; provide and administer basic first aid, CPR, AED, and oxygen; prepare complete and accurate reports; appropriately use pool and related safety equipment; maintain facilities and equipment in a clean and safe manner; and communicate effectively with pool patrons, staff, contractors, general public, and others encountered in the scope of work.

HOW TO APPLY: A completed City employment application and criminal conviction form is required and will be accepted until the needs of the department have been met. Facsimiles, electronic email and final filing date postmarks are not accepted. You can download a job announcement and City application below or by contact the Human Resources Department at (310) 802-5258. Applications will be reviewed and those candidates whose background and experience best meet the needs of the Department will be invited to participate in the selection process.


142 1/2
City Employment Application (MS Word)

Criminal Conviction Form (PDF)

Job Announcement (PDF)

If you need special assistance in the recruitment process, please contact the Human Resources Department at (310) 802-5258.

The City of Manhattan Beach does not discriminate NOTE: A drug test may be administered as part of the pre-employment medical exam. The provisions of this brochure do not constitute a contact, express, or implied, and any provisions contained in this bulletin may be modified or revoked.

Return to full list >>
POOL LIFEGUARD (AS-NEEDED)

Class Code: 2500

Bargaining Unit: Temporary/As Needed (no bargaining unit)

SALARY RANGE

$18.93 Hourly

CLASS CONCEPT:

REPORTS TO: Principal Community Services Supervisor – Aquatics and/or designee

DEPARTMENT: Community and Cultural Services

DIVISION: Human Services

APPROVED: Personnel Board 12/03/15 (rev); 02/24/05 (rev); 10/28/04 (rev); 04/22/04; 9/22/99

JOB SUMMARY: Ensures the safety of the public and other users at various aquatic facilities in the City. Performs emergency care as necessary. Performs pool maintenance duties. Assists the Chief Pool Lifeguard in pool operation activities, as required.

MAJOR DUTIES:

Assists with coordinating various aquatic activities.

Enforces swimming pool rules and regulations. Maintains order in and around the pool.

Recognizes and performs aquatic emergency rescues, administers artificial respiration, CPR, and first aid, when necessary.

Keeps pool, decks, and dressing rooms safe, clean and orderly.

Performs minor facility clean up and maintenance.

Completes various forms and paperwork pertinent to the day-to-day operation of an aquatic facility.

Completes chemical checks of the pool water.

Follows and enforces all applicable safety rules and regulations.

Performs other duties, as assigned.

MINIMUM QUALIFICATIONS:

https://agency.governmentjobs.com/santamonica/default.cfm?action=specbulletin&ClassSpecID=21401&headerfooter=0
Knowledge of:

- Water safety practices.
- Effective customer service techniques.

Ability to:

- Perform lifesaving techniques.
- Respond and handle emergency incidents in an appropriate manner.
- Establish and maintain effective and cooperative working relationships with City employees and the public.
- Swim with proficiency and endurance.
- Provide effective customer service.

Skill in:

- Lifeguarding, first aid and CPR techniques.
- Reading, writing and communicating in English at an appropriate level.
- Basic computer operations with applicable software.

Education, Training and Experience:

- Currently enrolled in high school or the equivalent.

Licenses and Certificates:

- Possession of a valid American Red Cross or state recognized certificate in the following:
  - CPR for the Professional Rescuer (or American Heart Association Healthcare Provider),
  - Lifeguard Training
  - First Aid for Public Safety Personnel (Title 22) within 6 months of hire.

- Obtain a valid work permit, if applicable.

SUPPLEMENTAL INFORMATION:

SUPERVISION RECEIVED:

- Works under the general supervision of the Principal Community Services Supervisor – Aquatics and/or designee.

SUPERVISION EXERCISED:

- May provide general supervision over Junior Lifeguards and Student Workers.

WORKING CONDITIONS:

- The work is regularly performed indoors and outdoors in variable weather conditions. Must be able to work in an outdoor public pool environment. May be required to work a varied schedule which may include days, evenings, weekends, and holidays. Will be required to wear a uniform while on duty. For more comprehensive information, click HERE to access the Essential Functions Job Analysis for this job classification.
SENIOR LIFEGUARD

City of Santa Monica - Class Specification Bulletin

Class Code: 2495
Bargaining Unit: Municipal Employees Association

SALARY RANGE

$22.26 - $27.48 Hourly
$1,780.62 - $2,198.31 Biweekly
$3,858.00 - $4,763.00 Monthly
$46,296.00 - $57,156.00 Annually

CLASS CONCEPT:

REPORTS TO: Principal Community Services Supervisor – Aquatics and/or designee

DEPARTMENT: Community and Cultural Services

DIVISION: Community Programs

APPROVED: Personnel Board 12/03/15 (rev); 08/21/07 (rev); 06/24/04

JOB SUMMARY: Teaches swimming and/or specialized aquatic classes to the public. Evaluates participant progress and performance. Ensures the safety of users at various aquatic facilities in the City. Performs emergency care as necessary. Performs pool maintenance duties. Assists with pool operation activities, as required.

MAJOR DUTIES:

Teaches swimming techniques to children and adults. Teaches special aquatic classes. Evaluates participant progress and performance.

Assists with coordinating various aquatic activities.

Enforces swimming pool rules and regulations. Maintains order in and around the swimming pool.

Recognizes and performs aquatic emergency rescues, administers artificial respiration, Cardio Pulmonary Resuscitation (CPR) and first aid, when necessary.

Ensures that the pool, decks, and dressing rooms are safe, clean and orderly.

Performs minor facility clean up and maintenance.

Completes various forms and paperwork pertinent to the day-to-day operation of an aquatic facility.

Performs pool maintenance and cleaning.

Follows and enforces applicable safety rules and regulations.
Performs other related duties, as assigned.

MINIMUM QUALIFICATIONS:

Knowledge, Abilities and Skills:

Knowledge of:
Teaching principles and practices.
Swimming instruction techniques and methods.
Water safety practices.
Basic recordkeeping procedures.
Effective customer service techniques.

Ability to:
Swim with proficiency and endurance.
Teach proper swimming techniques and water safety.
Conduct swim lessons.
Perform lifesaving techniques.
Respond and handle emergency incidents in an appropriate manner.
Enforce pool rules and regulations.
Perform routine pool maintenance and cleaning.
Maintain records.
Evaluate participant progress and overall performance.
Establish and maintain effective and cooperative working relationships with City employees and the public.
Present a professional appearance and attitude at all times.
Maintain a high level of customer service.

Skill in:
Appropriate swimming techniques.
Lifeguarding, first aid, AED and CPR techniques.
Working effectively with persons from diverse social, cultural and economic backgrounds.
Reading, writing and communicating in English at an appropriate level.
Basic computer software applications including Microsoft Word.

Education, Training and Experience:

High school graduation or equivalent.
One year of recent, paid lifeguard experience or two summer seasons of experience as a lifeguard, which must include experience teaching organized swim lessons and experience working with the public. (One season is equivalent to 300 working hours).

Must be at least 16 years of age.

Licenses and Certificates:

Possession of a valid American Red Cross or state recognized certificate in the following:

a. CPR for the Professional Rescuer (or American Heart Association Healthcare Provider)
b. Water Safety Instructor and Lifeguard Training
c. First Aid for Public Safety Personnel (Title 22) is required within six months of employment.
d. Possession of a Lifeguard Training Instructor certification may be required, dependent upon assignment.

SUPPLEMENTAL INFORMATION:

SUPERVISION RECEIVED:
Works under the supervision of the Principal Community Services Supervisor – Aquatics and/or designee who outlines work, reviews work activities and assignments.

**SUPERVISION EXERCISED:**

Monitors and coordinates the work activities of Pool Lifeguards, Junior Pool Lifeguards and Student Workers, as assigned.

**WORKING CONDITIONS:**

The work is regularly performed indoors and outdoors in variable weather conditions. Must be able to work in an outdoor public pool environment. May be required to work a varied schedule, which may include days, evenings, weekends, and holidays. Will be required to wear a uniform while on duty.

2495
COUNTY OF LOS ANGELES
invites applications for the position of:

POOL LIFEGUARD (RECURRENT)

**SALARY:** $16.90 - $17.83 Hourly

**OPENING DATE:** 01/19/16

**CLOSING DATE:** 02/18/16 05:00 PM

**POSITION/PROGRAM INFORMATION:**

*Department of Parks and Recreation*

**Filing Period:** January 20, 2016 at 8:00 AM - February 18, 2016 at 5:00 PM

**Exam Number:** D2964A

**Type of Recruitment:** Open Competitive

**Filing Type:** Recurrent

**DEFINITION:**
Observes an assigned section of a swimming pool to preserve order, prevent accidents, and effect rescues.

