



**AGENDA**  
**EL SEGUNDO CITY COUNCIL**  
**6:00 PM Regular Session**  
**MARCH 16, 2021**

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DUE TO THE COVID-19 EMERGENCY, THIS MEETING WILL BE CONDUCTED PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER N-29-20.  
TELECONFERENCE VIA ZOOM MEETING

**MEETING ID: 964 5963 7962**  
**PIN: 730770**

***PUBLIC ADVISORY:***  
***THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC***

**Drew Boyles, Mayor**  
**Chris Pimentel, Mayor Pro Tem**  
**Carol Pirsztuk, Councilmember**  
**Scot Nicol, Councilmember**  
**Lance Giroux, Councilmember**

Tracy Weaver, City Clerk  
Matthew Robinson, City Treasurer

Executive Team

Scott Mitnick, City Manager  
Barbara Voss, Deputy City Manager  
Bill Whalen, Police Chief  
Sam Lee, Development Services Director  
Elias Sassoon, Public Works Director  
Melissa McCollum, Community Services Director

Mark Hensley, City Attorney  
Joe Lillio, Chief Financial Officer  
Chris Donovan, Fire Chief  
Rebecca Redyk, HR Director  
Charles Mallory, Info. Tech. Director

**MISSION STATEMENT:**

**"Provide a great place to live, work, and visit."**

**VISION STATEMENT:**

**"A hub for innovation where big ideas take off."**

## How Can Members of the Public Observe and Provide Public Comments?

- Residents can watch the meeting live via Spectrum Channel 3 and 22, AT&T U-Verse Channel 99 and/or El Segundo TV at YouTube.com.
- Access remotely via Zoom from a PC, Mac, iPad, iPhone, or Android device or by phone. Use URL <https://zoom.us/j/96459637962> and enter PIN: 730770 or visit [www.zoom.us](http://www.zoom.us) on device of choice, click on “Join a Meeting” and enter meeting ID: 96459637962 and PIN: 730770.
- Join by phone at 1-669-900-9128 and enter meeting ID and PIN.  
**NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial \*67 BEFORE dialing in to remain anonymous.**
- Note that you will be placed in a “listen only” mode and your video feed will not be shared with City Council or members of the public.
- For Public Communications and comments during Public Hearings, please notify meeting host by raising your virtual hand (see hand icon at bottom of screen) and you will be invited to speak. **(If you do not wish for your name to appear on the screen, then use the drop-down menu and click on “rename” to rename yourself “anonymous”)**
- Do not simultaneously use a microphone through Zoom and a cellphone/telephone, this combination results in audio problems.
- For electronic public comments on a specific agenda item, submit comments to the following e-mail address, with a limit of 150 words and accepted up until 30 minutes prior to the meeting: [PUBLICCOMMUNICATIONS@elsegundo.org](mailto:PUBLICCOMMUNICATIONS@elsegundo.org) **in subject line please state the meeting date and item number.** Depending on volume of communications, emails will be read to Council during public communications.
- For Public Hearings: written communications will be accepted via email at [PUBLICCOMMUNICATIONS@elsegundo.org](mailto:PUBLICCOMMUNICATIONS@elsegundo.org) both before the meeting and during open period of the Public Hearing.
- All written communication, documents, email addresses of attendees captured by Zoom software will be considered a public document subject to possible posting on the City’s website and are subject to disclosure under the Public Records Act.

**Additional Information:**

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

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

Before speaking to the City Council, please state: your name, residence, and organization/group you represent, if desired. Please respect the time limits.

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

**REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MARCH 16, 2021 - 6:00 P.M.  
REGULAR SESSION**

**CALL TO ORDER**

**INVOCATION** – Pastor Rob McKenna, The Bridge

**PLEDGE OF ALLEGIANCE** – Council Member Giroux

**ROLL CALL**

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

**CITY MANAGER FOLLOW-UP COMMENTS**

**SPECIAL PRESENTATIONS**

- a) Golf Course Subcommittee Recognition

- b) Book to Action 2021
- c) COVID-19 Update

**A. PROCEDURAL MOTIONS**

**Read all Ordinances and Resolutions on the Agenda by Title Only**

Recommendation – Approval.

**B. CONSENT CALENDAR**

**1. City Council Meeting Minutes**

Recommendation – Approve Regular City Council Meeting Minutes of March 2, 2021 and Special City Council Meeting Minutes of March 8, 2021.

**2. Warrant Demand Register for Period of February 21, 2021 through March 4, 2021**

Recommendation – Ratify payroll and employee benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers. Approve the following warrant demand register numbers 11A and 11B; Warrant numbers 3034710 through 3034802, 3034803 through 3034885, and 9001872 through 9001915.

**3. Extension of License Agreements with El Segundo Youth Sports Organizations**

Recommendation: Authorize the City Manager to extend the License Agreements with each El Segundo Youth Sports Organization identified in the Youth Sports Council Athletic Field/Facility Use and Allocation Policy for three years.

**4. Destruction of Records**

Recommendation: Adopt resolution authorizing the destruction of identified records in accordance with provisions of Section 34090 of the State of California Government Code.

**5. Policy for Professional Services Agreements for Developer-reimbursed Services**

Recommendation: 1) Authorize the City Manager to execute Professional Services Agreements in an amount not to exceed \$250,000 for developer-reimbursed services provided to the City's Development Services Department; 2) Broaden the policy to include not only environmental services consultants, but any consultant that works at the direction of the Development Services Department, provided the consultant is paid on a developer-reimbursed basis and no City funds are paid to the consultant; and, 3) Rescind previous Council action requiring environmental review services be provided by a vendor from the Council's pre-approved list of consultants.

**6. Grant from the State Homeland Security Grant Program**

Recommendation: 1) Authorize the acceptance of \$541,900 in grant funds from the 2019 State Homeland Security Grant Program and allow for amendments as outlined in Section V, subsection 503. Amendments of the Subrecipient Agreement with the County of Los Angeles; 2) Authorize the City Manager or designee to sign an agreement with the County of Los Angeles who will serve as the grant administrator for the grant; 3) Authorize the City Manager to sign the Amendments to the Professional Services Agreements with Michael T. Little dba Counter Risk, Inc., and Buffalo Computer Graphics; and 4) Approve additional appropriation to expense account 124-400-3202-3769.

**7. El Segundo Senior Housing Board Corporation 2021 Operating Budget**

Recommendation: Approve the El Segundo Senior Housing Board Corporation 2021 Operating Budget for the Park Vista senior housing apartments located at 615 East Holly Avenue.

**8. Resolution Approving the Corrected Salaries for Part-time Police Service Officer II Job Classification**

Recommendation: Adopt a resolution correcting the Basic Hourly Salary Range for the job classification of: Police Service Officer II (Part-time).

**9. Amendment to Contract with Denis Cook Planning Land Use Consultant**

Recommendation: Authorize the City Manager to execute an amendment with Denis Cook Land Use Consultant for planning services to increase the not-to-exceed amount from \$50,000 to \$95,000.

**C. PUBLIC HEARINGS**

**D. STAFF PRESENTATIONS**

**10. California Department of Justice Tobacco Grant Program Award**

Recommendation: Adopt Resolution authorizing acceptance of a \$43,347 grant from the California Department of Justice Tobacco Grant Program to support the El Segundo Police Department in educating minors about the harms of tobacco products, enforcing state and local tobacco laws, and conducting retailer enforcement.

**11. City Hall Windows Replacement Project Construction Contract Award**

Recommendation:

- 1) Reject MMJ Contractors, Inc.'s bid as non-responsive; and
- 2) Authorize City Manager to implement one of the following options:
  - A) Original Project -- Execute a public works construction contract with A.J. Fistes Corporation to replace all City Hall windows, remove hazardous materials, install interior window shades, and complete related work for a total cost of \$581,620; or,
  - B) Revised Project -- Execute a public works construction contract and subsequent change order with A.J. Fistes Corporation to replace limited City Hall windows, remove hazardous materials, install interior window shades, and complete related work for a total cost of \$475,700. (This option stays within the initial \$450,000 construction budget).

**F. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS**

**12. El Segundo Senior Housing Board Corporation Update on Park Vista Senior Housing facility located at 615 East Holy Avenue**

Recommendation: Receive and file.

**G. REPORTS – CITY CLERK**

**H. REPORTS – CITY TREASURER**

**13. Presentation of Investment Portfolio Report for December 2020**

Recommendation: Receive and file.

**I. AD-HOC CITY COUNCIL PENSION COMMITTEE REPORT**

**14. Proposed Unfunded Actuarial Liability (UAL) Policy**

Recommendation: Adopt proposed Unfunded Actuarial Liability Policy providing guidance to address any potential future unfunded liabilities in the City's CalPERS employee pension portfolio.

**J. REPORTS – COUNCIL MEMBERS**

Council Member Giroux –

Council Member Nicol -

Council Member Pirsztuk -

Mayor Pro Tem Pimentel –

Mayor Boyles –

**K. REPORTS – CITY ATTORNEY**

**L. REPORTS/FOLLOW-UP – CITY MANAGER**

**CLOSED SESSION**

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

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

**MEMORIAL**

**ADJOURNMENT**

POSTED:

DATE: March 12, 2021

BY: Tracy Weaver

TIME: 11:00 AM

## Presentations

- a) Golf Course Subcommittee Recognition



## Presentations

### b) Book to Action 2021

**Presentations**  
**c) COVID-19 Update**

MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MARCH 2, 2021 – 4:00 PM  
CLOSED SESSION

CALL TO ORDER – Virtually by Mayor Boyles at 4:01 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CLOSED SESSION:

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

DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): -2- matters

1. City Manager  
Performance Review Process
2. City Attorney  
Performance Review Process

Adjourned at 5:05 PM

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Tracy Weaver, City Clerk

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MARCH 2, 2021 - 6:00 P.M.  
***This meeting was conducted virtually via Zoom conferencing***

CALL TO ORDER - Virtually by Mayor Boyles at 6:02 PM

INVOCATION – The Bridge, Pastor Wes Harding

PLEDGE OF ALLIGENCE – Council Member Pirsztuk

ROLL CALL

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

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

***Tracy Weaver, City Clerk, read email comments into the record received prior to the meeting due to Safer at Home restrictions.***

Comments read in favor of item #D12 from the following: Eileen Salmas, Hawthorne, David Sundius, Jim Hannon, President, South Bay Bicycle Coalition.

***Comments via Zoom.***

Comments in favor of item #D12 from the following: Scott Houston, El Segundo, Jacob Barbarigos, Jessica Daugherty, Cause Impacts, Matthew Riley, DaVinci, and Aidan Cessor, DaVinci.

Shad McFadden, El Segundo, commented on an incident that occurred in our City regarding a racial slur towards a teen of color while walking in town.

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

SPECIAL PRESENTATIONS:

- a) Proclamation read by Mayor Boyles proclaiming March as American Red Cross Month and presented to Dale Spiegel.
- b) COVID-19 Update given by Fire Chief Donovan

A. PROCEDURAL MOTIONS

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

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

B. CONSENT CALENDAR

1. Approve Regular City Council Meeting Minutes of February 16, 2021.
2. Approve Warrant Demand Register for February 07, 2021 through February 18, 2021, warrant numbers 3034517–3034607, 3034608–3034709 and 9001870-9001871 and ratify payroll and employee benefit checks, checks released early due to contracts or agreement, emergency disbursements and/or adjustments, and wire transfers.
3. Adopt Resolution No. 5250 approving plans and specifications for utility locating and marking services to locate City-owned utilities for various construction activities in or around public right-of-way, adopt Resolution No. 5251 approving plans and specifications for location verification of existing fiber optic lines and other City-owned utilities in public right-of-way and, authorize staff to advertise the projects for bids.  
(Fiscal Impact: The total of the two projects is estimated to be \$178,000 for FY 2020-21 which includes contract cost estimate of \$78,000 annually (\$234,000 over three years) for locating and marking of City-Owned utilities and one-time investigation cost estimate of \$100,000.
4. Second reading and adopt Ordinance No. 1623 amending the City’s Floodplain Management Ordinance.  
(Fiscal Impact: None)
5. Authorize the City Manager to execute a standard Public Works Contract No. 6027 with All American Asphalt in the amount of \$892,000 for FY 20/21 Pavement Rehabilitation, Project No. PW 21-01, and authorize an additional \$90,000 for construction related contingencies and authorize the City Manager to execute a standard Professional Services Agreement No. 6028, with KOA Corporation in the amount of \$73,600 for construction inspection and testing services and authorize an additional \$7,400 for construction related contingencies.  
(Fiscal Impact: \$1,063,000)
6. PULLED BY COUNCIL MEMBER GIROUX
7. Receive and file without objection Administrative Use Permit No. 20-03 to allow the sale of beer, wine, and distilled spirits for on-site consumption at Jame Enoteca Restaurant located at 241 Main Street.  
(Fiscal Impact: None)
8. Receive and file without objection Administrative Use Permit No. 20-04 to allow alcohol sales for off-site consumption at the Unocal 76 Gas Station located at 770 North Pacific Coast Highway.  
(Fiscal Impact: None)

9. Approve the conclusion of the Golf Course Subcommittee due to the closure of The Lakes at El Segundo Golf Course on February 14, 2021.  
(Fiscal Impact: None)
10. PULLED BY MAYOR PRO TEM PIMENTEL
11. Second reading and adoption of Ordinance No.1622 setting the amount of water and wastewater rates and charges pursuant to safety codes section 5471 and El Segundo Municipal Code Section 11-1-5 for Fiscal Year (FY) 2020-21 through FY 2024-25.  
(Fiscal Impact: See agenda)

MOTION by Council Member Giroux, SECONDED by Mayor Pro Tem Pimentel, approving Consent Agenda item 1, 2, 3, 4, 5, 7, 8, 9, and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

PULLED ITEMS:

6. Adopt Resolution No. 5252 to establish the Basic Monthly Salary Range for the job classifications of Fire Marshal (Part-time), Battalion Chief (Part-time) and Police Assistant II (Part-time).  
(Fiscal Impact: Adopted FY 2020-21 General Fund Budget)

Council Member Giroux asked the question; why was this item brought forth at this time?

Donna Peter, HR Consultant answered the question, explaining the item is a “housekeeping” item required by CalPERS.

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5252

A RESOLUTION ESTABLISHING BASIC MONTHLY SALARY RANGES FOR VARIOUS PART-TIME JOB CLASSIFICATIONS

MOTION by Council Member Giroux, SECONDED by Council Member Nicol adopting Resolution No. 5252. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

10. Receive and file Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year 2018-19 Comprehensive Annual Financial Report  
(Fiscal Impact: None)

Item pulled by Mayor Pro Tem Pimentel in order to recognize Joe Lillio, Chief Financial Officer, and staff on receiving Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year 2018-19.

MOTION by Mayor Pro Tem Pimentel, SECONDED by Mayor Boyles to receive and file Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year 2018-19 Comprehensive Annual Financial Report

C. PUBLIC HEARING: None

D. STAFF PRESENTATIONS:

12. Regional Park Place Transportation Project & Regional Aviation Boulevard Bikeway/ Greenway Project Update  
Recommendation: 1) Receive update presentation on proposed Regional Park Place Transportation Project, Regional Aviation Boulevard Bikeway/Greenway Project, and funding options (for both one-time construction and recurring maintenance) and 2) Direct City Manager to: Evaluate funding options and pursue funding applications (including use of an Enhanced Infrastructure Financing District [EIFD]); Work with applicable funding participants (Los Angeles County, Los Angeles County Metropolitan Transportation Authority, local businesses/property owners, interest groups, consultants, etc.); and Report back to City Council with recommendations by August 17, 2021.  
(Fiscal Impact: See agenda)

Scott Mitnick, City Manager and Larry Kosmont, Kosmont Companies, gave a presentation and answered Council's questions.

#### Council Discussion

- Study session and/or update before August 17, 2021.
- Present a Financial model to better understand the funding for the project.
- Better understanding of an EIFD (Enhanced Infrastructure Financing District).
- Why were/are projects presented together and not independently?
- Options on other forms of funding, not entirely EIFD.
- Clear objectives

Council Consensus to receive and file the presentation.

MOTION by Mayor Pro Tem Pimentel, SECONDED by Council Member Nicol directing City Manager to evaluate funding options and pursue funding applications (including use of an Enhanced Infrastructure Financing District [EIFD]), work with applicable funding and report back to City Council with recommendations by August 17, 2021.  
MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

13. Receive and file 2020 Crime Summary.  
(Fiscal Impact: None)

Bill Whalen, Chief of Police gave a presentation.

#### Council Discussion

Council consensus to receive and file presentation.

14. Receive and file proposed FY 2021-22 State Budget Overview  
(Fiscal Impact: None)

Scott Mitnick, City Manager, introduced the item.

Joe Lillio, Chief Financial Officer and Martha Guzman- Hurtado, Communications and Legislative Affairs Manager gave a presentation.

Council Discussion

Council Consensus to receive and file the presentation.

- E. COMMITTEES, COMMISSIONS AND BOARDS PRESENTATIONS: None
- F. REPORTS – CITY CLERK – Passed
- G. REPORTS – CITY TREASURER – Not Present
- H. REPORTS – COUNCIL MEMBERS

Council Member Giroux – Understands there is a School Affairs Sub-Committee meeting this week and would like the members to discuss allowing youth sports leagues to utilize the District’s various fields for practices.

Council Member Nicol – Mentioned we are entering a new realm of Covid-19 where some residents are vaccinated and some aren’t, with this comes different viewpoints and Council Member Nicol encourages all to lead with kindness and not judgement. Love they neighbor!

Council Member Pirsztuk – Congratulated the ESUSD on being the first in our area to have 4<sup>th</sup> and 5<sup>th</sup> graders back in school classrooms, joining K-3 who are already back in the classroom. In the next few weeks, 6<sup>th</sup> graders and High School Seniors will be back. Mentioned this means more kids walking to and from school, therefore, please drive slowly in school areas.

Mayor Pro Tem Pimentel – Passed

Mayor Boyles – Attended Southern California Association of Governments related to Community Economic Housing Development and attend the Beaches and Harbors Commission meeting.

- I. REPORTS – CITY ATTORNEY – Passed
- J. REPORTS/FOLLOW-UP – CITY MANAGER – Mentioned the next City Council meeting is March 16<sup>th</sup> and City Council will hold a Special Closed session on March 8<sup>th</sup>.



MEMORIAL – None

ADJOURNED at 9:14 PM

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Tracy Weaver, City Clerk

SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL  
MONDAY, MARCH 8, 2021 – 5:00 PM  
CLOSED SESSION

CALL TO ORDER – Virtually by Mayor Boyles at 5:05 PM

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CLOSED SESSION:

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

CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION – 1 matter-

1. Cameron (former Police Officer) vs. City of El Segundo, et al, United States District Court (Central District of California) Case no. 2:20-cv-00311-DMG (PLAx)

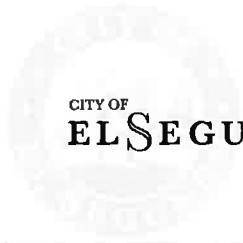
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

1. Initiation of litigation (Government Code §54956.9(d)(4)) – 1 matter-

ADJOURNMENT at 6:44 PM

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Tracy Weaver, City Clerk



**TITLE:**

Warrants Demand Register for Period of February 21, 2021 through March 4, 2021.

**RECOMMENDATION:**

Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers. Approve the following Warrant Demand Register numbers 11A and 11B: Warrant numbers 3034710 through 3034802, 3034803 through 3034885, and 9001872 through 9001915.

**FISCAL IMPACT:**

The warrants presented were drawn in payment of demands included within the Adopted FY2020-21 Budget and total \$2,423,163.01 (\$1,577,245.94 in check warrants and \$845,917,07 in wire warrants).

**BACKGROUND:**

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

In government finance, a warrant is a written order to pay that instructs a federal, state, county, or city government treasurer to pay the warrant holder on demand or after a specific date. Such warrants look like checks and clear through the banking system like checks. Warrants are issued for payroll to individual employees, accounts payable to vendors, to local governments, and to companies or individual taxpayers receiving a refund.

**DISCUSSION:**


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


**Warrants**  
**March 16, 2021**  
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**CITY STRATEGIC PLAN COMPLIANCE:**

**Goal 5:** Champion Economic Development and Fiscal Sustainability:

**Objective B:** El Segundo approaches its work in a financially strategic & responsible way.

**ORIGINATED BY:** Joseph Lillio, Chief Financial Officer 

**REVIEWED BY:** Barbara Voss, Deputy City Manager 

**APPROVED BY:** Scott Mitnick, City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

Warrant registers #11A and 11B

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY FUND

3034710 - 3034802

DATE OF APPROVAL: AS OF 03/16/2021

REGISTER # 11A

001	GENERAL FUND	402,067.19
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	136.96
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	-
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	-
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	494.87
118	TDA ARTICLE 3 - SB 821 BKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	18,320.00
125	STATE GRANT	-
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	420.72
128	SB-1	-
129	CERTIFIED ACCESS SPECIALIST PROGRAM	3.80
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	30,753.40
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	444,313.14
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	29,944.38
502	WASTEWATER FUND	139,450.74
503	GOLF COURSE FUND	208.60
504	PARK VISTA	-
505	SOLID WASTE	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	97.87
603	WORKERS COMP. RESERVE/INSURANCE	73.04
701	RETIRED EMP. INSURANCE	258.75
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	600.00
703	EXPENDABLE TRUST FUND - OTHER	-
708	OUTSIDE SERVICES TRUST	-
<b>TOTAL WARRANTS</b>		<b>\$ 1,087,341.46</b> ✓

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:

A= Payroll and Employee Benefit checks

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

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

VOID CHECKS DUE TO ALIGNMENT:

N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE:

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR:

NOTES

CHIEF FINANCIAL OFFICER

DATE:

Joseph Lillio

Digitally signed by Joseph Lillio  
DN: cn=Joseph Lillio, o=City of El  
Segundo, ou=Chief Financial Officer,  
email=jlillio@elsegundo.org, c=US  
Date: 2021.03.01 13:33:27 -08'00'

CITY MANAGER

DATE:

*Paulina Vales (for SM)*  
3/3/21

**CITY OF EL SEGUNDO  
 PAYMENTS BY WIRE TRANSFER  
 02/22/21 THROUGH 02/28/21**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
2/22/2021	IRS	261,017.60	Federal 941 Deposit
2/22/2021	Employment Development	5,637.68	State SDI payment
2/22/2021	Employment Development	57,578.33	State PIT Withholding
2/24/2021	Unum	316.20	Long Term Care Premium - January
2/24/2021	Unum	266.10	Long Term Care Premium - February
2/23/2021	Lane Donovan Golf Ptr	16,557.70	Payroll Transfer
02/15/20-02/21/21	Workers Comp Activity	54,809.56	SCRMA checks issued
02/15/20-02/21/21	Liability Trust - Claims	883.51	Claim checks issued
02/15/20-02/21/21	Retiree Health Insurance	0.00	Health Reimbursement checks issued
		<u>397,066.68</u>	

DATE OF RATIFICATION: 02/26/21  
 TOTAL PAYMENTS BY WIRE:

397,066.68

Certified as to the accuracy of the wire transfers by:

*Joseph Lillio* *JD* 2/26/21  
 Treasury & Customer Services Manager Date  
 Digitally signed by Joseph Lillio  
 DN: cn=Joseph Lillio, o=City of El Segundo,  
 ou=Chief Financial Officer,  
 email=jlillio@elsegundo.org, c=US  
 Date: 2021.03.01 13:31:59 -0800  
Joseph Lillio 03/01/2021  
 Director of Finance / Chief Financial Officer Date  
*Andrene Vass* *(for SM)* 3/3/21  
 City Manager Date

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

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY FUND

3034803 - 3034885  
9001872 - 9001915

DATE OF APPROVAL: AS OF 03/16/2021

REGISTER # 11B

001	GENERAL FUND	279,041.88
104	TRAFFIC SAFETY FUND	-
106	STATE GAS TAX FUND	-
108	ASSOCIATED RECREATION ACTIVITIES FUND	-
109	ASSET FORFEITURE FUND	2,383.56
111	COMM. DEVEL. BLOCK GRANT	-
112	PROP "A" TRANSPORTATION	-
114	PROP "C" TRANSPORTATION	143.84
115	AIR QUALITY INVESTMENT PROGRAM	-
116	HOME SOUND INSTALLATION FUND	-
117	HYPERION MITIGATION FUND	-
118	TDA ARTICLE 3 - SB 821 BIKEWAY FUND	-
119	MTA GRANT	-
121	FEMA	-
120	C.O.P.S. FUND	-
122	L.A.W.A. FUND	-
123	PSAF PROPERTY TAX PUBLIC SAFETY	-
124	FEDERAL GRANTS	-
125	STATE GRANT	3,625.32
126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	80.00
128	SB-1	16,897.17
129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
130	AFFORDABLE HOUSING	-
131	COUNTY STORM WATER PROGRAM	3,410.00
202	ASSESSMENT DISTRICT #73	-
301	CAPITAL IMPROVEMENT FUND	191,457.00
302	INFRASTRUCTURE REPLACEMENT FUND	-
405	FACILITIES MAINTENANCE	-
501	WATER UTILITY FUND	926.47
502	WASTEWATER FUND	3,788.57
503	GOLF COURSE FUND	4,686.12
504	PARK VISTA	-
505	SOLID WASTE	-
601	EQUIPMENT REPLACEMENT	-
602	LIABILITY INSURANCE	-
603	WORKERS COMP. RESERVE/INSURANCE	-
701	RETIRED EMP. INSURANCE	-
702	EXPENDABLE TRUST FUND - DEVELOPER FEES	968.55
703	EXPENDABLE TRUST FUND - OTHER	2,514.00
708	OUTSIDE SERVICES TRUST	-

TOTAL WARRANTS

\$ 509,904.48 ✓

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:

A= Payroll and Employee Benefit checks

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

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

VOID CHECKS DUE TO ALIGNMENT: \_\_\_\_\_  
N/A

VOID CHECKS DUE TO INCORRECT CHECK DATE: \_\_\_\_\_

VOID CHECKS DUE TO COMPUTER SOFTWARE ERROR: \_\_\_\_\_

NOTES \_\_\_\_\_

CHIEF FINANCIAL OFFICER

DATE:

*Joseph P. [Signature]*  
3-9-2021

CITY MANAGER

DATE:

*Paulina Vies*  
3-10-21

**CITY OF EL SEGUNDO  
 PAYMENTS BY WIRE TRANSFER  
 03/01/21 THROUGH 03/07/21**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
3/1/2021	Cal Pers	11,170.20	EFT Retirement Safety-Fire-PEPRA New 25020
3/1/2021	Cal Pers	23,998.17	EFT Retirement Safety-Police-PEPRA New 25021
3/1/2021	Cal Pers	43,686.70	EFT Retirement Misc - PEPRA New 26013
3/1/2021	Cal Pers	43,160.88	EFT Retirement Misc - Classic 27
3/1/2021	Cal Pers	65,377.95	EFT Retirement Safety Police Classic - 1st Tier 28
3/1/2021	Cal Pers	55,252.22	EFT Retirement Safety Fire- Classic 30168
3/1/2021	Cal Pers	6,443.18	EFT Retirement Sfty Police Classic-2nd Tier 30169
3/4/2021	Manufacturers & Traders	65,245.36	457 payment Vantagepoint
3/4/2021	Manufacturers & Traders	1,130.77	401(a) payment Vantagepoint
3/4/2021	Manufacturers & Traders	550.00	IRA payment Vantagepoint
3/5/2021	ExpertPay	1,670.75	EFT Child support payment
02/22/20-02/28/21	Workers Comp Activity	26,588.59	SCRMA checks issued
02/22/20-02/28/21	Liability Trust - Claims	104,575.62	Claim checks issued
02/22/20-02/28/21	Retiree Health Insurance	0.00	Health Reimbursement checks issued
		<u>448,850.39</u>	

**DATE OF RATIFICATION: 03/04/21  
 TOTAL PAYMENTS BY WIRE:**

**448,850.39**

Certified as to the accuracy of the wire transfers by:

	<u>3/4/21</u>
Treasury & Customer Services Manager	Date
	<u>3-9-2021</u>
Director of Finance / Chief Financial Officer	Date
	<u>3-10-21</u>
City Manager	Date

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



**TITLE:**

Extension of License Agreements with El Segundo Youth Sports Organizations

**RECOMMENDATION:**

Authorize the City Manager to extend the License Agreements with each El Segundo Youth Sports Organization identified in the Youth Sports Council Athletic Field/Facility Use and Allocation Policy for three years.

**FISCAL IMPACT:**

Total annual revenue from the license agreements is estimated to be \$24,000 (\$72,000 over three years).

**BACKGROUND:**

The Youth Sports Council was established in 2008 as an advisory body established and appointed by the Recreation and Parks Commission. The committee is comprised of lead representatives for various youth sports organizations and works cooperatively with each other and Community Services staff on field allocation/scheduling; identifying and resolving any field allocation issues; and discussing maintenance requests and other policies related to use of City fields for youth sports. All decisions made by the Youth Sports Council are considered recommendations for the Recreation and Parks Commission.

The Recreation and Parks Fee Analysis Task Force was created on September 18, 2012 and was tasked with analyzing and recommending fees associated with programs and services offered through the Recreation and Parks Department, with cost recovery and sustainability as key priorities. The Task Force recommended that the eight El Segundo Youth Sports Organizations identified in the Youth Sports Council Athletic Field/Facility Use and Allocation Policy pay an annual fee for use of the fields based on \$10 per resident player and \$30 per non-resident player within each youth sports organization based on their primary season roster. City Council approved the fees on May 20, 2014.

**DISCUSSION:**

Initial license agreements with each youth sports organization were for the term of three years, expiring in FY 2017/2018. The current three-year agreements expire in FY 2020/2021.

City staff recommends that City Council approve amending the license agreements for additional three-year terms for each Youth Sports Organization. The amendments will

allow the Youth Sports Council Members to continue using the fields and facilities at the current rate of \$10 for an El Segundo resident player and \$30 per non-resident player.

**Youth Organizations and Payments**

Fiscal Year	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
AYSO	\$15,010	\$14,480	\$14,770	\$14,000	\$12,510	\$12,510	\$12,510
Babe Ruth	\$1,090	\$1,270	\$1,090	\$1,340	\$1,090	\$1320	\$1330
ESGS		\$2,650	\$2,680	\$2,720	\$2,970	\$2910	\$3310
Lacrosse		\$1,290	\$840	\$610	\$650	\$650	\$840
ESLL		\$2,530	\$2,760	\$2,060	\$2,440	\$1690	\$1540
Hockey		\$1,370	\$1,230	\$1,570	\$1,660	\$1900	\$1440
Flag Football		\$1,490	\$2,250	\$1,270	\$1,300	\$1280	\$1100
USVYL		\$1,100	\$1,120	\$660	\$1,120	\$730	\$900
<b>Total</b>	<b>\$16,100</b>	<b>\$26,180</b>	<b>\$26,740</b>	<b>\$24,230</b>	<b>\$23,740</b>	<b>\$22,990</b>	<b>\$22,970</b>

**Residency Percentages by Group**

AYSO	Resident	Non-Resident	Resident %
FY 13/14	778	241	76%
FY 14/15	743	235	76%
FY 15/16	739	246	75%
FY 16/17	701	233	75%
FY 17/18	744	169	81%
FY 18/19	744	169	81%
FY 19/20	744	169	81%

Babe Ruth	Resident	Non-Resident	Resident %
FY 13/14	64	15	81%
FY 14/15	61	22	73%
FY 15/16	61	16	79%
FY 16/17	56	26	68%
FY 17/18	64	15	81%
FY 18/19	57	25	70%
FY 19/20	61	22	30%

<b>El Segundo Girls Softball</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident %</b>
<b>FY 14/15</b>	<b>139</b>	<b>42</b>	<b>77%</b>
<b>FY 15/16</b>	<b>145</b>	<b>41</b>	<b>78%</b>
<b>FY 16/17</b>	<b>146</b>	<b>42</b>	<b>78%</b>
<b>FY 17/18</b>	<b>129</b>	<b>56</b>	<b>70%</b>
<b>FY 18/19</b>	<b>117</b>	<b>58</b>	<b>67%</b>
<b>FY 19/20</b>	<b>121</b>	<b>70</b>	<b>63%</b>

<b>Lacrosse</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident %</b>
<b>FY 14/15</b>	<b>78</b>	<b>17</b>	<b>82%</b>
<b>FY 15/16</b>	<b>60</b>	<b>8</b>	<b>88%</b>
<b>FY 16/17</b>	<b>46</b>	<b>5</b>	<b>90%</b>
<b>FY 17/18</b>	<b>52</b>	<b>4</b>	<b>93%</b>
<b>FY 18/19</b>	<b>52</b>	<b>4</b>	<b>93%</b>
<b>FY 19/20</b>	<b>54</b>	<b>10</b>	<b>84%</b>