**CLASSIFICATION STANDARDS:**
Positions allocable to this class work under the administrative and technical supervision of a pool manager and the technical direction of a senior pool lifeguard. Incumbents provide continuous surveillance of an assigned section of a swimming pool and adjacent deck area to enforce pool ordinances and regulations and to detect patrons who are, or may be in need of rescue. Incumbents also teach beginner and advanced swim classes. Incumbents must exercise a knowledge of first aid, swimming and life saving techniques, and pool ordinances and regulations in order to provide for the safe use of a swimming pool. Incumbents must have the physical strength, stamina and swimming skills to effect rescues in a swimming-pool setting.

**ESSENTIAL JOB FUNCTIONS:**

- Conducts continuous surveillance of assigned pool area for signs of swimmers in trouble and for violations of pool and safety regulations and performs water rescue of pool patrons as needed.

- Administers first aid to victims of near-drownings, heart seizure, heat exhaustion, broken bones or lacerations; releases seriously injured victims to senior lifeguard or pool manager.

- Elicits compliance with and enforces pool ordinances and rules; refers persistent violators to the senior lifeguard or pool manager.

- Teaches beginner and advanced swim classes using standard departmental lesson plans and demonstrations; coach individual or team aquatic sports and assist with aquatic special events as needed.

- Performs pool maintenance tasks such as backwashing the water filter, testing the water chlorine and pH levels and adding chlorine and muriatic acid to bring the level up to standards; fills pool with water to established level; cleans the deck, vacuums the pool and ensures that first aid equipment complies with health and safety standards.

- Maintains, repairs and takes inventory of first aid and lifesaving equipment.

- Engages in the physical fitness program established by the department in order to maintain capability to perform pool lifesaving duties.

- Prepare and submit written reports of pool-related incidents to immediate supervisor as needed.
REQUIREMENTS:

SELECTION REQUIREMENTS: No experience is required.

Special Requirement Information

Age: Applicants must be at least seventeen (17) years of age by July 15, 2016.*

*Applicants must be seventeen (17) years of age at time of appointment. Any applicant who is within six (6) months of the age requirement may apply, but will be withheld from the eligible list until they become eligible.

ABILITY AND CERTIFICATION: Candidates must have the ability to swim 500 yards in 9 minutes 30 seconds or less.

Certification resulting from the successful completion of the Department of Parks and Recreation's Lifeguard Training Program consisting of First Aid to The Emergency Medical Response Level, Automated External Defibrillator (CPR/AED) for the Professional Lifeguard, Resuscitation-Oxygen Administration, American Red Cross Bloodborne Pathogens Certificate and Lifeguard Training for the Professional Rescuer will be required before appointment to the position.

Vision: At least 20/30 in each eye with correction, and at least 20/200 with both eyes open without correction.

LICENSE:
A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:
4 - Arduous: Involves frequent heavy lifting over 25 pounds, often combined with bending, twisting, or working on irregular surfaces; and occasionally requires extraordinary physical activity.

ADDITIONAL INFORMATION:

Examination Content: This examination will consist of two (2) parts:

PART I - A 500 yard swimming performance test weighted 50%. Maximum time allowed is 9 minutes 30 seconds. Candidates completing the performance test within 9 minutes 30 seconds will proceed to PART II of the examination.

PART II - An interview covering training, experience, personal fitness and general ability to perform the duties of the position weighted 50%. Candidates must achieve a passing score within 9 minutes 30 seconds on Part I and a passing score of 70% or higher on Part II in order to be placed on the eligible list.

*****IMPORTANT INFORMATION*****

APPLY ONLINE AND ATTEND ONLY ONE OF THE EXAM DATES LISTED BELOW:

Saturday, February 13, 2016 from 9:00 AM to 12:00 PM
San Fernando Regional Pool
208 Park Ave
San Fernando, CA 91340

OR

Saturday, February 20, 2016 from 9:00 AM to 12:00 PM
Jesse Owens Community Regional Park
9651 S. Western Ave
Los Angeles, CA 90047

Candidates will not be allowed to participate in the examination without proper picture ID such as a California Driver's License, California ID card, Passport, etc. Date of Birth verification is required at the time of the swim test.

School ID will only be allowed with birth certificate to verify birth date.

Candidates must come prepared with bathing suits and towels to take the swim test. Candidates who pass part I of the exam (swim test), will move on immediately to part II of the exam, a
structured oral interview.

ON SITE APPLICATION FILING WILL ONLY BE AVAILABLE AT THE SAN FERNANDO POOL LOCATION ON FEBRUARY 13, 2016.

IT IS STRONGLY RECOMMENDED THAT APPLICATIONS ARE FILED PRIOR TO EXAM FOLLOWING THE INSTRUCTIONS BELOW.

Special Information

FINGERPRINTING AND SECURITY CLEARANCE: Employment is subject to security clearance which may include fingerprinting. Any false statement or omission of material fact may cause forfeiture of employment rights. Information presented on employment applications, resumes and during the examination process is subject to verification.

DRUG TESTING: Applicants for this position will be required to take and pass a urine drug screen as part of the pre-placement medical examination.

Vacancy Information: The positions are for recurrent employment ONLY. Those who work this season may be eligible to work the following season without re-examination.

Hiring will be for the 2016 swim season.

Those who pass the swim test must pass a County pre-employment medical exam and a 64 hours training program. Training dates will be announced at a later date.

Lifeguard positions may be located at the following locations:

East County Pools
East Agency Aquatics Office (626) 369-1021

Norman S. Johnson Aquatics Complex, Arcadia
Atlantic, Los Angeles
Belvedere, Los Angeles
Salazar, Los Angeles
City Terrace, Los Angeles
Obregon, Los Angeles
Loma Alta, Altadena

South County Pools
South Agency Aquatics Office (310) 965-8638

Alondra, Lawndale
Krejci, Los Angeles
Campanella, West Compton
Bethune, Los Angeles
Enterprise, West Compton
Carver, Los Angeles
Lennox, Lennox
Victoria, Carson
Cerritos, Cerritos
Mona, Compton
Garrott, Los Angeles
Keller, Los Angeles
Owens, Los Angeles
California High School, Whittier (contract)
Roosevelt, Los Angeles
Ted Watkins, Los Angeles

North County Pools
North Agency Aquatics Office (661) 294-3532

El Cariso, Sylmar
Knollwood, Granada Hills
Everett Martin, Littlerock
Val Verde, Saugus
Castaic Regional Pool, Castaic
George Lane, Quartz Hill
San Fernando Regional Pool, San Fernando

Eligibility Information

https://agency.govtاجmentjobs.com/lacounty/job_bulitin.cfm?jobID=1319572&sharedWindow=0
The names of candidates receiving a passing grade in the examination will be placed on the eligible list in the order of their score group for a period of twelve (12) months following the date of promulgation.

Available Shift: The work week includes evenings, weekends and holidays.

Application and Filing Information

APPLICATIONS MUST BE FILED ON-LINE. APPLICATIONS SUBMITTED BY U.S. MAIL, FAX OR IN-PERSON WILL NOT BE ACCEPTED.

Application status will be sent via EMAIL ONLY.

Fill out your application completely. Provide any relevant education, training, and experience in the spaces provided so we can evaluate your qualifications for the job.

All information is subject to verification.

We may reject your application at any time during the selection process.

INSTRUCTIONS FOR FILING ONLINE:
Go to: http://governmentjobs.gov/careers/lacounty and search for "Pool Lifeguard"

Applicants must apply online by clicking on the tab that reads, Apply to Job, so you can apply online and track the status of your application and get notified of your progress by email.

We must receive your application by 5:00 p.m., Pacific Time, on the last day of filing.

Note: If you are unable to attach required documents, you may fax them to (213) 386-6620 at time of filing or during the examination process. Please include your Name, the Exam Number, and the Exam Title on faxed documents.

The acceptance of your application depends on whether you have clearly shown that you meet the SELECTION REQUIREMENTS. Please fill out the application completely and correctly to receive full credit for any related education, training, and job experience. In the space provided for education, include the names and addresses of schools attended, titles of course completed, dates completed, and number of credits and/or certificates earned. For each job held, give the name and address of your employer, your job title, beginning and ending dates, description of work performed, and salary earned. All information supplied by applicants is subject to verification. Applicants may be rejected at any stage of the selection process.

Department Contact Name: Exams Unit
Department Contact Number: (213)738-2995
Department Contact Email: mpetrosian@parks.lacounty.gov
ADA Coordinator Phone: (213) 738-2970
ADA Coordinator Email: psanders@parks.lacounty.gov
Teletype Phone: (213) 427-611
California Relay Services Phone: (800)735-2922

COUNTY OF LOS ANGELES
Employment Information

Your Responsibilities:
1. Completing Your Application:
   a. Before submission of the application, it is your responsibility to ensure that all information provided is correct and complete on the application. Incomplete applications cannot be accepted.
   b. Please list separately the PAYROLL TITLE for each job.
   Do not group your experience. Specify the beginning and ending dates for each job. If you are a County employee and have been promoted, do NOT list all of your time with the County under your present payroll title.
   c. Please include your Social Security Number for record control purposes. Federal law requires that all employed persons have a Social Security Number.
   d. To receive APPROPRIATE CREDIT, include a copy of your diploma, transcript, certificate, or license as directed on the job posting.

2. Minimum or Selection Requirements are listed in the

For more information on Social Security and about each provision, you may visit the website www.socialsecurity.gov, or call toll free 1-800-772-1213.
Persons who are deaf or hard of hearing may call the TTY number 1-800-325-0778 or contact a local Social Security office.

Background Check: The County of Los Angeles is a Fair Chance employer. Except for a very limited number of positions, you will not be asked to provide information about a conviction history unless you receive a contingent offer of employment. The County will make an individualized assessment of whether your conviction history has a direct or adverse relationship with the specific duties of the job, and consider potential mitigating factors, including, but not limited to, evidence and extent of rehabilitation, recency of the offense(s), and age at the time of the offense(s). If asked to provide information about a conviction history, any
COUNTY OF LOS ANGELES
Employment Information

Any language contained in the job posting supersedes any language contained below convictions or court records which are exempted by a valid court order do not have to be disclosed.

Americans with Disabilities Act of 1990: All positions are open to qualified men and women. Pursuant to the Americans with Disabilities Act of 1990, persons with disabilities who believe they need reasonable accommodation or help in order to apply for a position may contact the ADA/Personnel Services for Disabled Persons Coordinator. Hearing impaired applicants with telephone teletype equipment may leave messages by calling the teletype phone number on the job posting. The County will attempt to meet reasonable accommodation requests whenever possible.

Veteran's Credit: In all open competitive examinations, a veteran's credit of 10 percent of the total credits specified for such examinations will be added to the final score. For veterans with prior service in the Armed Forces of the United States who provided job postings with an open continuous filing served in the Armed Forces of the United States under period subject to closure without prior notice. It is to any of the following conditions: During a declared war; - your advantage to file your application early and not wait or - during the period April 28, 1952 through July 1, 1955; - or For more than 180 consecutive days, other periods of training, any part of which occurred after October 31, 1955, and before October 15, 1976; - or During the Gulf War from August 2, 1990 through January 2, 1992; - or For more than 180 consecutive days, other than for training, any part of which occurred during the period beginning September 11, 2001, and ending on August 31, 2010 the last day of Operation Iraqi Freedom; - or In a campaign or expedition for which a campaign medal or expeditionary medal has been authorized and awarded. Any Armed Forces Expeditionary medal or campaign badge, including, but not limited to, Grenada, Panama, Southwest Asia, Somalia, and Haiti qualifies for credit.

A campaign medal holder or Gulf War veteran who are required to present original documents to the Pentagon, may be requested to present original documents to the Armed Forces. You must have completed 24 months of continuous active duty on or after October 14, 1982, and has not previously completed 24 months of continuous active duty must have served continuously for 24 months or the full period called or ordered to active duty.

PERIOD AND HOLD examination process for a physical or mental disability, please contact the AMERICANS WITH DISABILITIES ACT (ADA) COORDINATOR LISTED without prior notice. The provision of reasonable accommodation may be subject to verification of engaging in any remunerative occupation, and also to ascription to disability as allowable with State and federal law. All disability-related information will remain confidential.

Disclaimer: The County of Los Angeles is not responsible or in any way liable for any computer as verification of eligibility for Veterans preference.

You assume all responsibility and risk for the use of this is contingent upon verification of U.S. citizenship or the system and the Internet generally. This system and the right to work in the United States. Immigration law information provided on it are provided on an "as is" and provides that all persons hired after November 6, 1986. "as available" basis without warranties of any kind, either expressed or implied. No advice or information given by County, within three (3) business days of hiring, which the County of Los Angeles or its respective employees show satisfactory proof of: 1) identity and 2) U.S. employment eligibility.

The County of Los Angeles expressly disclaims no employment application or the application selection competitive exam to qualify for veteran’s credit.

Employment Eligibility Information: Final appointment process.

The County of Los Angeles expressly disclaims any warranty that the information on this system or on the Internet generally will be uninterrupted or error free or child, family and spousal support obligations, certain that any information, software or other material employment and identification information (i.e., name, accessible from the system is free of viruses or other threat, Social Security number and date of hire) is harmless components. You shall have no recourse against the County of Los Angeles as the system provider for any alleged or actual infringement of any proprietary rights a user may have in anything posted or retrieved on our system.

The County of Los Angeles shall not be liable for any loss.

https://agency.governmentjobs.com/vacancy/job_bulletin.cfm?jobId=1319572&sharedWindow=0
COUNTY OF LOS ANGELES
Employment Information

Any language contained in the job posting supersedes any language contained below except as noted.

The California Fair Employment and Housing Act (Part 2.8 commencing with Section 12900 of Division 3 of Title 2 or inability to use it (or any linked sites), or for any 2 of the Government Code) and the Regulations of the information obtained through this system, or otherwise Fair Employment and Housing Commission (California arising out of the use of this system, the Internet generally or on any other basis.

NOTE: Your application is submitted using Secure Encryption to ensure the privacy of all information you transmit over the Internet.

By accepting the Use Disclaimer set forth here, you agree to all of the above terms and further agree to use this Online Job Employment Application System only for those listed in the publications of regional, national or the submission of bona fide employment applications to international accrediting agencies which are accepted by the County of Los Angeles. Any other use of this Online the Department of Human Resources. Publications such Job Employment Application System, including without as American Universities and Colleges and International limitation any copying, downloading, translation, Handbook of Universities are acceptable references. Also decomposing, or reverse engineering of the system, data, acceptable, if appropriate, are degrees that have been or related software, shall be a violation of the Use Disclaimer.

Benefit Information: Depending on the position, the successful candidate will enroll in a contributory defined benefit pension plan if the candidate is a “new member” (AICE) of the County’s defined benefit plan (LACERA) on or after January 1, 2013 (first employed by the County on or after December 1, 2012) - unless she or he preparation resources are available to help candidates established reciprocity with another public retirement system in which she or he was a member before January 1, 2013. It should be noted that County employees do not pay into Social Security, but do pay the Medical website at http://hr.lacounty.gov/job-search-toolkit.

Hospital Insurance Tax portion of Social Security at a rate of 1.45%. The Los Angeles County Employees and click on the “VISIT ONLINE TEST PREP SYSTEM” link. Retirement Association (LACERA) has reciprocal agreements with several public retirement systems in the job posting. California.

Equal Employment Opportunity: It is the policy of the Social Security Act of 2004: Section 419 (c) of Public Law County of Los Angeles to provide equal employment opportunity for all qualified persons, regardless of race, requires State and local government employers to religion, sex, national origin, age, sexual orientation, or disclose the effect of the Windfall Elimination Provision disability or any other characteristic protected by State or and the Government Pension Offset Provision to Federal law. All positions are open to qualified men and women, but hired on or after January 1, 2005, in jobs not women pursuant to the Americans with Disabilities Act of covered by Social Security. The County of Los Angeles 1990 and the California Fair Employment and Housing does not participate in the Social Security System. All Act. The County will comply with all of its obligations newly hired County of Los Angeles employees must sign under State and Federal laws regarding the provision of a statement (Form SSA-1945) prior to the start of reasonable accommodations to applicants.

employment indicating that they are aware of a possible reduction in their future Social Security benefit entitlement.