<b>El Segundo Little League</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident %</b>
<b>FY 14/15</b>	<b>187</b>	<b>22</b>	<b>89%</b>
<b>FY 15/16</b>	<b>201</b>	<b>25</b>	<b>89%</b>
<b>FY 16/17</b>	<b>149</b>	<b>19</b>	<b>89%</b>
<b>FY 17/18</b>	<b>187</b>	<b>19</b>	<b>91%</b>
<b>FY 18/19</b>	<b>112</b>	<b>19</b>	<b>85%</b>
<b>FY 19/20</b>	<b>112</b>	<b>14</b>	<b>89%</b>

<b>Hockey</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident %</b>
<b>FY 14/15</b>	<b>44</b>	<b>31</b>	<b>59%</b>
<b>FY 15/16</b>	<b>63</b>	<b>20</b>	<b>76%</b>
<b>FY 16/17</b>	<b>49</b>	<b>36</b>	<b>58%</b>
<b>FY 17/18</b>	<b>55</b>	<b>37</b>	<b>60%</b>
<b>FY 18/19</b>	<b>52</b>	<b>46</b>	<b>53%</b>
<b>FY 19/20</b>	<b>63</b>	<b>27</b>	<b>70%</b>

<b>Flag Football</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Resident %</b>
<b>FY 14/15</b>	<b>86</b>	<b>21</b>	<b>80%</b>
<b>FY 15/16</b>	<b>99</b>	<b>42</b>	<b>70%</b>
<b>FY 16/17</b>	<b>52</b>	<b>25</b>	<b>68%</b>
<b>FY 17/18</b>	<b>52</b>	<b>26</b>	<b>67%</b>
<b>FY 18/19</b>	<b>56</b>	<b>24</b>	<b>70%</b>
<b>FY 19/20</b>	<b>47</b>	<b>21</b>	<b>69%</b>

Youth Volleyball (USYVL)	Resident	Non-Resident	Resident %
FY 14/15	59	17	78%
FY 15/16	58	18	76%
FY 16/17	36	30	55%
FY 17/18	58	18	76%
FY 18/19	40	11	78%
FY 19/20	48	14	77%

**CITY STRATEGIC PLAN COMPLIANCE:**

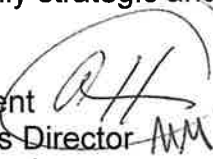
Goal 1: Enhance Customer Service and Engagement


Objective A: El Segundo provides unparalleled service to internal and external customers.

Goal 5: Champion Economic Development and Fiscal Sustainability

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

**PREPARED BY:** Arecia Hester, Recreation Superintendent

**REVIEWED BY:** Melissa McCollum, Community Services Director 

**APPROVED BY:** Barbara Voss, Deputy City Manager 



**TITLE:**

Extension of License Agreements with El Segundo Youth Sports Organizations

**ORIGINAL RECOMMENDATION:**

Authorize the City Manager to extend the License Agreements with each El Segundo Youth Sports Organization identified in the Youth Sports Council Athletic Field/Facility Use and Allocation Policy for three years.

**REVISED RECOMMENDATION:**

Authorize the City Manager to extend the License Agreements with each El Segundo Youth Sports Organization identified in the Youth Sports Council Athletic Field/Facility Use and Allocation Policy for one year.

**ORIGINAL FISCAL IMPACT:**

Total annual revenue from the license agreements is estimated to be \$24,000 (\$72,000 over three years).

**REVISED FISCAL IMPACT:**

Total annual revenue from the license agreements is estimated to be \$24,000.

**DISCUSSION:**

City staff recommends that City Council approve amending the license agreements for an additional one-year term for each Youth Sports Organization. The amendments will allow Youth Sports Council Members to continue using the fields and facilities at the current rate of \$10 for an El Segundo resident player and \$30 per non-resident player.

As rates have not increased since 2014, City staff will evaluate the fees as part of an upcoming Master Fee Study to determine appropriate rates for subsequent years of the license agreements. City staff will return to City Council with a recommendation for FY 2022/2023.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Enhance Customer Service and Engagement

Objective A: El Segundo provides unparalleled service to internal and external customers.

Goal 5: Champion Economic Development and Fiscal Sustainability

Youth Sports License Agreements

March 16, 2021

Page 2 of 2

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

**PREPARED BY:** Melissa McCollum, Community Services Director

**APPROVED BY:** Barbara Voss, Deputy City Manager

**TITLE:**

Destruction of Records

**RECOMMENDATION:**

Adopt Resolution authorizing destruction of identified records in accordance with provisions of Section 34090 of the State of California Government Code.

**FISCAL IMPACT:**

Included in Adopted FY 2019/20 Budget

Amount Budgeted: \$1,200

Additional Appropriation: No

Account Number(s): 001-400-1301-6214 (Professional & Technical)

**BACKGROUND:**

Various City Departments need to transition older documents for destruction to make space for new records. By reviewing the older records and inventorying the current ones, available storage space is used more efficiently.

**DISCUSSION:**

Documents from the following departments are proposed to be destroyed in accordance with Government Code Section 34090:

City Clerk  
Library  
Fire

The responsible departments have reviewed the listed records, verified that the documents may be destroyed based on the applicable retention schedule adopted by City Council Resolutions 4291, 4471 and 4487 and the Secretary of State Local Government Records Management Guidelines. As required by state law, the City Attorney will review and give final written consent before the destruction of these records.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 4: Develop and Maintain Quality Infrastructure and Technology

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

Activity 3: Implement paperless goals.

**PREPARED BY:** Mona F. Shilling, Deputy City Clerk II

**REVIEWED BY:** Tracy Weaver, Elected City Clerk

**APPROVED BY:** Barbara Voss, Deputy City Manager



**ATTACHED SUPPORTING DOCUMENTS:**

Resolution with Exhibit A list of records to be destroyed.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF PUBLIC RECORDS IN ACCORDANCE WITH THE CALIFORNIA GOVERNMENT CODE.**

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

**SECTION 1:** The City Council finds as follows:

- A. Certain documents from the City Clerk, Library and Fire departments are proposed to be destroyed in accord with Government Code § 34090;
- B. The City Attorney gave written consent to the destruction of these records pursuant to Government Code § 34090;
- C. Based upon the documents presented for destruction, it does not appear to the City Council that these records need be retained and that such records are occupying valuable storage space.

**SECTION 2:** *Approval and Authorization.* Pursuant to Government Code § 34090, the City Council approves the destruction of the records referred to in attached Exhibit "A," which is incorporated by reference, and authorizes the City Clerk to dispose of the records in any lawful manner.

**SECTION 3:** Upon destroying these documents, the City Clerk is directed to complete a certificate verifying the destruction of these records and file the certificate with the City's official records.

**SECTION 4:** The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

**SECTION 5:** This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded by a subsequent resolution.

[SIGNATURES ON NEXT PAGE]

RESOLUTION NO. \_\_\_\_\_

PASSED AND ADOPTED this 16th day of March 2021.

\_\_\_\_\_  
Drew Boyles  
Mayor

ATTEST:

\_\_\_\_\_  
Tracy Weaver  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley,  
City Attorney

# **EXHIBIT A**

## **CITY OF EL SEGUNDO RECORDS DESTRUCTION FORM**

The records listed below are scheduled to be destroyed:

<b>Records Description *</b>	<b>Start Date</b>	<b>End Date</b>	<b>Box #</b>	<b>Retention Period</b>	<b>Dept</b>
Bid Submittals – 2010 (Unsuccessful)	2010	2010	1	CL+2 Bids & Proposals Pg. C-25/C-30	City Clerk
Bid Submittals – 2010 (Unsuccessful)	2010	2010	2	CL+2 Bids & Proposals Pg. C-25/C-30	City Clerk
Completed/Expired Agreements	2008	2010	3	T+5 Contracts & Agreements Pg. C-30	City Clerk
Public Records Request – 2019 Completed/Closed	2019	2019	4	CU+2 Public Records Request Pg. C-23	City Clerk

**APPROVED FOR DESTRUCTION:**

*Craige Weaver*  
Department Head

3.10.2021  
Date

**APPROVED FOR DESTRUCTION:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

I **TRACY WEAVER, CITY CLERK, HEREBY CERTIFY** that the items listed above are approved for destruction on \_\_\_\_\_ in accordance with City policies and procedures:

\_\_\_\_\_  
Tracy Weaver, City Clerk

\_\_\_\_\_  
Date

**\*NOTE:** The Records Description must be from the Secretary of State Local Government Records Management Guidelines February 2006. It must include the Index (document type), Category and page number (Refer to pages C5-C15)

**DOCUMENTS FOR DESTRUCTION  
2021  
BOX 1**

Bid Packets/Submittals

PW 10-10 NONE RECEIVED  
RFP 10-09 Assistance in solicitation and selection of contractor for new residential trash hauling services  
Bid 10-08 Police Station Surveillance Equipment  
RFP 10-07 Landscape Maintenance Services  
RFP 10-08 All Wheel Steer Wheel Loader  
RFP 10-05 Pump Stations 5 and 13 Upgrades  
RSI 10-02 Residential Sound Insulation Program Group 40  
RSI 10-01 Residential Sound Insulation Program Group 39  
PW 10-09 Beach Bathroom and Lifeguard Station

**DOCUMENTS FOR DESTRUCTION  
2021  
BOX 2**

Bid Packets/Submittals

PW 10-02 Rec Park Phase III Lighting  
PW 10-03 Pavement Rehab Grand Ave (Sepulveda to Duley Rd)  
PW 10-04 Lairport St Repab (Mariposa to Maple)  
PW 10-07 Rec Park Phase III Lighting Project  
PW 10-08 I-Net Connection Outlying City Facilities

**DOCUMENTS FOR DESTRUCTION  
2021  
BOX 3**

<u>Contract #</u>	<u>Completion</u>	<u>Name</u>	<u>Description</u>
4006	4/7/10	Hardy & Harper	Rehab Main Street
4041	2010	Lucky's Two Way Radios	Site Rental
4040	2010	Mobile Relay Associates	Site Rental
4028	7/21/10	Silva Construction	Mariposal Ave Rehab
3554	2010	Rincon Consultants	Local Costal Program
3611	2010	Trugreen Landcare	Landscaping Services
3727	12/9/08	S&L	RSI Group 21
4067	11/16/10	Mathew and Stewart Co.	Sewer Rehab PW 09-09
4053	2010	RCA	Site Rental
4027	5/5/10	General Lighting & Elect	Lighting Poles PW 09-14
4026	7/21/10	Pacific Hydrotech	Seismic Strengthening Reservoir
4019	2010	MuniServices	Bus. License Services
4013	2010	Willdan	PBS Consultants
4010	5/10/10	Martin & Chapman	Mail Ballot Election
3983	2/16/10	Pavement Coating	Slurry Seal
3978	6/2/10	Big West	RSI Group 37
3970	3/8/10	Pavement Solutions	Playground Rehab
3965	2010	Compressed Air Specialties	Compressed Air
3963	1/20/10	Belaire West Landscape	Irrigation Replacement PW 09-06
3962	1/20/10	Vido Samarzich	Water Main Replacement
3948	2/22/10	Prof Bldg Contractors	RSI Group 32
3942	2/22/10	Prof Bldg Contractors	RSI Group 34
3941	2/3/10	Prof Bldg Contractors	RSI Group 31
3933	2010	Bartel Associates	OPEB Actuarial
3867	2010	Cassidy & Associates	Lobbyist
3859	2010	Amtech Elevator Services	Elevator Service
3855	2010	So Bay Children's Health Ctr	South Bay Youth Project
3949	2/22/10	Prof Bldg Contractors	RSI Group 33

DOCUMENTS FOR DESTRUCTION

DATE: 2021

BOX #4

**Public Records Request – 2019 Completed/Closed**



## CITY OF EL SEGUNDO RECORDS DESTRUCTION FORM

The records listed below are scheduled to be destroyed:

Records Description *	Start Date	End Date	Box #	Retention Period	Dept
Activity Report (Payroll)	2014	2017	1	Duplicate record-original in Eden/Payroll	Community Services-Library
Invoices: Baker & Taylor	2015	2018	1	Duplicate record-original in Finance	"
Audio Editions	2015	2018	2	"	"
Blackstone	2002	2018	2	"	"
Business Intelligence (B101)	2017	2018	2	"	"
Brodart	2002	2016	2	"	"
Brilliance Publishing	2018	2018	2	"	"
Brighton, Debra (Travel/Conf Reports)	2009	2018	2	"	"
Invoices: Califa	2010	2016	2	"	"

**APPROVED FOR DESTRUCTION:**

*Melinda Miller*  
Department Head

3/8/2021  
Date

**APPROVED FOR DESTRUCTION:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

I TRACY WEAVER, CITY CLERK, HEREBY CERTIFY that the items listed above are approved for destruction on \_\_\_\_\_ in accordance with City policies and procedures:

\_\_\_\_\_  
Tracy Weaver, City Clerk

\_\_\_\_\_  
Date

**\*NOTE:** The Records Description must be from the Secretary of State Local Government Records Management Guidelines February 2006. It must include the Index (document type), Category and page number (Refer to pages C5-C15)

**CITY OF EL SEGUNDO  
RECORDS DESTRUCTION FORM**

The records listed below are scheduled to be destroyed:

Records Description	Start Date	End Date	Box #	Retention Period	Dept
Invoices: Canon	2000	2014	2	Duplicate-original in Finance	Community Services-Library
DELL	2002	2010	2	"	"
EBSCO	2015	2018	2	"	"
Expenditure Status Report	2014	2018	2	Duplicate-original in Eden/Finance	"
Friends of the Library (Invoice requests)	2016	2018	3	Duplicate-original in Finance	"
Invoices: Gale/Cengage	2010	2018	3	"	"
Information Today	2015	2017	3	"	"
Kyocera	2013	2018	3	"	"
Leave Requests (Employee)	2014	2018	3	Duplicate-original in Payroll	"
Invoices: Library Tech	2015	2017	3	"	"
Library & Assoc.	2005	2018	3	"	"
Liberty City	2016	2018	3	"	"
Material Collection Report	2015	2018	4	CU+2	"
Meeting Room Applications	2015	2018	4	CL+2	"
Invoices: OCLC	2012	2018	5	Duplicate-original in Finance	"
Office Depot	2017	2018	5	"	"
Penguin Random House	2015	2018	5	"	"
Penworthy	2016	2018	5	"	"
Pitney Bowes	2004	2016	5	"	"

**CITY OF EL SEGUNDO  
RECORDS DESTRUCTION FORM**

The records listed below are scheduled to be destroyed:

<b>Records Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Box #</b>	<b>Retention Period</b>	<b>Dept</b>
Precision Reef	2014	2018	5	Duplicate-original in Finance	Community Services-Library
Purchase Orders	2013	2016	5	Duplicate-original in Purchasing.	"
Professional Bldg. Maintenance Agreement	2013	2013	5	Duplicate-original in Clerks' office or Laserfiche.	"
Invoices: PROQUEST	2002	2017	5	Duplicate-original in Finance	"
QBI	2010	2015	5	"	"
Recorded Books	2019	2018		"	"
SoCal Library Cooperative	2009	2015	5	"	"
UPS	2003	2009	5	"	"
US Bank Statements/Transaction Log)	2016	2018	5	"	"
Invoices: Vanguard System	2002	2011	5	"	"
Vertex Comm.	2008	2010	5	"	"


**CITY OF EL SEGUNDO  
RECORDS DESTRUCTION FORM**

The records listed below are scheduled to be destroyed:

Records Description *	Start Date	End Date	Box #	Retention Period	Dept
Fire Safety – Administration – Permits – Uniform Fire Code – C-32	1/78	12/15	1	CL = 2	Fire
General Subject, Correspondence – Originating Department C-19	1/84	12/17	2	CU = 2	Fire
Fire Safety, Administration – Inspection Fire Prevention – C-32	1/87	12/04	3	CL + 3	Fire
Fire Safety, Administration – Inspection Fire Prevention – C-32	1/05	12/06	4	CL + 3	Fire
Fire Safety, Administration – Inspection Fire Prevention – C-32	1/06	12/07	5	CL + 3	Fire
Fire Safety, Administration – Inspection Fire Prevention – C-32	1/08	12/08	6	CL + 3	Fire
Fire Safety, Administration – Inspection Fire Prevention – C-32	1/09	12/10	7	CL + 3	Fire
Fire Safety, Administration – Inspection Fire Prevention – C-32	1/11	12/15	8	CL + 3	Fire
Fire Safety, Administration – Inspection Fire Prevention – C-32	1/16	12/17	9	CL + 3	Fire

**APPROVED FOR DESTRUCTION:**

  
\_\_\_\_\_  
Department Head

  
\_\_\_\_\_  
Date

**APPROVED FOR DESTRUCTION:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**I TRACY WEAVER, CITY CLERK, HEREBY CERTIFY** that the items listed above are approved for destruction on \_\_\_\_\_ in accordance with City policies and procedures:

\_\_\_\_\_  
Tracy Weaver, City Clerk

\_\_\_\_\_  
Date

**\*NOTE:** The Records Description must be from the Secretary of State Local Government Records Management Guidelines February 2006. It must include the Index (document type), Category and page number (Refer to pages C5-C15)

**TITLE:**

Policy for Professional Services Agreements for Developer-reimbursed Services

**RECOMMENDATION:**

1. Authorize the City Manager to execute Professional Services Agreements in an amount not to exceed \$250,000 for developer-reimbursed services provided to the City's Development Services Department;
2. Broaden the policy to include not only environmental services consultants, but any consultant that works at the direction of the Development Services Department, provided the consultant is paid on a developer-reimbursed basis and no City funds are paid to the consultant; and,
3. Rescind previous Council action requiring environmental review services be provided by a vendor from the Council's pre-approved list of consultants.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Development Services Department often hires consultants to provide services to the City related to certain entitlement projects. Although the City retains the consultant to provide services, the consultant is actually paid by the project applicant or developer. Such "developer-reimbursed" services include, but are not limited to, preparation of environmental documents for a discretionary project. Developers and applicants are required to deposit funds with the City to cover consultant costs, and the City then pays the consultants from such funds. Hence, no City funds are used to pay such consultants.

In September 2007, City Council authorized the City Manager to sign agreements with developer-reimbursed environmental review services in amounts not to exceed \$75,000. City Council also approved a specific list of qualified consultants to provide such environmental review services. Subsequently, on July 15, 2008, City Council increased the City Manager's authority to sign developer-reimbursed environmental review services to \$125,000.

In January 2011, City Council again increased the City Manager's authority to \$200,000 for developer-reimbursed environmental review services. At the same time, City Council approved an updated list of qualified consultants to provide such services.

**DISCUSSION:**

The City's Municipal Code provides a framework for the purchase of services with the use of City funds (ESMC § 1-7-1). Generally, the City Manager has signature authority to sign professional services agreements for up to \$50,000 per fiscal year. Any agreements greater than \$50,000 typically require City Council approval (ESMC § 1-7A-5).

Developer-reimbursed environmental review services, however, have been exempt from the general rule since 2007. This exemption was created for two reasons: first, because such services are not paid for using City funds. Instead, consultants providing services to the City on developer-reimbursed projects are paid by City staff using the developer's or applicant's funds. Second, allowing the City Manager greater flexibility when it comes to developer-reimbursed agreements also ensures that the City expedites processing of projects, since the City Manager can approve of such contracts up to \$200,000 without seeking Council approval.

With this action, staff are requesting that City Council approve the following three changes to City Council's existing policy:

1. Increase the City Manager's signature authority from \$200,000 to \$250,000 per consultant and per project.
2. Broaden the policy to include not only environmental services consultants, but any consultant that works at the direction of the Development Services Department, provided the consultant is paid on a developer-reimbursed basis and no City funds are paid to the consultant.
3. Rescind the requirement that the Development Services Department use a pre-approved consultant.

Staff is requesting City Council to rescind the requirement that consultants be selected from a pre-approved list because there is considerable movement in the industry, with firms merging and changing names. Consequently, the pre-approved list would need to be updated on a regular basis, and each update would require City Council approval. Instead, the Development Services Department proposes to follow best practices when selecting a consultant by obtaining at least three bids from qualified consultants for each project, and awarding the contract to the most qualified consultant. This ensures that developers or applicants are paying current market rates for services and provides staff more options and flexibility when seeking and selecting a qualified consultant.

If approved by City Council, this policy would take effect immediately and would constitute an exemption to the Municipal Code's general rules relating to signature authority stated above.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

Objective 5b: El Segundo approaches its work in a financially disciplined and responsible way.

**PREPARED BY:** Eduardo Schonborn, Principal Planner

**REVIEWED BY:** Sam Lee, Development Services Director

**APPROVED BY:** Barbara Voss, Deputy City Manager



**ATTACHED SUPPORTING DOCUMENTS:**

January 18, 2011 Staff Report



**AGENDA DESCRIPTION:**

Consideration and possible action regarding: 1) approval of an updated list of pre-approved consultants that provide environmental review services pursuant to California Environmental Quality Act guidelines (CEQA) and National Environmental Policy Act (NEPA) regulations to assist the City in the processing of entitlement projects; and 2) to authorize the City Manager to execute Professional Services Agreements in an amount not to exceed \$200,000 (increased from \$125,000 currently), in a form approved by the City Attorney, for developer reimbursed environmental review services pursuant to CEQA and NEPA regulations from the pre-approved list of consultants (Fiscal Impact: None)

**RECOMMENDED COUNCIL ACTION:**

1. Approve the attached list of consultants to provide environmental review and traffic consultant services;
2. Authorize the City Manager to sign Professional Service Agreements for developer reimbursed environmental review services approved as to form by the City Attorney in an amount not to exceed \$200,000; and/or,
3. Alternatively, discuss and take other possible action related to this item.

**ATTACHED SUPPORTING DOCUMENTS:**

1. List of qualified environmental planning consultants and traffic consultants

**FISCAL IMPACT: N/A**

**Amount Budgeted:** N/A  
**Additional Appropriation:** N/A  
**Account Number(s):** N/A

**ORIGINATED BY:** Kimberly Christensen, AICP, Planning Manager *KC*  
**REVIEWED BY:** Greg Carpenter, Director of Planning and Building Safety *GC*  
**APPROVED BY:** Jack Wayt, City Manager *JW*

**BACKGROUND AND DISCUSSION:**

The Planning Division provides administration and review of all entitlement projects concerning environmental review pursuant to CEQA and NEPA regulations. Due to the size, scope, and complexity of projects and the specialized technical areas of expertise needed to prepare CEQA and NEPA documents, the City utilizes environmental consultants, traffic consultants and various other technical sub-consultants to prepare the necessary documents as prescribed by State and Federal regulations respectively.

The cost of these environmental documents and associated consultant services are paid for by developers using reimbursement agreements. No direct cost is borne by the City. In fact, since the City went to a cost recovery approach to its Planning fees, deposit based fees are charged to cover the costs of planning staff to provide project and contract administration, review of the consultant's work, the preparation of staff reports, and all other project related tasks separate from the cost the developer incurs for environmental review services by an outside consulting firm.

On September 4, 2007, the City Council approved the use of a pre-approved list of consultants to provide environmental review services and authorization for the City Manager to approve Professional Services for developer reimbursed environmental review services in the amount of \$75,000 or less. On July 15, 2008, the City Council approved an increase in the amount that the City Manager is authorized to approve Professional Service Agreements for developer reimbursed environmental review services. The amount increased to \$125,000 to cover the cost of a larger range of projects including most Mitigated Negative Declarations and some less complicated focused EIR's.

The Planning Division has updated the list of firms by adding two firms and deleting two firms from the list Council last approved. Planning staff removed Chris Joseph & Associates and P & D Consultants. Chris Joseph & Associates is no longer in business and staff does not recommend using the services of P & D Consultants. Planning staff has added five firms to the list, namely EcoTierra, CAJA Environmental Services, LLC, Kimley-Horn and Associates, Willdan, and Sapphos Environmental, Inc.

EcoTierra is a new firm comprised of a few of the staff members from Chris Joseph & Associates, including one of the former Principals of the firm, who provided consultant services to the City for numerous projects including Plaza El Segundo and the Air Force Base. CAJA Environmental Services, LLC is a new firm comprised of some of the former staff members and the other former Principal Chris Joseph from Chris Joseph & Associates who have not directly performed work in the City in the past. Kimley-Horn and Associates regularly provides service to the City by preparing traffic studies, traffic impact analysis, parking demand studies and providing peer review of traffic analysis both directly and as a sub-consultant to environmental consultants on the City's pre-approved list. Kimley-Horn and Associates has provided traffic consultant services for the City for the Circulation Element and Plaza El Segundo and is currently working on the Aquatics Study. Willdan has provided planning consultant services and engineering services to the City. Sapphos Environmental, Inc. is a new firm for the City that requested an opportunity to conduct environmental review services for the City. The Planning Division requests that the City Council approve the attached updated list of consulting firms.

Additionally, in an effort to continue to streamline the development process for major projects where projects are developer funded with no expenditure of City funds involved, City staff is requesting that the amount the City Manager is authorized to approve is increased from \$125,000 to \$200,000 for professional services agreements for environmental review services and associated traffic services. This will facilitate most projects except for the most complicated projects requiring EIR's. Typically this will eliminate approximately 4 to 6 weeks in additional start up time for projects. All City funded projects would still require approval from the City Council.

Recommendation

The Planning and Building Safety Department requests that the Council: 1) approve an updated pre-approved list of consultants that provide environmental review services pursuant to California Environmental Quality Act guidelines (CEQA) and National Environmental Policy Act (NEPA) regulations to assist the City in the processing of entitlement projects; and 2) authorize the City Manager to execute Professional Services Agreements in an amount not to exceed \$200,000, in a form approved by the City Attorney, for developer reimbursed environmental review services pursuant to CEQA and NEPA regulations with consultants from the list of firms pre-approved by Council.

P:\Planning & Building Safety\Planning-Old\Consultant PIng Services\Environmental Consultants\Environmental Consultant Services.CC  
Report.1.18.11.doc

# Environmental/Planning Consultants Contact Information List

Updated Date: 1/4/11

- |   |   |
|---|---|
| <p>1. Craig Fajnor, Principal<br/><b><u>EcoTierra Consulting</u></b><br/>3520 Overland Avenue, Suite A10<br/>Los Angeles, CA 90034<br/>Direct: (213) 235-4771<br/>Main: (213) 235-4771<br/><a href="mailto:craig.@ecotierraconsulting.com">craig.@ecotierraconsulting.com</a></p>   | <p>8. Laura Stetson, AICP, Vice President<br/><b><u>Hogle-Ireland</u></b><br/>201 South Lake Avenue, Suite 308<br/>Pasadena, CA 91101<br/>Phone: (626) 356-4460 Ext. 23<br/>Fax: (626) 356-4464</p>   |
| <p>2. Terri Vitar, Regional Vice-President<br/>Ruta Thomas, Senior Group Manager, CEQA/NEPA<br/><b><u>EIP Associates (A Division of PBS&amp;J)</u></b><br/>12301 Wilshire Boulevard, Suite 430 <i>NAME CHANGE</i><br/>Los Angeles, CA 90025 <i>FROM: PBS+J</i><br/>Phone: (310) 268-8132 <i>TO: ATKINS NORTH</i><br/>Fax: (310) 268-8175 <i>AMERICA, INC.</i><br/><a href="mailto:RKThomas@pbsi.com">RKThomas@pbsi.com</a></p>  | <p>9. Al Warot, Vice President<br/><b><u>Willdan</u></b><br/>13191 Crossroads Parkway North, Suite 405<br/>Industry, CA 91746-3497<br/>Phone: (562) 908-6209<br/>Fax: (562) 695-2120<br/><a href="mailto:Awarot@willdan.com">Awarot@willdan.com</a></p>                                   |
| <p>3. Glenn LaJoie, AICP, Vice President, Planning/Environmental<br/>Collette Morse, AICP, Senior Associate<br/><b><u>RBF Consulting</u></b><br/>14725 Alton Parkway <i>NAME CHANGE</i><br/>Irvine, CA 92618-2027 <i>FROM: RBF</i><br/>Phone: (949) 472-3505/(949) 855-3653 <i>TO: MICHAEL BAKER</i><br/>Fax: (949) 837-4122 <i>INTERNATIONAL, INC.</i><br/><a href="mailto:gall@rbf.com">gall@rbf.com</a><br/><a href="mailto:cmorse@rbf.com">cmorse@rbf.com</a></p> | <p>10. Marie C. Campbell, Principal<br/><b><u>Sapphos Environmental, Inc.</u></b><br/>430 North Halstead Street<br/>Pasadena, CA 91107<br/>Phone: (626) 683-3547<br/>Fax: (626) 683-3548<br/><a href="mailto:MCambell@sapphosenvironmental.com">MCambell@sapphosenvironmental.com</a></p> |
| <p>4. Steve Svete, AICP, President<br/><b><u>Rincon Consultants, Inc.</u></b><br/>172 North Ashwood Avenue<br/>Ventura, CA 93003<br/>Phone: (805) 644-4455<br/>Fax: (805) 644-4240<br/><a href="mailto:svete@rinconconsultants.com">svete@rinconconsultants.com</a></p>   | <p>11. Chris Joseph, Principal<br/><b><u>CAJA Environmental Services, LLC</u></b><br/>11990 San Vicente Boulevard, Suite 200<br/>Los Angeles, CA 90049<br/>Phone: (310) 469-6700<br/>Fax: (310) 806-9801</p>  |
| <p>5. Tony Locacciato, AICP, Managing Principal<br/><b><u>Impact Sciences</u></b><br/>803 Camarillo Springs Road, Suite A<br/>Camarillo, CA 93012<br/>Phone: (805) 437-1900<br/>Fax: (805) 437-1901<br/><a href="mailto:tlocacciato@impactsociences.com">tlocacciato@impactsociences.com</a></p>  | <p>Alternate Office:<br/>Anne Doehne<br/><b><u>Impact Sciences</u></b><br/>234 East Colorado Boulevard, Suite 205<br/>Pasadena, CA 91101<br/>Phone: (626) 564-1500<br/>Fax: (626) 564-1501</p>  |
| <p>6. John Bridges, FAICP, Principal<br/><b><u>AECOM</u></b><br/>1420 Kettner Boulevard, Suite 500<br/>San Diego, CA 92101<br/>Phone: (619) 233-1454 Ext. 764-6898<br/>Fax: (619) 233-0952<br/><a href="mailto:john.bridges@aecom.com">john.bridges@aecom.com</a></p>   | <p><b><u>Traffic Consultant</u></b></p>   |
| <p>7. Jay Ziff, Principal, Director of Environ. Planning<br/><b><u>PCR Services Corporation</u></b> <i>Name Change -</i><br/>233 Wilshire Boulevard, Suite 130 <i>From: PCR</i><br/>Santa Monica, CA 90401 <i>To: Environmental</i><br/>Phone: (310) 451-4488 <i>Science Associates, Inc.</i><br/>Fax: (310) 451-5279</p>   | <p>Serine Ciandella, Senior Vice President<br/>Kimley-Horn and Associates, Inc.<br/>2100 W. Orangewood Avenue, Suite 140<br/>Orange, CA 92868<br/>Phone: (714) 939-1030<br/>Fax: (714) 938-9488</p>   |

**TITLE:**

Grant from the State Homeland Security Grant Program

**RECOMMENDATION:**

1. Authorize the acceptance of \$541,900 in grant funds from the 2019 State Homeland Security Grant Program and allow for amendments as outlined in Section V, subsection 503. Amendments of the Subrecipient Agreement with the County of Los Angeles;
2. Authorize the City Manager or designee to sign an agreement with the County of Los Angeles who will serve as the grant administrator for the grant;
3. Authorize the City Manager to sign the Amendments to the Professional Services Agreements with Michael T. Little dba Counter Risk, Inc., and Buffalo Computer Graphics; and
4. Approve additional appropriation to expense account 124-400-3202-3769.

**FISCAL IMPACT:**

The City of El Segundo has been allocated \$541,900 in the 2019 State Homeland Security Grant Program (SHSGP) funding, which is passed to the local area through Los Angeles County via a subrecipient agreement. While the grant does not provide up-front funding, municipalities submit reimbursement requests to the grant administrator (e.g., Los Angeles County) after expenditures are made and processed for payment. Approved requests are then reimbursed by the County of Los Angeles. If funds are not used from 2019 they will not be reallocated for use, thus, it's important to expend our full allocation and approve additional appropriation to expense account 124-400-3202-3769 in support of these projects.