Revised April 2018

APPLICATIONS MAY BE FILED ONLINE AT:
http://hr.lacounty.gov

POOL LIFEGUARD (RECURRENT)
MP

Los Angeles, CA 90010

Position #D2964A

http://agency.governmentjobs.com/lacounty/job_bulletin.cfm?jobID=13195728&sharedWindow=0
LIFEGUARD/AQUATICS INSTRUCTOR (AT-WILL)

Salary 1️⃣ See Position Description
Job Type Recurrent - Variable Hours
Job Number 18010011
Closing Continuous

Location 2️⃣ Torrance, CA
Department Community Services

DESCRIPTION
The City of Torrance is seeking Lifeguards and Aquatics Instructors to staff the Benstead Plunge!

LIFEGUARD ($14.65 - $16.14 per hour)
Lifeguard duties include but are not limited to:
· Enforce pool safety rules and regulations;
· Monitor swimming and other pool activities;
· Rescue swimmers in danger of drowning;
· Apply cardiopulmonary resuscitation (CPR) and first aid;
· Inspect swimming pool for cleanliness and perform routine maintenance;
· Keep a daily log of rescues and other emergencies and prepare written reports of these activities;
· Assist in teaching swimming techniques.

AQUATICS INSTRUCTOR ($15.10 - $16.63 per hour)
Aquatics Instructor duties include but are not limited to:
· Teach swimming techniques, diving, waterpolo, and competitive and synchronized swimming;
· Participate in the organization of aquatics exhibitions;
· Perform lifeguard duties;
· May coach the swim team and officiate at swim meets.

Hours: This is a recurrent, part-time, non-civil service, as needed position. Hours may include early mornings, evenings, weekends and/or holidays.
Lifeguard: Possession of the following certificates: Red Cross First Aid (either multi-media, standard, or advanced); Red Cross or American Heart Association CPR, and Red Cross Lifeguard Training at time of hire. One or more seasons of experience as a lifeguard or swim instructor is desirable.

Aquatics Instructor: Requires the certificates described above and a valid Red Cross Water Safety Instructor (WSI) Certificate at time of hire.

HOW TO APPLY & EXAM PROCESS
Interested applicants must submit a completed City and Supplemental Application at www.TorranceCA.Gov/Jobs (http://www.torranceca.gov/523.htm). Applications will be accepted on a continuous basis until positions are filled. Applications received by May 20, 2018 will be invited to the Performance Test which is scheduled for May 23 or 24, 2018. Panel Interviews are scheduled for May 30 or 31, 2018.

If you have questions regarding the position, please contact Kim Hubbard, Aquatics Program Coordinator, at KHubbard@TorranceCA.Gov.

The examination will consist of a Performance Test (Pass/Fail) and a Panel Interview (weighted 100%).

The Performance Test will consist of a 200 meter medley swim and a simulated rescue. The medley will require the breaststroke, the sidestroke or the butterfly, the backstroke, and free style. You must complete the medley in four (4) minutes & thirty (30) seconds or less to qualify. The rescue involves a 70-foot swim, surface dive to retrieve an object, and return. Total time for both the medley and the rescue must be five (5) minutes & thirty (30) seconds or less to qualify.

All testing will be conducted at the Benstead Plunge, 3331 Torrance Blvd. (corner of Madrona Ave. & Torrance Blvd.), Torrance, CA 90503.

SPECIAL NOTES
As a condition of employment, candidates must pass a background check and a pre-employment medical examination.

Applicants with disabilities who require special testing arrangements must contact Human Resources.

The provisions of this announcement do not constitute an expressed or implied contract and any provisions contained in this announcement may be modified or revoked without notice.

Agency
City of Torrance

Address
3231 Torrance Blvd.
Torrance, California, 90503

Phone
310-618-2915

Website
AGENDA DESCRIPTION: Consideration and possible action on two proposed ordinances which would prohibit loud and unruly gatherings and gatherings where underage drinking or illegal drug use occurs and provide a means for the City to hold responsible persons liable by imposing civil penalties and, for repeat offenders, holding them accountable for enforcement response costs associated with responding to recurring nuisances.

RECOMMENDED COUNCIL ACTION:

1. Introduce Ordinance No. XXX regarding prohibiting hosting, permitting or allowing gatherings at which minors are consuming alcoholic beverages or using drugs illegally, and Ordinance No. YYY regarding prohibiting loud and unruly gatherings and permitting the City to recover enforcement costs associated with responding to recurring nuisances;
2. Provide direction to staff regarding desired fine amounts, as described below;
3. Schedule second reading and adoption of both Ordinances for June 19, 2018;
4. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Proposed Ordinance No. XXX
2. Proposed Ordinance No. YYY

FISCAL IMPACT: None.

<table>
<thead>
<tr>
<th>Amount Budgeted</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

STRATEGIC PLAN:

Goal: El Segundo is a safe and prepared city.
Objective: The City has a proactive approach to risk and crime.

PREPARED BY: Bill Whalen, Chief of Police
Natalie C. Karpeles, Deputy City Attorney

REVIEWED BY: Sam Lee, Planning and Building Safety Director

APPROVED BY: Greg Carpenter, City Manager

INTRODUCTION:

The proposed ordinances are intended to prohibit loud and unruly gatherings and gatherings where underage drinking and/or drug use occurs and provide a means for the City to hold responsible persons liable. As an added deterrence, the ordinances would impose civil penalties upon responsible persons and, for repeat offenders, hold them accountable for enforcement response costs.
BACKGROUND AND DISCUSSION:

Currently, loud parties in the City are either enforced via the City's existing noise ordinance or the California Penal Code. In order to establish a violation under the City's Municipal Code, staff must monitor the level of "noise" at a given location by utilizing decibel-measuring equipment. Due to the fact that most loud parties occur on the weekends and/or after City Hall is closed, enforcement under the current language of the Code is problematic. Additionally, while the California Penal Code provides police officers with the ability to cite persons for loud parties that disturb the peace, the Penal Code does not protect neighboring residents from recurring nuisance activities, nor does it provide a means by which the City may recover enforcement costs when repeatedly responding to such nuisances. As summarized in further detail below, the proposed ordinances are intended to implement additional tools for enhanced code enforcement.

I. Social Host Liability Ordinance (Ordinance No. XXX).

Councilmember Pirsztuk and parents from the El Segundo community have expressed concerns about underage drinking and have asked the Police Department to prepare a Social Host Ordinance in order to safeguard minors. A social host liability ordinance is a law that holds individuals responsible for underage drinking and illegal drug use at parties on property they own, lease or otherwise control. Purchase, possession or consumption of alcohol or use of marijuana by minors in public or commercial settings is already prohibited under state law and the City’s municipal code. However, such laws do not prohibit minor consumption of alcohol and on private property. Establishing a social host liability ordinance fills the gap in the law by providing law enforcement a tool to help address the problem of underage drinking and illegal drug-use at parties.

The prohibitions proposed by this Ordinance are reasonable and expected to deter consumption of alcoholic beverages and marijuana use by minors by holding persons responsible who encourage, are aware of or should be aware of this illegal conduct by minors but fail to take reasonable steps to prevent it. Specifically, the proposed Social Host Liability Ordinance defines a “gathering” as a party or social event where three or more persons gather. (This number may be increased or decreased by the City Council. For instance, other jurisdictions which have adopted such ordinances define “gatherings” to include two or more persons or are silent as to the number of persons.) The definition of “responsible person” includes the property owner, renter, party host and/or person who is responsible for supervising the gathering. With that said, the proposed Ordinance does not create strict liability for property owners/parents where reasonable efforts have been made to control access to marijuana/alcohol by minors – and where these efforts have been circumvented. Additional exemptions include premises which are regulated by the California Department of Alcoholic Beverage Control; family and cultural events where parents or guardians give their permission for their children to take part in events which may involve the consumption of alcohol; and where a responsible person calls 911 to report medical attention or to break up the gathering.

Penalties for a violation of this Ordinance would subject the violator to an administrative citation, which would obligate the citee to pay civil penalties; these penalties would be established by City Council resolution. (Discussed in further detail in Section III, below.) Alternatively, the City

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1 For instance, see the Municipal Codes for Rolling Hills Estates and Manhattan Beach
2 For instance, see the Municipal Codes for Gardena, Hawthorne, Rolling Hills, Palos Verdes Estates and Rancho Palos Verdes
Council could, in its discretion, amend the language of the Ordinance to impose criminal penalties (e.g., misdemeanor or infraction). Whether a violation is subject to civil or criminal penalties will determine the maximum fine amounts which may be imposed.