Amount Budgeted: \$0

Additional Appropriation: Yes

Account Number(s): 124-300-3202-3769 (2019 HSGP Grant Revenue)  
124-400-3202-3769 (2019 HSGP Grant Expense)

**BACKGROUND:**

The State Homeland Security Grant Program (SHSGP) allocates funding to address the unique equipment, training, organizational and exercise needs of the subrecipient. A portion of this funding, which is passed to the local area through Los Angeles County via a subrecipient agreement has allocated funding to cover expenses associated with the 2019 projects. The City of El Segundo has been identified to be the fiduciary agent for the continued funding of a crisis management operating platform for numerous cities within the Los Angeles operational area as well as the Los Angeles Area Fire Chiefs

Regional Training Group Intelligence Chief. Additional funding has been allocated for training and response readiness equipment through this allocation.

**DISCUSSION:**

Staff recommends the acceptance of this grant and requests City Council authorize and approve additional appropriation to support the projects associated with this funding and further supports, develops the training and response readiness of Los Angeles area fire agencies for incidents of national significance.

In accordance with the City Council Policy regarding grant submissions:

1. The grant award is made by the U.S. Department of Homeland Security, through the Office of Grants and Training. The grant is administered by the County of Los Angeles.
2. The total amount being requested is: \$541,900
3. Matching Funds Cost-Share: N/A
4. Source of Matching Funds Cost Share: N/A
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 County of Los Angeles.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety & Preparedness

Objective A: The City of El Segundo is a safe and prepared community.

**PREPARED BY:** Carol Lynn Urner, MPA

**REVIEWED BY:** Chris Donovan, Fire Chief

**APPROVED BY:** Barbara Voss, Deputy City Manager



**ATTACHED SUPPORTING DOCUMENTS:**

1. Subrecipient Agreement with County of Los Angeles
2. Amendment to Agreement with Counter Risk
3. Amendment to Agreement with Buffalo Computer Graphics

***State Homeland Security Program  
Subrecipient Agreement  
Grant Year 2019***

***Between the  
County of Los Angeles  
and the  
City of El Segundo***

**SUBRECIPIENT AGREEMENT  
BETWEEN THE  
COUNTY OF LOS ANGELES  
AND THE  
CITY OF EL SEGUNDO**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the City of El Segundo, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number ) 97.067 – Homeland Security Grant Program directly to the California Governor’s Office of Emergency Services (Cal OES) for the 2019 SHSP, FAIN #EMW-2019-SS-00035, Federal Award dated September 26, 2019 with a performance period of September 1, 2019 to May 31, 2022. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, organization, exercise and planning needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2019 SHSP grant from Cal OES in the total amount of \$10,655,569.00; and

WHEREAS, the CEO now wishes to distribute 2019 SHSP grant funds to the Subrecipient in the amount of \$541,900.00, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on April 7, 2020 authorized the CEO to prepare and execute this Agreement.



NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of City of El Segundo, a public agency, having its principal office at 350 Main Street, El Segundo, CA 90245.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:
  - 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Craig Hirakawa, HSGP Grants Director  
Chief Executive Office, LAC  
500 West Temple Street, Room B-79-2  
Los Angeles, CA 90012  
Phone: (213) 974-1127  
Fax: (213) 687-3765  
chirakawa@ceo.lacounty.gov

Giles Quan  
Chief Executive Office, LAC  
500 West Temple Street, Room B-79-2  
Los Angeles, CA 90012  
Phone: (213) 974-2319  
Fax: (213) 687-3765  
gquan@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	Scott Mitnick, City Manager
Organizational DUNS Number	077-264679
Address:	350 Main Street
City/State/Zip:	El Segundo, CA 90245
Phone:	310-524-2301
FAX:	
Email:	smitnick@elsegundo.org

With a copy to:

Name and Title:	Carol Lynn Urner Senior Management Analyst
Address:	314 Main Street
City/State/Zip:	El Segundo, CA 90245
Phone:	310-524-2235
FAX:	310-414-0929
Email:	curner@elsegundo.org

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must 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 County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2019 to February 28, 2022, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

## §202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2019 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15<sup>th</sup>) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 CFR Part 200, to CEO no later than March 31<sup>st</sup> (fiscal year ending June 30) or June 30<sup>th</sup> (fiscal year ending September 30) of the year following the reporting period.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2019 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2019 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under 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 applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
  3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement 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.
- L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
  2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
  3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.
  4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

### SECTION III

#### PAYMENT

##### §301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$541,900.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2019 SHSP Grant Award Letter from Cal OES.

- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

For Training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES Feedback number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For Exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within sixty (60) days following completion of the exercise and submit proof of prior State approval of the AAR with the reimbursement request.

For Planning reimbursements, Subrecipient must include a copy of the final tangible product.

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.



2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

## SECTION IV

### STANDARD PROVISIONS

#### §401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

#### §402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is 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 remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

#### §403. 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.

#### §404. Breach

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 all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- 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.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non-renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <https://www.justice.gov/crt>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the

authorization contained in Government Code Sections 895.4 and 895.6 agree to 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 Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof 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.

§409. Conflict of Interest

A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" means:

- a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), 2 CFR Part 200 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its 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 Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for

any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's method of procurement, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For

purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Subrecipient must, as applicable, comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive

Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must, as applicable, comply, or has already complied, 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 purchases.

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.); (f) 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.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the



use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient must, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must, as applicable, comply with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient must, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the

award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient must, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

Title 2 CFR Part 200; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems

Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

1. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2019 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

To the extent Exhibit D conflicts with language or provisions contained in this Agreement, or contains more restrictive requirements under Federal and State law, Exhibit D shall control.

#### D. Noncompliance With Grant Requirements

Subrecipient understands that failure to comply with any of the above assurances and requirements, including Exhibit D, may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

#### §412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

#### §413. Inventions, Patents and Copyrights

##### A. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

## B. Rights to Use Inventions

As applicable, County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

## C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

## D. Rights to Data

The State and the County of Los Angeles will have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

## E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

## §414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must, as applicable, comply with California Family Code Section 5230 et seq.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

The County of Los Angeles may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment provided under this Agreement. Subrecipient further agrees that the default form of payment shall be Electronic Funds Transfer (EFT) or Direct Deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Subrecipient shall provide the A-C with electronic banking and related information for the Subrecipient and/or any other payee that the Subrecipient designates to receive payment pursuant to this Agreement at <https://directdeposit.lacounty.gov/>. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number or TIN, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or Direct Deposit shall supersede this requirement with respect to those payments. At any time during the duration of this Agreement, the Subrecipient may submit a written request for an exemption to this requirement and must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with CEO, shall decide whether to approve exemption requests.

## SECTION V

### DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

#### §501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

#### §502. Termination

This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County of Los Angeles, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Subrecipient specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

#### §503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

## SECTION VI

### ENTIRE AGREEMENT

#### §601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]



IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
FESIA A. DAVENPORT Date  
Chief Executive Officer

BY \_\_\_\_\_  
CELIA ZAVALA  
Executive Officer, Board of Supervisors

BY \_\_\_\_\_  
ARLENE BARRERA  
Auditor-Controller

APPROVED AS TO FORM

RODRIGO A. CASTRO-SILVA  
County Counsel

BY \_\_\_\_\_  
Deputy County Counsel

BY \_\_\_\_\_ Scott Mitnick \_\_\_\_\_  
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY \_\_\_\_\_ David H. King, A.C.A. \_\_\_\_\_  
City Attorney (Signature) (Print Name) Date

ATTEST

BY \_\_\_\_\_ Tracy Weaver \_\_\_\_\_  
City Clerk (Signature) (Print Name) Date

## EXHIBITS

- Exhibit A Certification and Disclosure Regarding Lobbying
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Drug-Free Workplace
- Exhibit D Certification of Grant Assurances
- Exhibit E Final Grant Award Letter and Project Worksheet
- Exhibit F 2019 Notice of Funding Opportunity
- Exhibit G Reimbursement Form and Instructions
- Exhibit H Review Instrument



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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# EXHIBIT A

Cal OES 2-232  
Approved by OMB 0348-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee  Tier, if known: _____  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  County of Los Angeles Chief Executive Office - HSGA 500 West Temple Street, Room B-79-2 Los Angeles, CA 90012  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> Department of Homeland Security	<b>7. Federal Program Name/Description:</b> Homeland Security Grant Program  CFDA Number, if applicable: <u>97.067</u>	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. a. Name and Address of Lobbying Entity</b> <small>(if individual, last name, first name, MI):          (attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>  N/A	<b>b. Individuals Performing Services</b> <small>(last name, first name, MI - include address if different from 10a)</small>  N/A	
<b>11. Amount of Payment (check all that apply) :</b> _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee                      N/A <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify:                      N/A  nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:</b> <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small> N/A		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352.</b> <small>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>		Signature: _____ Name: <u>Scott Mitnick</u> Title: <u>City Manager</u> Telephone: <u>310-524-2301</u> <small>(area code)</small> Date: _____
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction Standard Form – LLL</b>

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONCONTINUATION SHEET**

**Continuation of 10 a-b:** additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

**Continuation of 14:** (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction  
Standard Form – LLL-A





### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA  
**DRUG-FREE WORKPLACE CERTIFICATION**  
STD. 21

COMPANY/ORGANIZATION NAME:

The contractor or grant recipient named above hereby certifies compliance with *Government Code Section 8355* in matters relating to providing a drug-free workplace. The above-named contractor or recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or Recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Scott Mitnick

OFFICIAL'S NAME

DATE EXECUTED

Los Angeles

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

City Manager  
TITLE

FEDERAL I.D. NUMBER

## STATEMENT ON THE DRUG-FREE WORKPLACE

To comply with the enactment of Senate Bill 1120, (*Chapter 1170, Statutes of 1990*), which established the Drug-Free Workplace Act of 1990, the City of El Segundo  
*(your agency)*  
accordingly provides this statement of compliance.

In order to maintain funding eligibility, state agencies, along with those in receipt of grant and contractual awards, must certify that they provide drug-free workplaces and have issued drug-free workplace statements to their employees [*Section 8355(a) of the Government Code*]. Consequently, in accordance with this directive, this statement is issued to meet this requirement.

The City of El Segundo *(your agency)*, an agency within the State of California has adopted this statement in compliance with legislation which addresses issues to avoid the dangers arising from drug and alcohol abuse in the workplace. These dangers include death and injury to the employee, co-workers, or the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances. [*Section 8355(b)(1)*]

California law prohibits the unlawful manufacture, dispensation, possession, or illegal use of a controlled substance. That prohibition extends to all places and includes the worksite of California state employees. [*Section 8355(a)*]

Employees convicted of a violation of criminal drug statute, when the violation occurred at an employee's worksite, shall report the conviction to the granting and monitoring State agency upon conviction. [*Section 8356(a)(1)(2)*]

In the event of the unlawful manufacture, distribution, dispensation, possession or illegal use of a controlled substance at a State worksite, the State may take disciplinary action pursuant to the law and/or require the satisfactory completion of a drug abuse assistance or rehabilitation program. [*Section 8355(b)(4)*]

The Employee Assistance Program (EAP) provides drug problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all agency employees. Procedures exist to ensure the confidentiality of EAP records. Contact your personnel office for further information.

It is the intent of the City of El Segundo *(your agency)* to ensure by execution of this statement of compliance that each employee shall abide by the terms of this drug-free workplace statement. [*Section 8355(c)*]



## Standard Assurances For All Cal OES Federal Grant Programs

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**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) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) 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 (C.F.R.). 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; and
- (d) The official executing this agreement is, in fact, authorized to do so.



## Standard Assurances For All Cal OES Federal Grant Programs

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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 United States 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.



## Standard Assurances For All Cal OES Federal Grant Programs

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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 C.F.R. § 200.213 and codified in 2 C.F.R. 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, recipients, or subrecipients:

- (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:



## Standard Assurances For All Cal OES Federal Grant Programs

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- (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 dd—2), 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 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);
- (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;



## Standard Assurances For All Cal OES Federal Grant Programs

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- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, 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;





## Standard Assurances For All Cal OES Federal Grant Programs

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- (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 (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) 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 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) 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.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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.



## Standard Assurances For All Cal OES Federal Grant Programs

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### 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 C.F.R. § 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 §§ 3729-3733 which sets forth that no subrecipient, 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 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

### 13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



## Standard Assurances For All Cal OES Federal Grant Programs

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### 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:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) 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 at all times during the 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;
- (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;



## Standard Assurances For All Cal OES Federal Grant Programs

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- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) 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.); and
- (e) 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; and
- (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 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.



## Standard Assurances For All Cal OES Federal Grant Programs

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### **20. California Public Records Act and 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 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.

### **HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **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 for Civil Rights and Civil Liberties (CRCL) by e-mail at [CRCL@hq.dhs.gov](mailto: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 courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle 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 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.



## Standard Assurances For All Cal OES Federal Grant Programs

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### **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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

### **25. Copyright**

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

### **26. Duplication of Benefits**

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

### **27. 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.

### **28. 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.



## **Standard Assurances For All Cal OES Federal Grant Programs**

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### **29. 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.

### **30. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants 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.

### **31. Non-supplanting Requirement**

All recipients who receive federal financial assistance 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 recipients who receive federal financial assistance 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.



## Standard Assurances For All Cal OES Federal Grant Programs

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### **34. Terrorist Financing**

All recipients 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. Recipients are legally responsible to ensure compliance with the Order and laws.

### **35. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance 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 award terms and conditions.

### **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.

### **37. Use of DHS Seal, Logo, and Flags**

All recipients must obtain permission from their DHS 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.





## Standard Assurances For All Cal OES Federal Grant Programs

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### 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. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at:  
<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: \_\_\_\_\_ Complete next page

Signature of Authorized Agent: \_\_\_\_\_ Complete next page

Printed Name of Authorized Agent: \_\_\_\_\_ Complete next page

Title: \_\_\_\_\_ Complete next page      Date: \_\_\_\_\_ Complete next page

**EXHIBIT D**

**COUNTY OF LOS ANGELES**

**2019 CERTIFICATION OF GRANT ASSURANCES**

As the duly authorized representative of the Subrecipient, I hereby certify Subrecipient's complete acceptance of Exhibit D, and agreement to abide by all provisions, assurances, conditions and requirements of the Grant Assurances therein.

BY \_\_\_\_\_ Scott Mitnick, City Manager \_\_\_\_\_  
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY \_\_\_\_\_ David H. King, A.C.A. \_\_\_\_\_  
City Attorney (Signature) (Print Name) Date

ATTEST

BY \_\_\_\_\_ Tracy Weaver \_\_\_\_\_  
City Clerk (Signature) (Print Name) Date

GAVIN NEWSOM  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



September 26, 2019

Sachi A. Hamai  
Chief Executive Officer  
Los Angeles County  
500 West Temple Street, Room 713  
Los Angeles, CA 90012-0000

2019 OCT -3 PM 2:47  
CHIEF EXECUTIVE OFFICE  
RECEIVED

**SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**  
Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP)  
Subaward #2019-0035, Cal OES ID#037-00000  
Subaward Period of Performance: 09/01/2019-05/31/2022

Dear Ms. Hamai:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2019 HSGP subaward in the amount of \$10,655,569. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to 2 CFR §§ 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in Title 2, Code of Federal Regulations (CFR), Part 200, including the Notice of Funding Opportunities (NOFO), the Preparedness Grants Manual, California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8506 TELEPHONE (916) 845-8511 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

Sachi A. Hamai  
September 26, 2019  
Page 2 of 2

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency's Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Special Condition is placed on this subaward for any funds passed-through to any Los Angeles County governmental entity. Additional information specifying the conditions will be sent at a later time.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

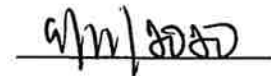


MARK S. GHILARDUCCI  
Director



~~Sachi A. Hamai~~  
Los Angeles County

Fesia A. Davenport, Acting CEO



Date

City of El Segundo  
2019 SHSP Projects

Project #	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
014	El Segundo EMG Crisis Management Software	HSGP-SHSP	EMG	Equipment	\$ 300,000
018	US&R Equipment	HSGP-SHSP	FS	Equipment	\$ 12,720
021	US&R Training	HSGP-SHSP	FS	Training	\$ 9,180
035	El Segundo, Santa Fe Springs, and Long Beach RTG Personnel Costs	HSGP-SHSP	FS	Organization	\$ 220,000