II. **Loud and Unruly Gatherings (Ordinance No. YYY).**

Loud or unruly social gatherings frequently become public nuisances; persons who actively or passively aid, abet, or allow loud and unruly gatherings to occur on their property should be held liable for the nuisances created by such gatherings. To mitigate the negative impacts of loud or unruly gatherings, the proposed Ordinance would hold residential property owners and persons responsible for these gatherings accountable through the issuance of administrative citations and other penalties.

Loud or unruly gatherings may include gatherings where minors are consuming alcohol, but also include gatherings which result in obstruction of the public right-of-way, trespassing, vandalism, destruction of property, littering, etc. As proposed, Ordinance No. YYY would define “responsible party” as the property owner and/or the person(s) supervising or organizing the gathering. Officers responding to these gatherings are required to serve and post the citation; a copy of the citation must then be provided to the City’s Code Enforcement Division – this allows the City to adequately follow-up, process, investigate and implement the citation. It also provides a means for the City to track “repeat offenders.” “Repeat offenders” include a person repeatedly organizes such gatherings throughout the City and/or persons who own properties in the City which are repeatedly used as venues for such gatherings.

Penalties for a violation of this Ordinance would subject the violator to an administrative citation, which would obligate the cithee to pay civil penalties; these penalties would be established by City Council resolution. Alternatively, the City Council could, in its discretion, amend the language of the Ordinance to impose criminal penalties (e.g., misdemeanor or infraction). Whether a violation is subject to civil or criminal penalties will determine the maximum fine amounts which may be imposed.

III. **Collection of Enforcement and Response Costs (Ordinance No. YYY).**

Emergency responders are often required to make multiple responses to the location of loud or unruly gatherings or gatherings where alcoholic beverages are consumed by minors. These owners and/or locations create a nuisance by causing a drain on public safety resources, and in some cases, leaving other areas of the City with delayed police/fire response.

For these reasons, the proposed Ordinance adds regulations to allow the City to recover enforcement costs from both prohibited gatherings and ongoing public nuisance properties. The idea behind this cost recovery is that scofflaws generate response calls from the City’s law enforcement personnel at a rate which is disproportionately greater than what is generally required within the City’s jurisdiction. The law-abiding citizens within the City should not be required to subsidize the costs expended in responding to a very small group of people/properties.

In order to facilitate the collection of these costs, the Ordinance proposes repealing Section 7-2-14, which is somewhat vague as to terms, procedures, and cost collection. The proposed ordinance would establish fees to recover emergency response costs associated with service calls that result from specified nuisance conditions that do not require an emergency response or that are due to the property owner’s continued neglect. Following an initial warning, the proposed ordinance
would allow law enforcement/fire/etc. to charge for full cost recovery for any second (and subsequent) response to a property due to specified nuisance conditions thereon. Specifically, a "second response" includes a call for service within 12 hours of the initial warning/response or calls for service three or more times within six months of the initial warning/response. At the end of the six-month period, the calls would reset to zero. These response costs may be collected in the same manner that the city collects costs related to administrative citations, generally.

IV. Consideration of Fine Amounts.

Staff recommends that the fine for both Ordinances be set above the standard infraction fine amounts ($100/$200/$500); rather, violations will be subject to civil penalties which will be set by City Council resolution. (See Government Code § 53069.4.) As a means for comparison, several cities in the South Bay incorporate the following fine amounts into their social host ordinances, loud and unruly gathering ordinances, or both:

<table>
<thead>
<tr>
<th>City</th>
<th>Fine Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hermosa Beach</td>
<td>$1,000/$2,000/$5,000</td>
</tr>
<tr>
<td>Manhattan Beach*</td>
<td>$1,000/$2,000/$5,000</td>
</tr>
<tr>
<td>Palos Verdes Estates</td>
<td>$2,500/$5,000/$7,500</td>
</tr>
<tr>
<td>Rancho Palos Verdes*</td>
<td>$2,500/$5,000/$7,500</td>
</tr>
<tr>
<td>Rolling Hills*</td>
<td>$2,500/$5,000/$7,500</td>
</tr>
<tr>
<td>Rolling Hills Estates*</td>
<td>$2,500/$5,000/$7,500</td>
</tr>
</tbody>
</table>

*These cities have synthesized the provisions for loud and unruly gatherings and social host liability into one ordinance; accordingly, these fines represent violations for both.

*Penalties for violations of Social Host Ordinance, only.

Staff recommends that the fines for a violation of the attached Ordinances be set at $1,000 per incident. The City Council may wish to decrease or increase this amount. Staff requests that the City Council provide direction on the desire fine amounts so that staff can bring a resolution for consideration at the second reading of the Ordinances.

ENVIRONMENTAL REVIEW:

Pursuant to 14 Cal. Code Regs. § 15060(c)(2) the proposed ordinances are exempt from the California Environmental Quality Act ("CEQA") because the proposed Code amendments are not considered to be "projects" under CEQA and will not result in direct or indirect physical changes in the environment. The proposed ordinances consist only of amendments to regulate loud or unruly gatherings and gatherings where alcohol is served to minors as nuisances under the El Segundo Municipal Code, as such, they are an organizational or administrative governmental activity which does not fall under the definition of "project" found in 14 Cal. Code Regs. § 15378(b)(5). Accordingly, these ordinances are exempt from further environmental review pursuant to 14 Cal. Code Regs. §15060.

RECOMMENDATION:

Staff recommends that the Council:

1. Introduce Ordinance No. XXX regarding prohibiting hosting, permitting or allowing gatherings at which minors are consuming alcoholic beverages or using drugs illegally, and
Ordinance No. YYY regarding prohibiting loud and unruly gatherings and permitting the City to recover enforcement costs associated with responding to recurring nuisances;
2. Provide direction to staff regarding desired fine amounts, as described below;
3. Schedule second reading and adoption of both Ordinances for June 19, 2018;
4. Alternatively, discuss and take other possible action related to this item.
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF EL SEGUNDO ADDING
CHAPTER 13 TO TITLE 7 OF THE EL SEGUNDO
MUNICIPAL CODE PROHIBITING THE HOSTING,
PERMITTING OR ALLOWING OF GATHERINGS AT
WHICH PERSONS UNDER 21 YEARS OF AGE ARE
CONSUMING ALCOHOLIC BEVERAGES AND/OR USING
MARIJUANA ILLEGALLY

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

SECTION 1: Findings.

A. Minors often obtain or possess marijuana and/or consume alcoholic beverages at parties held on private property and under the control of a person who knows or should know of this conduct but fails to prevent it.

B. Underage use of marijuana and/or consumption of alcoholic beverages poses an immediate threat to the public health, safety and welfare in that it increases alcohol abuse by minors, physical altercations, violent crimes (including rape and other sexual offenses), accidental injury, neighborhood vandalism and excessive noise disturbance, all of which may require intervention by the Police and/or Fire Departments.

C. Emergency responses to disturbances involving underage use of marijuana and/or consumption of alcoholic beverages at private parties frequently require the use of extensive resources. Further, when Police and/or Fire Department personnel respond to disturbances at private parties, it limits their ability to respond to other service calls in the community, thereby placing the community at increased risk. The City is not currently reimbursed for its expenses when emergency response personnel are called to a private party to enforce underage drinking or drug use.

D. The City's municipal code prohibits the consumption of alcohol in certain public places, including public streets, parking lots, City parks and the beach, but does not have any rules to address underage drinking on private property (ESMC §§ 7-6-8, 10-1-4, 10-3-11).

E. The prohibitions proposed by this ordinance are reasonable and intended to deter use of marijuana and/or consumption of alcoholic beverages by minors by holding responsible those persons who encourage, are aware of or should be aware of this illegal conduct by minors but fail to take reasonable steps to prevent it.

SECTION 2: Chapter 13 (Social Host Regulations) is added to Title 7 (Nuisances and Offenses) of the El Segundo Municipal Code to read, in its entirety, as follows:

"CHAPTER 13
SOCIAL HOST REGULATIONS"
7-13-1: PURPOSE:

7-13-2: DEFINITIONS:

7-13-3: GATHERING AT WHICH MINORS USE MARIJUANA AND/OR CONSUME ALCOHOLIC BEVERAGES PROHIBITED:

7-13-4: EXEMPTIONS:

7-13-5: VIOLATION; PENALTY:

7-13-6: RESPONSE COST REIMBURSEMENT:

7-13-1: PURPOSE:

A. The purpose and intent of this chapter is:

1. To facilitate the enforcement of laws prohibiting usage of marijuana by minors and the service and consumption of alcoholic beverages by minors as well as to deter the service and consumption of alcoholic beverages by minors, and to promote the reduction of underage drinking and drug use;

2. To protect public health, safety and welfare and quiet enjoyment of property and properties neighboring the location of gatherings at which minors use marijuana and/or are served and consume alcoholic beverages; and

3. To establish a duty of persons twenty-one years of age or older having control over any premises, who knowingly host, permit or allow a gathering at the premises to take reasonable steps to prevent the service and consumption of alcoholic beverages and/or use of marijuana by minors.

B. This chapter should not be construed as adding any additional authority for any law enforcement officer or government official to either enter private property or subject any property or person to search or seizure that does not otherwise exist independent of the provisions of this chapter.

C. It is not the intent of this chapter to impose strict liability against a parent or legal guardian whose best intentions and reasonable efforts to prevent the service and consumption of alcoholic beverages or use of marijuana by minors at a gathering are circumvented by the actions of any person to obtain alcoholic beverages and/or marijuana at the premises or to bring concealed alcoholic beverages or marijuana to the premises.

7-13-2: DEFINITIONS:

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of words and phrases used in this chapter:
ALCOHOL: Means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

ALCOHOLIC BEVERAGE: Includes alcohol, spirits, liquor, wine, beer, and every other liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit or beverage purposes either alone or when diluted, mixed, or combined with other substances.

GATHERING: Means a party, gathering, or event where three or more persons have assembled or are assembling for a social occasion or social activity.

MARIJUANA: Means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin.

MINOR: Means any person under twenty-one (21) years of age.

PREMISES: Means a home, yard, apartment, condominium, hotel or motel room, or other dwelling unit, or any commercial, business or industrial site, hall or meeting room, whether occupied on a temporary or permanent basis, and whether owned, leased, rented or used with or without compensation.

RESPONSIBLE PERSON: Means and includes:

A. The person who owns, rents, leases, or otherwise has control of the premises where the gathering occurs;
B. The person in charge of the premises where the gathering occurs;
C. The person who organized the gathering; and/or
D. The person who supervised the gathering.

7-13-3: GATHERING AT WHICH MINORS USE MARIJUANA AND/OR CONSUME ALCOHOLIC BEVERAGES PROHIBITED:

A. It is unlawful and a public nuisance for a responsible person to cause or allow a gathering to take place at the premises whenever the responsible person either: (1) intentionally provides or causes the provision of marijuana and/or an alcoholic beverage to a minor for consumption/use; or (2) knows or reasonably should have known alcoholic beverages or marijuana are being unlawfully consumed and/or used by minors.

B. It is the duty of a responsible person to take all reasonable steps to prevent the consumption/use of marijuana and alcoholic beverages by any minor at a gathering. Reasonable steps include, but are not limited to, controlling the access to and provision of marijuana and alcoholic beverages to minors, and monitoring the responsible, safe and lawful conduct of minors on the premises.

C. Whenever a responsible person is present at the premises during the gathering where minors are consuming alcoholic beverages or using marijuana, it is prima facie evidence that such person had the knowledge or should have had the knowledge specified in subsection (A), above.
7-13-4: EXEMPTIONS:

This chapter does not apply to:

A. Any California Department of Alcoholic Beverage Control licensee at any premises licensed and regulated by the Department of Alcoholic Beverage Control.

B. Conduct involving the use of alcoholic beverages which occurs exclusively between a minor child and his or her parent or legal guardian, including the possession or consumption of an alcoholic beverage in connection with a cultural or religious activity. This exemption does not include any conduct which would contribute to the delinquency of a minor (a violation of Penal Code section 272).

C. Behavior which the city is expressly preempted from prohibiting under state law, specifically, the Medicinal and Adult use Cannabis Regulation and Safety Act.

D. A responsible person who called 911 and reported that a minor was in need of medical attention due to alcohol consumption or marijuana use, was the first person to make the 911 call, and when reporting that a minor was in need of medical assistance, remained on the scene with the minor until that medical assistance arrived and cooperated with medical assistance and law enforcement personnel on the scene.

E. A responsible person who requests immediate assistance from the police department to remove any person who refuses to abide by the requesting person’s performance of duties imposed by this chapter, or to terminate the gathering because of the requesting person’s ability to prevent minors from consuming alcoholic beverages or using marijuana despite having taken reasonable steps to do so, as long as such request is made before any other person makes a complaint about the gathering.

7-13-5: VIOLATION; PENALTY:

A. The City Council may adopt a resolution establishing a schedule of administrative fines for a violation of this chapter.

B. In addition to the administrative fines described in this chapter, the responding law enforcement officer may issue an order requiring the gathering to be disbanded and may cite and/or arrest any violators under any other applicable ordinances and statutes.

C. For any responsible person who is a juvenile, each parent and/or legal guardian of the juvenile will be considered a responsible person liable for any fines, penalties and fees imposed pursuant to this chapter.

D. Nothing in this chapter is deemed to prevent the city from commencing a civil or criminal proceeding to abate a public nuisance or from pursuing any other means available under any other statute, ordinance or law (civil or criminal), to correct conduct regulated by this chapter in addition to or as alternatives to the procedures set forth herein. This chapter in no way limits
the authority of the police department to make arrests for any criminal offense arising out of conduct regulated by this chapter.

7-13-6: RESPONSE COST REIMBURSEMENT:

A. In response to a gathering in which minors have obtained, consumed or used alcoholic beverages and/or marijuana, the responsible person is liable for the cost of providing law enforcement and/or code enforcement services, pursuant to the provisions in Sections 1-2A-28 et seq. The law enforcement and/or code enforcement dues include the cost of personnel and equipment. Such fee is determined to be supplementary to all other applicable fines and penalties.

B. The amount of such fee charged is deemed a debt to the city of the person or persons receiving such services and if such person or persons be minors, then the amount is deemed a debt of the minor's parents or guardians. Any person owing money is liable in an action brought on behalf of the city for recovery of the actual costs of enforcement. Actual costs include, in addition to the law and/or code enforcement service fee, costs and expenses in bringing such recovery action including, but not limited to, reasonable attorney's fees, witness fees, and associated costs and expenses. Such costs and expenses will be in addition to the applicable fines and penalties referenced in section 7-13-5 and any other fines and penalties provided by law.

SECTION 3: Environmental Analysis. Because of the facts set forth in Section 1, this Ordinance is categorically exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§21000, et seq., "CEQA") and CEQA Guidelines (14 California Code of Regulations §§15000, et seq.), because it consists only of minor revisions and clarifications to existing regulations and procedures. It does not have the effect of deleting or substantially changing any regulatory standards or findings required thereof. The Ordinance is an action that does not have the potential to cause significant effects on the environment. Accordingly, this ordinance is exempt from further environmental review pursuant to 14 Cal. Code Regs. §15168(c)(2).

SECTION 4: CONSTRUCTION. This ordinance must be broadly construed in order 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 5: ENFORCEABILITY. 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 6: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this ordinance will be rendered void.
and cause such previous ESMC provision or other ordinance to remain in full force and effect for all purposes.

SECTION 7: 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 8: The City Clerk is directed to certify the passage and adoption of this ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this ordinance, cause it to be published or posted in accordance with California law.

SECTION 9: This Ordinance will become effective on the thirty-first day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ____________, 2018.

______________________________
Drew Boyles, Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ___ was duly introduced by said City Council at a regular meeting held on the ___ day of ____________, 2018, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of ____________, 2018, 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
ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 7 OF THE EL SEGUNDO MUNICIPAL CODE TO PROHIBIT LOUD AND UNRuly GATHERINGS AND TO PERMIT THE CITY TO RECOVER COSTS ASSOCIATED WITH LAW ENFORCEMENT, FIRE AND OTHER PUBLIC SERVICES WHEN RESPONDING TO RECURRING NUISANCES

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

SECTION 1: Findings.