**Totals \$ 541,900**

Project #	Equipment Description & (Quantity)	AEL #	AEL Title	SAFECOM Consult	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Part of a Procurement over \$150K	Sole Source Involved	Hold Trigger	Budgeted Cost
014.00	Crisis Management software for LA Operational area municipalities and stakeholder agencies. The intent is to standardize LA County operational area with one software platform that may be used uniquely and individually at the municipal and agency level but may also exchange and share information across jurisdictions and agencies.	04AP-05-CDSS	Systems and Tools, ICS	N/A	HSGP-SHSP	EMG	Information Technology	Deployable	Yes	No	No Hold Indicated	\$ 300,000
018.10	LAAFCA / EL SEGUNDO - US&R Funding to support the 21 Identified "typed" teams in the region. EQ - Harnesses and Ropes.	03OE-05-HARN; 03OE-05-ROPE; 03OE-05-ROPS	Harnesses, Life Safety/Rappelling; Rope, Life Safety/ Software, Rope, Life Safety	N/A	HSGP-SHSP	FS	CBRNE Search and Rescue Equipment	Deployable	No	No	No Hold Indicated	\$ 12,720

City of El Segundo  
2019 SHSP Projects

Project #	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Certification on File	Detail	Budgeted Cost
35.12	RTG Personnel Costs, hosted by specific Fire Agencies: RTG Intelligence position @ El Segundo Fire	HSGP-SHSP	FS	Equip/Resource/Project Mgt	Staff	No	Staffing	\$ 220,000

Project #	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	EHP Approval Date	Part of a Procurement over \$150K	Sole Source Involved	Budgeted Cost
021.14	LAAFCA / EL SEGUNDO - US&R Funding to support the 21 Identified "typed" teams in the region.	HSGP-SHSP	FS	Staff Expenses	OT/Backfill		Field-Based Attendee	8	El Segundo	N/A	No	No	\$ 9,180

**The Department of Homeland Security (DHS)  
Notice of Funding Opportunity (NOFO)  
Fiscal Year 2019 Homeland Security Grant Program (HSGP)**

**NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>.**

**A. Program Description**

**Issued By**

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

**Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number)**  
97.067

**Assistance Listings Title (formerly CFDA Title)**  
Homeland Security Grant Program

**Notice of Funding Opportunity Title**

Homeland Security Grant Program

- State Homeland Security Program
- Urban Area Security Initiative
- Operation Stonegarden

**NOFO Number**

DHS-19-GPD-067-00-02

**Authorizing Authority for Program**

Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended)  
(6 U.S.C. § 603)

**Appropriation Authority for Program**

*Department of Homeland Security Appropriations Act, 2019* (Pub. L. No. 116-6)

**Program Type**

New

**Program Overview, Objectives and Priorities**

## Overview

One of the core missions of DHS/FEMA is to enhance the ability of state, territory, local, and tribal governments to prevent, protect against, respond to, and recover from terrorist attacks and other disasters. DHS/FEMA's comprehensive suite of grant programs are an important part of the Administration's larger, coordinated effort to strengthen homeland security preparedness. The Homeland Security Grant Program (HSGP) is one tool among a comprehensive set of initiatives authorized by Congress and implemented by the Administration to help strengthen the Nation against risks associated with potential terrorist attacks.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The HSGP supports the goal of *Readying the Nation for Catastrophic Disasters*. We invite all our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation.

## Objectives

Within this broader construct, the objective of the FY 2019 HSGP is to provide funds to eligible entities to support state, local, tribal, and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

**State Homeland Security Program (SHSP):** The SHSP supports state, local, tribal, and territorial preparedness activities that address high priority preparedness gaps across all core capabilities that support terrorism preparedness.

**Urban Area Security Initiative (UASI):** The UASI Program assists high-threat, high-density Urban Areas in efforts to build, sustain, and deliver the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism.

**Operation Stonegarden (OPSG):** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada as well as states and territories with international water borders.

## Performance Metrics

Performance metrics for this program are as follows:

SHSP and UASI:

- Percent improvement in Stakeholder Preparedness Review (SPR) capabilities against Threat and Hazard Identification and Risk Assessment (THIRA) targets; and
- Percent of states and territories with a Threat and Hazard Identification and Risk Assessment (THIRA) and SPR that meet current DHS/FEMA guidance.

OPSG:



- Percent of funding that provides intelligence-based operational support; and
- Percent of funding that provides force multiplier activities across two or more state, local, or tribal law enforcement agencies.

For purposes of the SHSP and UASI program, DHS/FEMA requires states, territories, and high-risk urban areas to complete a THIRA/SPR and to prioritize grant funding to support closing capability gaps or sustaining capabilities identified in this process. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at <https://www.fema.gov/national-preparedness-system>.

**Priorities**

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (the Goal) of a secure and resilient nation. This analysis provides a perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern. DHS/FEMA have identified the following as national priority areas:

- Emerging Threats, including Cybersecurity
- Lifelines (more information found in this [fact sheet](#) and [toolkit](#))
  - Safety and Security
  - Food, Water, Sheltering
  - Health and Medical
  - Energy
  - Communications
  - Transportation
  - Hazardous Material

In addition to addressing gaps identified by SPRs, recipients should consider funding projects that address the above priorities of DHS/FEMA.

**B. Federal Award Information**

**Award Amounts, Important Dates, and Extensions**

**Available Funding for the HSGP NOFO:      \$1,095,000,000**

<b>HSGP Programs</b>	<b>FY 2019 Allocation</b>
State Homeland Security Program	\$415,000,000
Urban Area Security Initiative	\$590,000,000
Operation Stonegarden	\$90,000,000
<b>Total</b>	<b>\$1,095,000,000</b>

## FY 2019 SHSP ALLOCATIONS

State/Territory	FY 2019 Allocation	State/Territory	FY 2019 Allocation
Alabama	\$4,077,500	Montana	\$4,077,500
Alaska	\$4,077,500	Nebraska	\$4,077,500
American Samoa	\$1,000,000	Nevada	\$4,077,500
Arizona	\$4,077,500	New Hampshire	\$4,077,500
Arkansas	\$4,077,500	New Jersey	\$8,000,000
California	\$62,011,000	New Mexico	\$4,077,500
Colorado	\$4,077,500	New York	\$76,930,000
Connecticut	\$4,077,500	North Carolina	\$5,750,000
Delaware	\$4,077,500	North Dakota	\$4,077,500
District of Columbia	\$5,750,000	Northern Mariana	\$1,000,000
Florida	\$10,566,000	Ohio	\$7,000,000
Georgia	\$5,750,000	Oklahoma	\$4,077,500
Guam	\$1,000,000	Oregon	\$4,077,500
Hawaii	\$4,077,500	Pennsylvania	\$9,200,000
Idaho	\$4,077,500	Puerto Rico	\$4,077,500
Illinois	\$15,712,000	Rhode Island	\$4,077,500
Indiana	\$4,077,500	South Carolina	\$4,077,500
Iowa	\$4,077,500	South Dakota	\$4,077,500
Kansas	\$4,077,500	Tennessee	\$4,077,500
Kentucky	\$4,077,500	Texas	\$20,591,000
Louisiana	\$4,077,500	U.S. Virgin Islands	\$1,000,000
Maine	\$4,077,500	Utah	\$4,077,500
Maryland	\$8,000,000	Vermont	\$4,077,500
Massachusetts	\$7,000,000	Virginia	\$9,200,000
Michigan	\$5,750,000	Washington	\$7,000,000
Minnesota	\$4,077,500	West Virginia	\$4,077,500
Mississippi	\$4,077,500	Wisconsin	\$4,077,500
Missouri	\$4,077,500	Wyoming	\$4,077,500
<b>Total</b>			<b>\$415,000,000</b>

## FY 2019 UASI ALLOCATIONS

State/Territory	Funded Urban Area	FY 2019 UASI Allocation
Arizona	Phoenix Area	\$4,000,000
California	Anaheim/Santa Ana Area	\$5,000,000
	Bay Area	\$27,500,000
	Los Angeles/Long Beach Area	\$68,000,000
	Riverside Area	\$3,250,000
	Sacramento Area	\$3,250,000
	San Diego Area	\$16,900,000
Colorado	Denver Area	\$3,250,000
District of Columbia	National Capital Region	\$52,750,000
Florida	Miami/Fort Lauderdale Area	\$7,000,000
	Orlando Area	\$3,250,000
	Tampa Area	\$3,250,000
Georgia	Atlanta Area	\$6,000,000
Hawaii	Honolulu Area	\$3,250,000
Illinois	Chicago Area	\$68,000,000
Maryland	Baltimore Area	\$4,000,000
Massachusetts	Boston Area	\$16,900,000
Michigan	Detroit Area	\$5,000,000
Minnesota	Twin Cities Area	\$5,000,000
Missouri	St. Louis Area	\$3,250,000
Nevada	Las Vegas Area	\$5,000,000
New Jersey	Jersey City/Newark Area	\$20,050,000
New York	New York City Area	\$178,750,000
Oregon	Portland Area	\$3,250,000
Pennsylvania	Philadelphia Area	\$16,900,000
	Pittsburgh Area	\$3,250,000
Texas	Dallas/Fort Worth/Arlington Area	\$16,900,000
	Houston Area	\$24,600,000
	San Antonio Area	\$3,250,000
Virginia	Hampton Roads Area	\$3,250,000
Washington	Seattle Area	\$6,000,000
<b>Total</b>		<b>\$590,000,000</b>

**Period of Performance:** 36 months

Extensions to the Period of Performance (PoP) are allowed. For additional information on PoP extensions, refer to the [Preparedness Grants Manual](#).

**Projected Period of Performance Start Date:** September 1, 2019

**Projected Period of Performance End Date:** August 31, 2022

**Funding Instrument:** Grant

### **C. Eligibility Information**

#### **Eligible Applicants**

The State Administrative Agency (SAA) is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes under the SHSP and OPSG through the SAA.

#### **Eligibility Criteria**

Eligible high-risk urban areas for the FY 2019 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

Eligible subrecipients under FY 2019 OPSG are local units of government at the county level or equivalent level of government and federally-recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

Under FY 2019 OPSG, subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. Tier 2 and Tier 3 eligible subrecipients may be eligible to receive funding based on border security risk as determined by the USBP.

#### **Other Eligibility Criteria**

##### **National Incident Management System (NIMS) Implementation**

Prior to allocation of any federal preparedness awards in FY 2019, recipients must ensure and maintain adoption and implementation of NIMS. Detailed information on NIMS requirements are in the [Preparedness Grants Manual](#).

##### **Emergency Management Assistance Compact (EMAC) Membership**

In support of the Goal, recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2019 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the mitigation mission area of the Goal, and fusion centers.

**Law Enforcement Terrorism Prevention Activities (LETPA)**

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP’s authorizing statute are used for law enforcement terrorism prevention activities. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation is in addition to the 80 percent pass through requirement to local units of government and tribes, referenced below.

**FY 2019 LETPA Allocations**

State/Territory	Funded Urban Area(s)	UASI Allocation	Total UASI Allocation	SHSP Allocation	Total Allocation by State	LETPA
Alabama				\$4,077,500	\$4,077,500	\$1,019,375
Alaska				\$4,077,500	\$4,077,500	\$1,019,375
American Samoa				\$1,000,000	\$1,000,000	\$250,000
Arizona	Phoenix Area	\$4,000,000	\$4,000,000	\$4,077,500	\$8,077,500	\$2,019,375
Arkansas				\$4,077,500	\$4,077,500	\$1,019,375
California	Anaheim/Santa Ana Area	\$5,000,000	\$123,900,000	\$62,011,000	\$185,911,000	\$46,477,750
	Bay Area	\$27,500,000				
	Los Angeles/Long Beach Area	\$68,000,000				
	Riverside Area	\$3,250,000				
	Sacramento Area	\$3,250,000				
	San Diego Area	\$16,900,000				
Colorado	Denver Area	\$3,250,000	\$3,250,000	\$4,077,500	\$7,327,500	\$1,831,875
Connecticut				\$4,077,500	\$4,077,500	\$1,019,375
Delaware				\$4,077,500	\$4,077,500	\$1,019,375
District of Columbia	National Capital Region	\$52,750,000	\$52,750,000	\$5,750,000	\$58,500,000	\$14,625,000
Florida	Miami/Fort Lauderdale Area	\$7,000,000	\$13,500,000	\$10,566,000	\$24,066,000	\$6,016,500
	Orlando Area	\$3,250,000				
	Tampa Area	\$3,250,000				

State/Territory	Funded Urban Area(s)	UASI Allocation	Total UASI Allocation	SHSP Allocation	Total Allocation by State	LETPA
Georgia	Atlanta Area	\$6,000,000	\$6,000,000	\$5,750,000	\$11,750,000	\$2,937,500
Guam				\$1,000,000	\$1,000,000	\$250,000
Hawaii	Honolulu Area	\$3,250,000	\$3,250,000	\$4,077,500	\$7,327,500	\$1,831,875
Idaho				\$4,077,500	\$4,077,500	\$1,019,375
Illinois	Chicago Area	\$68,000,000	\$68,000,000	\$15,712,000	\$83,712,000	\$20,928,000
Indiana				\$4,077,500	\$4,077,500	\$1,019,375
Iowa				\$4,077,500	\$4,077,500	\$1,019,375
Kansas				\$4,077,500	\$4,077,500	\$1,019,375
Kentucky				\$4,077,500	\$4,077,500	\$1,019,375
Louisiana				\$4,077,500	\$4,077,500	\$1,019,375
Maine				\$4,077,500	\$4,077,500	\$1,019,375
Maryland	Baltimore Area	\$4,000,000	\$4,000,000	\$8,000,000	\$12,000,000	\$3,000,000
Massachusetts	Boston Area	\$16,900,000	\$16,900,000	\$7,000,000	\$23,900,000	\$5,975,000
Michigan	Detroit Area	\$5,000,000	\$5,000,000	\$5,750,000	\$10,750,000	\$2,687,500
Minnesota	Twin Cities Area	\$5,000,000	\$5,000,000	\$4,077,500	\$9,077,500	\$2,269,375
Mississippi				\$4,077,500	\$4,077,500	\$1,019,375
Missouri	St. Louis Area	\$3,250,000	\$3,250,000	\$4,077,500	\$7,327,500	\$1,831,875
Montana				\$4,077,500	\$4,077,500	\$1,019,375
Nebraska				\$4,077,500	\$4,077,500	\$1,019,375
Nevada	Las Vegas Area	\$5,000,000	\$5,000,000	\$4,077,500	\$9,077,500	\$2,269,375
New Hampshire				\$4,077,500	\$4,077,500	\$1,019,375
New Jersey	Jersey City/Newark Area	\$20,050,000	\$20,050,000	\$8,000,000	\$28,050,000	\$7,012,500
New Mexico				\$4,077,500	\$4,077,500	\$1,019,375
New York	New York City Area	\$178,750,000	\$178,750,000	\$76,930,000	\$255,680,000	\$63,920,000
North Carolina				\$5,750,000	\$5,750,000	\$1,437,500
North Dakota				\$4,077,500	\$4,077,500	\$1,019,375
Northern Mariana Islands				\$1,000,000	\$1,000,000	\$250,000
Ohio				\$7,000,000	\$7,000,000	\$1,750,000
Oklahoma				\$4,077,500	\$4,077,500	\$1,019,375
Oregon	Portland Area	\$3,250,000	\$3,250,000	\$4,077,500	\$7,327,500	\$1,831,875
Pennsylvania	Philadelphia Area	\$16,900,000	\$20,150,000	\$9,200,000	\$29,350,000	\$7,337,500
	Pittsburgh Area	\$3,250,000				
Puerto Rico				\$4,077,500	\$4,077,500	\$1,019,375
Rhode Island				\$4,077,500	\$4,077,500	\$1,019,375
South Carolina				\$4,077,500	\$4,077,500	\$1,019,375
South Dakota				\$4,077,500	\$4,077,500	\$1,019,375
Tennessee				\$4,077,500	\$4,077,500	\$1,019,375
Texas	Dallas/Fort Worth/Arlington Area	\$16,900,000	\$44,750,000	\$20,591,000	\$65,341,000	\$16,335,250
	Houston Area	\$24,600,000				

State/Territory	Funded Urban Area(s)	UASI Allocation	Total UASI Allocation	SHSP Allocation	Total Allocation by State	LETPA
	San Antonio Area	\$3,250,000				
U.S. Virgin Islands				\$1,000,000	\$1,000,000	\$250,000
Utah				\$4,077,500	\$4,077,500	\$1,019,375
Vermont				\$4,077,500	\$4,077,500	\$1,019,375
Virginia	Hampton Roads Area	\$3,250,000	\$3,250,000	\$9,200,000	\$12,450,000	\$3,112,500
Washington	Seattle Area	\$6,000,000	\$6,000,000	\$7,000,000	\$13,000,000	\$3,250,000
West Virginia				\$4,077,500	\$4,077,500	\$1,019,375
Wisconsin				\$4,077,500	\$4,077,500	\$1,019,375
Wyoming				\$4,077,500	\$4,077,500	\$1,019,375
<b>Total</b>		<b>\$590,000,000</b>	<b>\$590,000,000</b>	<b>\$415,000,000</b>	<b>\$1,005,000,000</b>	<b>\$251,250,000</b>

The National Prevention Framework describes those activities that should be executed upon the discovery of intelligence or information regarding an imminent threat to the homeland, to thwart an initial or follow-on terrorist attack and provides guidance to ensure the Nation is prepared to prevent, avoid, or stop a threatened or actual act of terrorism. Activities outlined in the National Prevention Framework are eligible for use as LETPA-focused funds. Also, where capabilities are shared with the protection mission area, the National Protection Framework activities are also eligible. Other terrorism prevention activities proposed for funding under LETPA must be approved by the FEMA Administrator.