A. The City of El Segundo, pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety and general welfare of its residents. Furthermore, Government Code § 38771 authorizes the City to declare what constitutes a nuisance by ordinance;

B. The occurrence of loud or unruly gatherings on residential property is a threat to the quiet enjoyment of property and to public health, safety, and welfare due to excessive noise, traffic, obstruction of streets, public drunkenness, fights, disturbances of the peace, vandalism and litter;

C. At times, the Police Department and other City personnel are called upon to respond, sometimes on multiple occasions, to loud or unruly parties. These gatherings are a burden on scarce City resources and can result in delayed responses to emergency calls and thereby reduce the public safety protection to the rest of the City;

D. Persons who actively or passively aid, abet, or allow loud and unruly gatherings to occur on their property should be held liable for the nuisances created by such gatherings. To mitigate the negative impacts of loud or unruly gatherings, residential property owners and persons responsible for these gatherings should be held accountable through the issuance of administrative citations and other penalties;

E. The City may recover its nuisance abatement costs through local regulations, including, without limitation, reasonable attorney’s fees (see City of Santa Paula v. Narula (2003) 114 Cal.App.4th 485, reh’g den. 2004);

F. The City Council finds it is in the public interest to adopt this ordinance to deter loud or unruly gatherings; preserve public health, safety and welfare; and ensure that the public can recover costs associated with abating loud or unruly gatherings; and
G. Therefore, the Council further finds that it is in the best interests of the public safety, welfare, and convenience of the City, as well as in fairness to its citizens, to require those persons whose conduct requires additional police services, and those persons who permit such conduct to occur on premises under their control, to partially defray the City's expense in providing the same.

SECTION 2: Environmental Assessment. Pursuant to 14 Cal. Code Regs. § 15060(c)(2) the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") because the proposed Code amendment is not considered to be a "project" under CEQA and will not result in direct or indirect physical changes in the environment. The proposed ordinance consists of an amendment to regulate loud or unruly gatherings as a nuisance under the El Segundo Municipal Code, as such, it is an organizational or administrative governmental activity which does not fall under the definition of "project" found in 14 Cal. Code Regs. § 15378(b)(5). Accordingly, this ordinance is exempt from further environmental review pursuant to 14 Cal. Code Regs. §15060.

SECTION 3: ESMC Title 7 (Nuisances and Offenses) is amended to add a new chapter, Chapter 12 (Loud and Unruly Gatherings) to read as follows:

"CHAPTER 12
LOUD OR UNRULY GATHERINGS"

7-12-1: FINDINGS; PURPOSE
7-12-2: DEFINITIONS
7-12-3: LOUD OR UNRULY GATHERINGS PROHIBITED
7-12-4: CITATION AND NOTICE – CONTENTS
7-12-5: CITATION AND NOTICE – PROCEDURE
7-12-6: VIOLATIONS, FINES AND PENALTIES

7-12-1: FINDINGS; PURPOSE

A. Loud or unruly social gatherings frequently become public nuisances since they interfere with the comfortable enjoyment of life, property, and threaten public safety. All such activities detrimentally affect the neighbors that surround these nuisances.

B. Frequently, these loud or unruly gatherings create opportunities for crimes against persons, public peace and property. The City has, both now and in the past, responded to code violations multiple times for enforcement actions. A disproportionately higher level of public services is provided to enforcement actions as compared to the City's general need for public services.

C. In addition, the public services required for responding to incidents that occur as a consequence of unruly gatherings (for example, driving while intoxicated, increased social violence, and incidents of sexual assault)
are also disproportionately greater than what is required within the City's jurisdiction.

D. Disturbances at both rental facilities and private homes within the City may, on occasion, disturb the public peace, safety and welfare, thereby requiring a disproportionately higher level of public services as compared to the City's general need for public services.

E. It is in the public interest to establish procedures for recovering costs incurred by the City when enforcing any provision of this code through inspections, nuisance abatement, or other similar, administrative or judicial means.

F. Nothing contained in this ordinance is intended to, nor will it, interfere with any California law provision that regulates activities identified by this ordinance; it is intended only to enact measures that are different from, or supplement, California law to further restrict acts associated with loud or unruly gatherings.

7-12-2: DEFINITIONS

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter:

CITATION means an Administrative Citation issued pursuant to Title 1, Chapter 2A of this Code.

CODE ENFORCEMENT OFFICER has the same meaning as in Section 1-2A-3 of this Code.

LOUD OR UNRULY CONDUCT, as used in this chapter, includes any of the following conduct if in violation of any provision of this Code or State law:

i. Loud noise;
ii. Obstruction of a street or public right-of-way, including a sidewalk or driveway;
iii. Public intoxication or drinking in public;
iv. Assault, battery, fights, domestic violence or other disturbances of the peace;
v. Vandalism or destruction of property;
vi. Litter;
vii. Urinating or defecating in public;
viii. Trespassing; or
ix. Illegal drug use.

Loud or Unruly Conduct does not include any activity that is protected by Article 1, Section 4 of the California Constitution, or protected by the First or Fourteenth Amendments to the United States Constitution.
LOUD OR UNRULY GATHERING means a gathering of Persons at any Residence where Loud or Unruly Conduct occurs at the Residence and which threatens or interferes with the public health, safety or welfare, or the comfortable enjoyment of life and property.

PERSON means an individual or any firm, association, organization, partnership, trust, business, corporation, company or entity.

RESIDENCE means any lot in a residential zone, and includes any garage, carport, walkway, yard, patio, deck, or other structure or area on said lot, whether owned, leased, rented or used with or without compensation. The term "Residence" also includes any sidewalk, street or alleyway which abuts the lot.

RESPONSIBLE PARTY means:
   i. Any Person(s) with a right of possession or ownership interests in the Residence where a Loud or Unruly Gathering occurs; or
   ii. Any Person who organizes, supervises, officiates, conducts, or controls the gathering or any other Person(s) accepting responsibility for such a gathering at a Residence.

7-12-3: LOUD OR UNRULY GATHERINGS PROHIBITED

Loud or Unruly Gatherings are prohibited and constitute a public nuisance subjecting the owner and/or Responsible Party to fines and/or penalties under this section. The City may abate a Loud or Unruly Gathering by all available means, including, but not limited to, an order of a peace officer requiring individuals at the Loud or Unruly Gathering to leave the Residence, the issuance of a Citation, and/or the arrest of anyone committing a criminal violation under this section or any other applicable State or local law.

7-12-4: CITATION AND NOTICE - CONTENTS

A peace officer responding to a Loud or Unruly Gathering must post, on the front entrance of the Residence at which the Loud or Unruly Gathering occurs, a notice stating:

   A. The name and agency of the officer who responded to the Loud or Unruly Gathering;

   B. The address of the Residence and the date of the Loud or Unruly Gathering, along with a description of the Loud or Unruly Conduct observed;

   C. If peace officers are required to respond to the Residence because of the same condition specified in the Citation within 12 hours of the initial response, or two or more times within 12 months of the initial response, the Responsible Party will be charged for any response costs (pursuant to Chapter 1-2A of this code); and
D. That it is unlawful to alter, tamper with or deface this notice, or remove it prior to 30 days from the date of the posting.

7-12-5: CITATION AND NOTICE - PROCEDURE

A. Referral to Code Enforcement Officer. A copy of any notice caused to be issued by a peace officer during the enforcement of this section will be referred to the Director of Planning and Building and Safety, or his/her designee. Once referred, the Code Enforcement Division will be responsible for processing, investigating and implementing the Citation. However, the peace officer who issued the Citation may be required to submit evidence and/or attend any administrative hearing pertaining to the Citation, if necessary.

B. Notice. The Code Enforcement Officer must serve on all Responsible Parties a copy of the notice posted pursuant to Subdivision A of this section. The delivery of the notice must be by personal service or by depositing in the mail for delivery by the United States Postal Service, in a sealed envelope, postage prepaid. Notice to the property owner must be sent to the address shown on the County's last equalized property tax assessment roll.

C. Administrative Process Applicable to Citations. Unless otherwise specified herein, all Citations issued for violations of this chapter will be subject to the provisions set forth in Chapter 2A of this Code, including, but not limited to, the administrative hearing and appeal process.

7-12-6: VIOLATIONS, FINES AND PENALTIES

A. Any Person who alters, tampers with or defaces a posted notice issued pursuant to this Chapter, and/or who violates Section 7-12-3 of this chapter may be subjected to administrative fines and penalties. Penalties will be established by city council resolution. Any escalated penalty amounts in this resolution will apply to the same Responsible Party, regardless of whether different Residences throughout the city are utilized as venues for Loud or Unruly Gatherings.

B. A violation occurring after a period of 12 consecutive months of no violations will be considered a first violation.

C. Fine for Removal of Posted Notice. Any Person who alters, tampers with or defaces a posted notice issued pursuant to this chapter will be subject to an administrative fine of $500.

D. Nothing in this chapter shall be deemed to prevent the city from commencing a civil or criminal proceeding to abate a public nuisance or from pursuing any other means available under any other statute, ordinance or law (civil or criminal), to correct conduct regulated by this chapter in
addition to or as alternatives to the procedures set forth herein. This chapter in no way limits the authority of law enforcement personnel to make arrests for any criminal offense arising out of conduct regulated by this chapter."

**SECTION 4:** Section 7-2-14 (Use of police at parties; second response) of Chapter 2 (Noise and Vibration) of Title 7 (Nuisances and Offenses) of the ESMC is hereby repealed. All provisions of the ESMC referring to Section 7-2-14 are changed to refer to Chapter 1-2A.

**SECTION 5:** The definition for "CODE ENFORCEMENT OFFICER" in Section 1-2A-3 (Definitions) of Chapter 1-2A (Administrative Citations) of Title 1 (Administration and Personnel) is hereby amended to read as follows:

CODE ENFORCEMENT OFFICER: City employees from the public works department, planning and building safety department, police or fire department with the authority to enforce this code.

**SECTION 6:** Subsection (B) of Section 1-2A-5 (Citation Procedures) of Chapter 1-2A (Administrative Citations) of Title 1 (Administration and Personnel) is hereby amended to read as follows:

B. Contents: Each administrative citation must contain the following information:

1. The date of the violation;

2. The address or a definite description of the geographic location where the violation occurred or is occurring;

3. The section of this code that was violated;

4. A description of the conditions causing the code violation;

5. The amount of the administrative fine for the code violation;

6. A description of the fine payment process, including a description of the time within which, and the place where, the fine must be paid;

7. An order prohibiting the continued or repeated occurrence of the code violation described in the administrative citation and explaining that if enforcement officers are required to return to the same location within a designated period of time, or for a total of three times or more within a six-month period, regarding enforcement of the same code violation then the City may recover response costs pursuant to Chapter 1-2A;

8. Notification that payment of a fine under this chapter does not excuse or discharge any continued or repeated occurrence of the code violation that is the subject of the administrative citation;
9. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the manner in which a request for review of the citation may be requested; and

10. The name of the citing code enforcement officer.

SECTION 7: Chapter 2A (Administrative Citations) of Title 1 (Administration and Personnel) is hereby amended to add sections 1-2A-28 through 1-2A-33 under the subheading “Enforcement and Response Cost Recovery,” to read as follows:

Enforcement And Response Cost Recovery

1-2A-28: Procedures Mandatory
1-2A-29: Response Costs
1-2A-30: Computation of Costs
1-2A-31: Response Cost Invoice
1-2A-32: Administrative Review and Hearings
1-2A-33: Collection and Recovery of Response Costs

1-2A-28: PROCEDURES MANDATORY:

A code enforcement officer must comply with the citation procedures set forth in section 1-2A-5 and 1-2A-29 through 1-2A-33 in order to collect enforcement and response costs from a citee. A citee need not have knowledge of prior code violations and not be present in order to be liable for response costs. The recovery of response costs will be in addition to any fines or penalties that may be imposed under this Code or by court order.

1-2A-29: RESPONSE COSTS:

A. Utilization of any public employee during any response to enforcement actions after the first warning, where responding code enforcement officers determine there is a violation of this code, is a public service over and above the services generally provided within the city’s jurisdiction and, accordingly, constitutes a special public service authorizing the City to recover its response costs. These costs include:

1. Salaries and benefits of personnel for the amount of time spent responding to, remaining at, or otherwise addressing enforcement actions and the administrative costs attributable to such response(s);

2. The cost of any medical treatment to or for any personnel injured responding to, remaining at or leaving an enforcement action;

3. Actual cost of preparing notices, correspondence, specifications, and contracts;

4. Personnel costs incurred for property inspections. Such costs will be calculated at an hourly rate based on a schedule established by city council resolution;

6. The cost of printing and mailing;

7. Costs related to inspection warrants;
8. Costs related to office hearings and administrative adjudications;
9. Attorney's fees expended in enforcement actions including, without limitation, any action to recover response costs pursuant to this chapter;
10. All costs or expenses for which the city may be liable under state law arising from or related to an enforcement action;
11. The cost of repairing any City equipment or property damage, and the cost of the use of any such equipment, in responding to, remaining at or leaving enforcement actions; and
12. Any other costs recoverable in compliance with applicable law including, without limitation, Civil Code § 1714.9.

B. Response costs will be charged in those instances where the citee fails to correct the code violations by the reinspection date or, for repeat offenders, will be charged from the date code enforcement officers determine that the same specified condition exists within six months of the initial response. However, if a court of competent jurisdiction dismisses an enforcement action or subsequently finds the citee innocent of all alleged code violations, no response costs will be charged to the citee.

1-2A-30: COMPUTATION OF COSTS:

A. The Code Enforcement Division of Planning and Building Safety will account for and maintain records of all response costs associated with enforcement actions. Computing response costs will be based upon records kept for each separate enforcement action.

B. Computing response costs will commence from the date on or after which an enforcement officer conducts an inspection to verify correction of a code violation through the date that all code violations are corrected, except that response costs for repeat offenders will be calculated from the time that a code enforcement officer determines that a code violation continues to exist. Should a repeat offender be responsible for both identical code violations and new code violations, the City will calculate response costs from the time that a code enforcement officer determines that a code violation exists. For the purposes of this section, “repeat offender” means a person who, following a written notice of violation pursuant to this chapter, repeatedly violates the same code provision(s) identified in the notice.

1-2A-31: RESPONSE COST INVOICE:

A. Within 30 days of the enforcement action, the Code Enforcement Division of Planning and Building Safety must provide a written response cost invoice to the citee by certified mail. The response cost invoice must state the following:

1. The identification of the citee(s);
2. The address of the premises where the enforcement action occurred;

3. The factual circumstances constituting the enforcement action;

4. The date(s) and time(s) that special public services were provided; and

5. A copy of the warning notice(s) provided to the citee(s).

B. The response cost invoice must also state that the citee may request an initial administrative review of the invoice within twenty (20) days of its issuance and explain that an initial administrative review is a mandatory prerequisite to request an administrative hearing.

1-2A-32: ADMINISTRATIVE REVIEW AND HEARINGS:

Persons served with a response cost invoice in accordance with this chapter may contest the response cost invoice pursuant to sections 1-2A-12 through 1-2A-14. In the event a citee requests an administrative hearing, this hearing will be conducted in manner provided for in sections 1-2A-15 through 1-2A-22.

1-2A-33: COLLECTION AND RECOVERY OF RESPONSE COSTS:

Response costs will be collected in the same manner provided for administrative citation fines and costs pursuant to sections 1-2A-23 through 1-2A-27.

SECTION 8: CONSTRUCTION. This ordinance must be broadly construed in order 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 9: ENFORCEABILITY. 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 10: VALIDITY OF PREVIOUS CODE SECTIONS. If this entire ordinance or its application is deemed invalid by a court of competent jurisdiction, any repeal or amendment of the ESMC or other city ordinance by this ordinance will be rendered void and cause such previous ESMC provision or other ordinance to remain in full force and effect for all purposes.

SECTION 11: 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 12: The City Clerk is directed to certify the passage and adoption of this ordinance; cause it to be entered into the City of El Segundo's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within 15 days after the passage and adoption of this ordinance, cause it to be published or posted in accordance with California law.

SECTION 13: This Ordinance will become effective on the thirty-first day following its passage and adoption.

PASSED AND ADOPTED this ___ day of ____________, 2018.

_______________________________
Drew Boyles, Mayor

ATTEST:

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

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. ___ was duly introduced by said City Council at a regular meeting held on the ___ day of ____________, 2018, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the ___ day of ____________, 2018, 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
AGENDA DESCRIPTION:
Consideration and possible action regarding Council consensus to cancel the Tuesday, July 3, 2018 City Council Meeting.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve cancellation of the July 3, 2018 City Council Meeting;
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: No
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

STRATEGIC PLAN:
Goal: 1(a) El Segundo provides unparalleled service to internal and external customers.
Objective: 2 City services are convenient, efficient and user-friendly for all residents, businesses and visitors.

ORIGINATED BY: Tracy Weaver, City Clerk
REVIEWED BY: Tracy Weaver, City Clerk
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In the past, the City Council has cancelled the first meeting in July due to conflicts in schedules.
It is therefore requested that Council approve the cancellation of the July 3, 2018 regularly scheduled meeting.