#### **Cost Share or Match**

There is no cost share or match requirement for the FY 2019 HSGP.

#### **D. Application and Submission Information**

##### **Key Dates and Times**

**Date Posted to Grants.gov:**

**April 12, 2019**

**Application Submission Deadline:**

**May 29, 2019 at 5:00 p.m. ET**

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of the full application. **DHS/FEMA will not review applications that are received after the deadline or consider them for funding.** DHS/FEMA may, however, extend the application deadline on request for an applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances.

**Applicants experiencing technical issues must notify the FEMA Headquarters (HQ) Program Analyst prior to the application deadline.** If applicants do not know their FEMA HQ Program Analyst or if there are programmatic questions or concerns, please contact the

Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov), Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

**Anticipated Funding Selection Date:** August 2, 2019

**Anticipated Award Date:** No later than September 30, 2019

#### Other Key Dates

Event	Suggested Deadline For Completion
Obtain DUNS Number	May 1, 2019
Obtain a valid Employer Identification Number (EIN)	May 1, 2019
Update SAM registration	May 1, 2019
Submit the initial application in Grants.gov	May 22, 2019
Submit the final application in ND Grants	May 29, 2019, No later than 5:00 p.m. ET

#### Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

#### Address to Request Application Package

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

#### Content and Form of Application Submission

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

#### Electronic Delivery

DHS/FEMA is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS/FEMA requires applicants to submit their initial applications online through [Grants.gov](#) and to submit final applications through [ND Grants](#).

#### How to Register to Apply through [Grants.gov](#)

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

#### How to Submit an Initial Application to DHS/FEMA via [Grants.gov](#)

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

#### Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the Authorized Organizational Representative (AOR) role who submitted the application will also receive an acknowledgement of receipt, a tracking number (GRANTXXXXXXXXX) from Grants.gov, and an Agency Tracking



Number (EMX-2019-XX-XXXX) with the successful transmission of the initial application. This notification does **not** serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. All applications must be received in ND Grants by 5:00 p.m. ET on May 29, 2019. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

### **Submitting the Final Application in Non-Disaster Grants System (ND Grants)**

After submitting the initial application in [Grants.gov](https://www.grants.gov), eligible applicants will be notified by DHS/FEMA and asked to proceed with submitting their complete application package in [ND Grants](https://www.ndgrants.gov). Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement but no later than **seven days before the application deadline**. Early registration will allow applicants to have adequate time to start and complete their application.

In [ND Grants](https://www.ndgrants.gov) applicants will be prompted to submit all of the information contained in the following forms. Applicants should review these forms before applying to ensure they have all the information required:

- Standard Form 424A, Budget Information (Non-construction);
- Standard Form 424B, Standard Assurances (Non-construction); and
- Standard Form LLL, Disclosure of Lobbying Activities.

In addition, applicants must submit copies of the following in [ND Grants](https://www.ndgrants.gov):

- Investment Justification (the Investment Justification Template may be found in the Related Documents Tab of the [Grants.gov](https://www.grants.gov) posting and used as a preparation tool; responses to questions in the Template are entered into the GRT);
- List of Urban Area Working Group (UAWG) and Senior Advisory Committee (SAC) members;
- SAC charter;
- UAWG charter; and
- Indirect Cost Agreement, if requesting indirect costs. If there is no current indirect cost agreement, then the applicant must contact the Federal Cognizant Agency to negotiate a rate and notify the relevant HQ Program Analyst or Grants Management Specialist.

Applicants must submit copies of the following in ND Grants if applying for construction projects. The forms may be accessed in the Forms tab under SF-424 Family on [Grants.gov](https://www.grants.gov):

- Standard Form 424C, Budget Information (Construction); and
- Standard Form 424D, Standard Assurances (Construction).

Applicants needing assistance registering for the ND Grants system should contact [ndgrants@fema.gov](mailto:ndgrants@fema.gov) or (800) 865-4076.

## HSGP Specific Application Instructions

### Development of the Investment Justification (SHSP and UASI)

As part of the FY 2019 HSGP application process for SHSP and UASI funds, applicants must develop formal investment justifications (IJs) that address the proposed investments.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness;
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process; and
- Engage and/or impact the whole community, including children, older adults, pregnant women, and individuals with limited English proficiency, individuals with disabilities and others with access and functional needs, and ensure the protection of civil rights in the building, sustainment, and delivery of core capabilities.

Each IJ must *explain* how the proposed investments will support the applicant's efforts to:

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

### Development of Investments and Projects (SHSP)

- Applicants must propose at least two and may include up to ten investments.
- Within each investment in their IJ, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Any projects funded with SHSP funds that are not included in the application must subsequently be included in the first Biannual Strategy Implementation Report (BSIR). For further information on the BSIR, see the [Preparedness Grants Manual](#).
- Of the proposed SHSP-funded investments, one single investment must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center investment prior to submission. See additional information on how to develop fusion center investments below.
- Of the proposed SHSP-funded investments, as introduced in FY 2018, at least one investment must be in support of the state or territory's cybersecurity efforts. Consistent with the terms of this NOFO and the Preparedness Grants Manual, Recipients and subrecipients must ensure SHSP funds for cybersecurity projects achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism. Such projects may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. Recipients and subrecipients of FY 2019 grant awards will be required to complete the 2019 [Nationwide Cybersecurity Review \(NCSR\)](#), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information

Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2019 NCSR will be open from October – December 2019. Although this is only a requirement for recipients and subrecipients of FY 2019 SHSP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the 2019 NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

- The name of the cybersecurity IJ must include the word “Cybersecurity” to easily identify the required cybersecurity investment.
- All emergency communications investments must describe how such activities align with their Statewide Communication Interoperable Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, and whether the project activities are shareable and deployable.

#### **Development of Investments and Projects (UASI)**

- Applicants must propose at least two and may include up to ten investments.
- Within each investment in their IJ, Urban Areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted. Any projects funded with UASI funds that are not included in the application must subsequently be included in the first BSIR. For further information on the BSIR, see the [Preparedness Grants Manual](#).
- Of the proposed 10 investments, Urban Areas are required to propose one single investment in support of a designated fusion center within the Urban Area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center investment prior to submission. See additional information on how to develop fusion center investments below.
- Of the proposed UASI-funded investments, at least one investment must be in support of the urban area’s cybersecurity efforts. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to

achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2019 grant awards will be required to complete the 2019 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2019 NCSR will be open from October – December 2019. Although this is only a requirement for recipients and subrecipients of FY 2019 UASI funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the 2019 NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

- If UASI funds are used by the state in support of the Urban Area, the SAA must, as part of the list of proposed investments, describe how those funds will directly support the Urban Area.
- All emergency communications investments must describe how such activities align to the SCIP. Recipients must coordinate with the SWIC and/or SIGB when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. Applicants that completed the THIRA/SPR in 2018 should refer to that assessment to identify gaps and sustainment needs related to Response, Recovery, and cross-cutting capabilities. They should refer to their 2017 THIRA/SPR for gaps and sustainment needs related to the other core capabilities. Applicants that did not complete the THIRA/SPR in 2018 should refer to their most recent THIRA/SPR.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, and whether the project activities are shareable and deployable.

#### **Development of Fusion Center Investments (SHSP and UASI)**

If applicable, each IJ must include and identify a fusion center investment that will:

- Indicate alignment to a designated Fusion Center.
- Provide both a brief narrative description and funding itemization of the project activities relating to the proposed resources that directly support the designated Fusion Center. This descriptive narrative should align with both the financial itemization and improvement or sustainment of performance measures because of receiving the proposed funding. If the project description and funding itemization do not directly support the fusion center and the relationship to the fusion center is not identified, then the

investment may be conditionally approved until a Fusion Center Addendum is submitted and approved. Note: A sample project description and funding itemization are below.

- Identify the expected improvement or sustainment of performance measures because of receiving the proposed funding for the itemized projects.
- Effectively address performance measures identified in each fusion center’s individual assessment data found in the HSIN-Intel Fusion Center Profile. A list of the 2019 Performance Measures can be found in the Preparedness Grants Manual.

***Sample Fusion Center Project Description***

The following is an example of a sample fusion center project description that could be included in a SHSP or UASI investment:

*The X Fusion enhancement project will fund salaries, benefits, and training for X number of Fusion Center intelligence analysts, maintenance and support for the center's enabling systems, travel costs associated with training, and the replacement of X computer monitors within the Fusion Center. The project will directly sustain the Center’s achieved abilities and work to close the gap of any current capabilities through the sustained funding of its current analytical staff and enabling systems. This project directly aligns with performance measures 2019.1-2019.23. We anticipate seeing an improvement of the quality and quantity of reporting as a direct result of the funding of this project.*

***Sample Fusion Center Funding Itemization***

The funding itemization for a fusion center investment should include the amount and percent of each relevant solution area. As an example:

<b><i>Solution Area and Amount of Proposed Funding</i></b>	<b><i>Percent of Proposed Funding</i></b>
<i>Planning: \$10,000.00</i>	<i>2%</i>
<i>Organization: \$200,000</i>	<i>48%</i>
<i>Equipment: \$200,000</i>	<i>48%</i>
<i>Training: \$10,000</i>	<i>2%</i>
<i>Exercises: \$0</i>	<i>0%</i>
<b><i>Total: \$420,000</i></b>	<b><i>100%</i></b>

**Completing IJs in the Grant Reporting Tool (GRT) (SHSP and UASI)**

In the Related Documents section of the Grants.gov posting, applicants can find the IJ template and instructions for collecting the required information for investments and projects. Additionally, applicants should utilize the Project Worksheet located in Grants.gov posting to assemble the information required for each project, which will facilitate the input of that information into the GRT.

**Development of Concept of Operations for OPSG**

As part of the FY 2019 OPSG application process, each eligible local unit of government at the county or federally-recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a

specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary. CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector. Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications.

### **Intergovernmental Review**

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372. See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2017/11/SPOC-Feb.-2018.pdf>.

### **Funding Restrictions**

Federal funds made available through this award may be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. See the Preparedness Grants Manual for more information on funding restrictions.

### **Environmental Planning and Historic Preservation (EHP) Compliance**

See the Preparedness Grants Manual for information on EHP Compliance.

### **Emergency Communications Investments**

If an entity uses HSGP funding to support emergency communications investments, the following requirements shall apply to all such grant-funded communications investments in support of the emergency communications priorities and recognized best practices:

- Applicants must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts when developing proposals.
- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the

- time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.
  - By the period of performance end date, all states and territories must update their SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required) and must submit an After Action Report/Improvement Plan (AAR/IP) to the Homeland Security Exercise and Evaluation Program's (HSEEP) electronic message inbox at [hseep@fema.gov](mailto:hseep@fema.gov) within 90 days of exercise completion. Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government. States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the Preparedness Grants Manual.

### **Funds Transfer Restriction**

The recipient is prohibited from transferring funds between programs (includes the SHSP, the UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., the SHSP and UASI), however, recipients are not allowed to divert funding from one program to another due to the risk-based funding allocations, which were made at the

discretion of DHS/FEMA.

### **Pre-Award Costs**

Pre-award costs are allowable only with the prior written approval of DHS/FEMA and as included in the award agreement. To request pre-award costs, a written request must be included with the application, signed by the Authorized Representative of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

### **Cost Principles**

Costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. For more information on 2 C.F.R. Part 200, please refer to FEMA GPD Information Bulletin 400, *FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Super Circular” or “Omni Circular”).

### **Direct Costs**

#### **Planning**

Planning costs are allowed under this program.

#### **Organization**

Organization costs are allowed under this program.

#### **Equipment**

Equipment costs are allowed under this program.

#### **Training**

Training costs are allowed under this program.

#### **Exercises**

Exercise costs are allowed under this program.

#### **Personnel**

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Under OPSG, overtime costs are allowable only in so far as they meet the intent of the program. All recipients and subrecipients of HSGP funds, including SHSP, UASI, and OPSG allocations, may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap, please see FEMA Information Bulletin (IB) 421, Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

#### **Operational Overtime**

Operational Overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA.

#### **Travel**



Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA.

### **Construction and Renovation**

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the EHP approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit Standard Form 424C.

### **Maintenance and Sustainment**

Maintenance and Sustainment related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants Policy (<http://www.fema.gov/media-library/assets/documents/32474>).

### **Management and Administration (M&A) Costs**

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to 5 percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to 5 percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and

administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

#### SAA 1:

SHSP: \$1,000,000

OPSG: \$2,500,000

UASI: \$2,500,000

M&A Maximum: \$300,000 (5 percent of \$6,000,000)

Maximum M&A for SHSP = \$50,000

Maximum M&A for OPSG = \$125,000. Of that amount, \$62,500 (2.5 percent) may be retained from the OPSG allocation, and the other \$62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$50,000 available to manage the SHSP allocation.

SAA 2:

SHSP: \$3,500,000

OPSG: \$1,000,000

M&A Maximum: \$225,000 (5 percent of \$4,500,000)

Maximum M&A for SHSP: \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

Please note, Information Bulletin (IB) 365: Management and Administration Costs in the Homeland Security and DHS/FEMA Policy 207-087-1, which can be found at <http://www.fema.gov/library/viewRecord.do?id=7837>, **do not apply to awards made in FY 2019 under this NOFO.** The IB and Policy remain in effect for all previous awards.

**Critical Emergency Supplies**

Critical emergency supplies are allowed under this program.

**Secure Identification**

Secure Identification costs are allowed under this program.

**Indirect (Facilities & Administrative [F&A]) Costs**

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. Except for recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application and must be provided to DHS/FEMA before indirect costs are charged to the award.

**General Purpose Equipment**

HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the Emergency Management Assistance Compact (EMAC)<sup>1</sup> and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general purpose equipment may include:

- Law enforcement vehicles;

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<sup>1</sup> Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical, biological, radiological, nuclear, and explosives (CBRNE) response; and
- Office equipment for staff<sup>2</sup> engaged in homeland security program activity.

Equipment allowability is based on the Authorized Equipment List (AEL) but exceptions may be considered on a case-by-case basis if (1) the equipment identified to be purchased directly maps to a core capability contained within the Goal, and (2) the equipment’s purpose (when operational) falls under the permitted use of funds in accordance with 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

**Allowable Cost Matrix**

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*).

This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ GPD Program Analyst. For additional information on allowable costs, see the Preparedness Grants Manual.

Allowable Program Activities	SHSP	UASI	OPSG
<b>Allowable Planning Costs</b>			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	Y	N
Materials required to conduct planning activities	Y	Y	N
Travel/per diem related to planning activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of WHTI-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N

<sup>2</sup> This applies to all homeland security personnel and is not limited to management and administration staff, and costs are to be captured outside the cap on management and administration costs.

<b>Allowable Organizational Activities</b>			
<b>Note:</b> Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	v	v	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	v	v	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	N
<b>Allowable Equipment Categories</b>			
Personal Protective Equipment	Y	Y	Y
<b>Allowable Equipment Categories</b>			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle rentals	N	N	Y
Other Authorized Equipment	Y	Y	Y
<b>Allowable Training Costs</b>			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	Y

Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils in conducting training exercises	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
<b>Allowable Exercise Related Costs</b>			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
<b>Allowable Exercise Related Costs</b>			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
<b>Allowable Management &amp; Administrative Costs</b>			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	N
Recurring expenses such as those associated with cell phones and faxes during the PoP of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the PoP of the grant program	Y	Y	N
<b>Law Enforcement Terrorism Prevention Activities (LETPA) Costs</b>			
Maturation and enhancement of designated state and major Urban Area fusion centers	Y	Y	N
Coordination between fusion centers and other analytical and investigative efforts	Y	Y	N
Implementation and maintenance of the Nationwide SAR Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	Y	N

**E. Application Review Information**

## **Allocations**

### **Risk Methodology**

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the Preparedness Grants Manual for additional information on risk methodology.

NOTE: The THIRA/SPR process is separate from the risk methodology, and its results do not affect grant allocations.

### **SHSP Allocations**

FY 2019 SHSP funds will be allocated based on two factors: minimum amounts as legislatively mandated, and DHS/FEMA's risk methodology. THIRA/SPR results do not impact grant allocation or award.

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

### **UASI Allocations**

FY 2019 UASI funds will be allocated based on DHS/FEMA's risk methodology. THIRA/SPR results do not impact grant allocation or award.

Eligible candidates for the FY 2019 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>.

### **OPSG Allocations**

The FY 2019 OPSG Risk Assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border. Entities eligible for funding are the state, local and tribal law enforcement agencies that are located along the border of the United States. The THIRA/SPR process is not required for OPSG.

For the purposes of OPSG, the risk is defined as the potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Based upon ongoing intelligence analysis and extensive security reviews, DHS/CBP continues to focus the bulk of OPSG funds based upon risk analyses. The risk model used to allocate OPSG funds considers the potential risk that certain threats pose to border security and estimate the relative risk faced by a given area. In evaluating risk, DHS/CBP considers intelligence, situational awareness, criminal trends, and statistical data specific to each of the border sectors, and the potential impacts that these threats pose to the security of the border area. For vulnerability and consequence, DHS/CBP considers the expected impact and consequences of successful border events occurring in specific areas.

Threat and vulnerability are evaluated based on specific operational data from DHS/CBP. Threat components present in each of the sectors are used to determine the overall threat score. These components are terrorism, criminal aliens, drug trafficking organizations, and alien smuggling organizations.

### **Application Evaluation Criteria**

FEMA will evaluate the FY 2019 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ or project:

- Aligns with at least one core capability identified in the Goal;
- Demonstrates how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process; and
- Supports a NIMS-typed resource and whether those assets are deployable/shareable to support emergency or disaster operations per existing EMAC agreements.

In addition to the above, FEMA will evaluate whether proposed projects are: 1) both feasible and effective at reducing the risks for which the project was designed; and 2) able to be fully completed within the three-year PoP. FEMA will use the information provided in the application and after the submission of the first BSIR to determine the feasibility and effectiveness of a grant project. To that end, IJs should include:

- An explanation of how the proposed project will achieve objectives as identified in the SPR, including expected long-term impact where applicable, and which core capability gap(s) it helps to close and how;
- A summary of the status of planning and design efforts accomplished to date (e.g., included in a capital improvement plan); and
- A project schedule with clear milestones.

Recipients are expected to conform, as applicable, with accepted engineering practices, established codes, standards, modeling techniques, and best practices, and participate in the development of case studies demonstrating the effective use of grant funds, as requested.

### **Review and Selection Process (SHSP and UASI)**

To ensure the effectiveness of proposed investments and projects, all applications will undergo a federal review. The federal review will be conducted by FEMA HQ Program Analysts. FEMA HQ Program Analysts will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how

investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level. A program hold may be placed on any investment which is found to be noncompliant.

Fusion center investments will be jointly reviewed by FEMA and the DHS Office of Intelligence and Analysis (I&A) for compliance with HSGP NOFO requirements to prioritize the alignment of requests with results from the annual Fusion Center Assessment Program. If a fusion center investment does not meet the requirements, a Fusion Center Addendum must be completed and submitted for review and approval prior to expending funds allocated to fusion center activities. Emergency communications investments will be jointly reviewed by FEMA and the DHS Office of Emergency Communications (OEC) to verify compliance with SAFECOM guidance. FEMA and OEC will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

### **Review and Selection Process (OPSG)**

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the Preparedness Grants Manual.

DHS/FEMA will verify compliance with all administrative and eligibility criteria identified in the NOFO and required submission of Operations Orders and Inventory of Operations Orders by the established due dates. DHS/FEMA and USBP will use the results of both the risk analysis and the federal review by DHS/FEMA to make recommendations for funding to the Secretary of Homeland Security.

FY 2019 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2019 Operations Orders to designated localities within border states and territories.

### **Financial Integrity Criteria**

Prior to making a Federal award, DHS/FEMA is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Application evaluation criteria may include the following risk-based considerations of the applicant:

1. Financial stability;
2. Quality of management systems and ability to meet management standards;
3. History of performance in managing Federal awards;
4. Reports and findings from audits; and
5. Ability to effectively implement statutory, regulatory, or other requirements.



### **Supplemental Financial Integrity Review**

Prior to making a Federal award where the anticipated Federal share of a Federal award will be greater than the simplified acquisition threshold, currently \$250,000 (*see* Section 805 of the National Defense Authorization Act for Fiscal Year 2008, Pub. L. No. 115-91, OMB Memorandum M-18-18 at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>; *see also* FEMA GPD Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds):

- DHS/FEMA is required to review and consider any information about the applicant in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS) and is also accessible through the SAM website.
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered.
- DHS/FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.205.

## **F. Federal Award Administration Information**

### **Notice of Award**

See the Preparedness Grants Manual for information on Notice of Award.

### **Administrative and National Policy Requirements**

See the Preparedness Grants Manual for information on Administrative and National Policy requirements.

### **SHSP and UASI Pass-Through Requirements**

Awards made to the SAA for HSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. Four requirements must be met to pass-through grant funds:

- The SAA must make a firm written commitment to passing through grant funds to subrecipients;
- The SAA's commitment must be unconditional (i.e., no contingencies for the availability of SAA funds);
- There must be documentary evidence (i.e., award document, terms, and conditions) of the commitment; and
- The award terms must be communicated to the subrecipient.

### **Timing and Amount**

The SAA must pass-through at least 80 percent of the funds awarded under the SHSP and UASI to local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

SAA's are sent notification of HSGP awards via the GPD's ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the HSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the PoP start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 20, 2019, while the PoP dates for that award are September 1, 2019, through August 31, 2022. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 4, 2019 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The PoP start date of September 1, 2019, would not affect the timing of meeting the 45-calendar day pass-through requirement.

#### **Other SHSP and UASI Pass-Through Requirements**

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. A letter of intent (or equivalent) to distribute funds is not considered sufficient. The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands. The Commonwealth of Puerto Rico is required to comply with the pass-through requirement, and its SAA must also obligate at least 80 percent of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2019, unless the written consent review

indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Program Analyst.

#### **Additional OPSG Requirements**

The recipient is prohibited from obligating or expending funds provided through this award until each unique and specific county-level or equivalent Operational Order/Fragmentary Operations Order budget has been reviewed and approved through an official electronic mail notice issued by DHS/FEMA removing this special programmatic condition.

#### **Reporting**

See the [Preparedness Grants Manual](#) for information on reporting requirements.

#### **Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process**

See the Preparedness Grants Manual for information on the THIRA and SPR process.

### **Supplemental Information Reporting Systems**

In addition to ND Grants, the following information systems are used for the submission of required reports:

#### **Grant Reporting Tool (GRT)**

Information on the GRT can be found in the Preparedness Grants Manual.

#### **Unified Reporting Tool (URT)**

See the Preparedness Grants Manual for information on the URT.

#### **Closeout Reporting Requirements**

See the Preparedness Grants Manual for information on closeout reporting requirements.

### **Disclosing Information per 2 C.F.R. § 180.335**

See the Preparedness Grants Manual for information on disclosing information.

## **G. DHS/FEMA Awarding Agency Contact Information**

### **Contact and Resource Information**

#### **Centralized Scheduling and Information Desk (CSID)**

CSID is a non-emergency comprehensive management and information resource developed by DHS/FEMA for grant stakeholders. CSID provides general information on all DHS/FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a Federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at [askcsid@fema.gov](mailto:askcsid@fema.gov), Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

#### **GPD Grant Operations Division**

GPD's Grant Operations Division Business Office provides support regarding financial matters and budgetary, technical assistance. Additional guidance and information can be obtained by contacting the FEMA Call Center at 866-927-5646 or via e-mail to [ASK-GMD@fema.gov](mailto:ASK-GMD@fema.gov).

#### **FEMA Regional Offices**

FEMA Regional Offices may also provide fiscal support, including pre- and post-award administration and technical assistance such as conducting cash analysis, financial monitoring, and audit resolution for the grant programs included in this solicitation. GPD will provide programmatic support and technical assistance. FEMA Regional Office contact information is available [here](#).

#### **GPD Environmental Planning and Historic Preservation (EHP)**

The DHS/FEMA GPD EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects

or the EHP review process, including the submittal of EHP review materials, should be sent to [gpdehpinfo@fema.dhs.gov](mailto:gpdehpinfo@fema.dhs.gov). EHP Technical Assistance, including the EHP Screening Form, can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

## **Systems Information**

### **Grants.gov**

For technical assistance with [Grants.gov](https://www.grants.gov), call the customer support hotline 24 hours per day, 7 days per week (except Federal holidays) at (800) 518-4726 or e-mail at [support@grants.gov](mailto:support@grants.gov).

### **Non-Disaster (ND) Grants**

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at [ndgrants@fema.gov](mailto:ndgrants@fema.gov) or (800) 865-4076, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

### **Payment and Reporting System (PARS)**

DHS/FEMA uses the [Payment and Reporting System \(PARS\)](#) for financial reporting, invoicing and tracking payments. DHS/FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 119A, Direct Deposit Form.

## **H. Additional Information**

GPD has developed the [Preparedness Grants Manual](#) to guide applicants and recipients of grant funding on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference the Manual for further information. Examples of information contained in the [Preparedness Grants Manual](#) include:

- Conflicts of Interest in the Administration of Federal Awards and Subawards;
- Extensions;
- Monitoring;
- Procurement Integrity; and
- Other Post-Award Requirements.

In response to recent disasters, FEMA has introduced a new lifelines construct, in order to enable the continuous operation of government functions and critical business essential to human health, safety, or economic security during and after a disaster. To learn more about lifelines, please refer to the [Preparedness Grants Manual](#), or visit <http://www.fema.gov/national-planning-frameworks>.



**SHARED SERVICES DIVISION  
GRANT PAYMENT REQUEST**

SECTION A: SUBMITTING YOUR REQUEST	
<p>Please submit Grant Payment Request Form along with <u>legible</u> supporting documents to:  <b><u>Grants@auditor.lacounty.gov</u></b></p> <p>In the event e-mail is not available, you can mail your Grant payment request to (please do <b>not</b> fax or send duplicates):                      Department of Auditor-Controller                      Shared Services Division / Attn: Grants Unit                      3470 Wilshire Blvd., Suite 812                      Los Angeles, CA 90010</p>	<p>1. Grant Name &amp; Year:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

SECTION B: SUB-RECIPIENT'S INFORMATION		
1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered *****	3. Taxpayer ID #:	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		4. Contact's phone:
		4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION								
1. SOLUTION AREA (e.g. equipment, training, planning, exercise, organization)	2. PROJECT # (e.g. 011.22)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (Maximum of 5 invoices)	6. PURCHASE METHOD (including Training)			7. CLAIM AMOUNT (indicate the amount per each line)
		No	Yes (attach State Approval)		If Competitive, indicate the # of bids.	Non-Competitive Bid	Sole Source	
<b>8. TOTAL</b> \$								-

SECTION D: SUB-RECIPIENT'S CERTIFICATION
<p>I certify that (please use the checkbox):</p> <p><input type="checkbox"/> 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.</p> <p><input type="checkbox"/> 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.</p>
<p>3. _____</p> <p style="text-align: center;">AUTHORIZED SIGNATURE <span style="float: right;">DATE</span></p>
<p>4. _____</p> <p style="text-align: center;">AUTHORIZED PRINTED NAME <span style="float: right;">AUTHORIZED TITLE</span></p>
<p>5. AUTHORIZED CONTACT INFORMATION (If different from Section B):</p> <p>PHONE # _____</p> <p>E-MAIL: _____</p>

SECTION E: FOR SSD USE ONLY
<p>STAMP WITH RECEIVED DATE HERE:</p>    <p>ASSIGNED INVOICE NO.:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>

**NOTE: This Form is intended for Internal SSD review purpose only.**  
 Revised on December 2019

COUNTY OF LOS ANGELES  
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION

**INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST**

**Purpose of these instructions:**

To assist sub-recipients in completing the Grant Payment Request. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. **Please do not send these instructions to us, they are to be used for your guidance only.**

**SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST**

In numeral **1** of this section, please enter the name and year of the grant program that you are submitting for payment. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the Grant payment request correctly and according to these instructions.
- Submitting your Grant payment request using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your Grant payment request only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your Grant payment request. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your Grant payment requests are legible.
- Submitting Grant payment request timely. We do **not** guarantee the process of Grant payment requests that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

**SECTION B: SUB-RECIPIENT'S INFORMATION**

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

**SECTION C: DETAIL PAYMENT REQUEST INFORMATION:**

In order to expedite your Grant payment request, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project #.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
  - a)  **State EHP Approval:** if required by the state for your claim.

**SECTION C: (Continued)**

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a)  **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
  - b)  **Copy of the purchase order**
  - c)  **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: [https://www.rkb.us/fema\\_grants.cfm](https://www.rkb.us/fema_grants.cfm)
  - d)  **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other than L.A. County Department** is the corresponding copy of the bank's cleared check .
  - e)  **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
  - f)  **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
  - g)  **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a)  **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
  - b)  **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
  - c)  **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

**SECTION D: SUB-RECIPIENT'S CERTIFICATION**

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.
- 4 & When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the
5. authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

**ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR GRANT PAYMENT REQUEST:**

**For Equipment Claims:**

- a)  **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) or write N/A. please do NOT leave the corresponding space blank. <sup>\*1</sup>Please refer to the Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission:CBRNE).

**You need to inform us of any changes on the items above <sup>\*1</sup>. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.**

**For Training Claims:**

- a)  **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b)  **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c)  **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including **personnel cost** with your training claim, please add the following:

- d)  **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e)  **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
  - Sign in sheets (same as above)
  - Signed training certificates
- f)  **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

**Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.**

- g)  **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h)  **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i)  **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.



- j)  **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k)  **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

**For Planning Claims:**

- a)  **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b)  **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c)  **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d)  **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

**For Exercise Claims:**

- a)  **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 90 days after completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

[https://hseep.dhs.gov/DHS\\_SSO/](https://hseep.dhs.gov/DHS_SSO/)

- b)  **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c)  **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

**For Organization Claims: Please see above b) and c) under Exercise Claims**



## Equipment Inventory Listing Procedures for Completion

**OBJECTIVE:** To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

### Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

**Training Summary  
Sheet**

Grant Name \_\_\_\_\_  
 Jurisdiction Name: \_\_\_\_\_  
 Training Provider: \_\_\_\_\_  
 OHS Approved Course Title: \_\_\_\_\_  
 Non-SLGCP Course Title & OHS Tracking No. \_\_\_\_\_  
 (requires pre-approval thru OEM)  
 Date of Course: \_\_\_\_\_  
 Class/ Exercise Duration/Hours: \_\_\_\_\_

	<u>EMP NO.</u>	<u>EMPLOYEE NAME</u>	<u>ASSIGNMENT</u>	<u>TITLE</u>	<u>TRAINING REQUEST #</u> <small>(for Training only)</small>	<u>TRAINING START DATE</u>	<u>TRAINING END DATE</u>	<u>SALARY</u>	<u>OT HOURS</u>	<u>REG RATE</u>	<u>OT RATE</u>	<u>OT PAY</u>	<u>Are you claiming for Employee Benefits?</u>	<u>Employee Benefits Rate</u>	<u>CLAIM TOTAL</u>	
1											\$ -	\$ -			\$ -	
2																
3																
4																
5																
6																
7																
8																
9																
10																
	<b>GRAND TOTAL</b>															\$ -

Approved by: \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_ Date

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)**

**PLANNING ROSTER**

Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product
					-	-		
<b>GRAND TOTAL</b>							<b>\$</b>	

Approved by:

\_\_\_\_\_ **Authorized Signature**

\_\_\_\_\_ **Print Name and Title**

\_\_\_\_\_ **Date**

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXERCISE ROSTER

Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Conducted By	Date of Exercise	Exercise Type	Exercise Role	Date AAR entered into HSEEP
						-	-					
<b>GRAND TOTAL</b>								<b>\$</b>				

Approved by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

## **8. Notes on Personnel Cost:**

### **In general, costs associated with:**

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

### **The following examples would not count towards the personnel cap:**

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

### **The following examples would count towards the personnel cap:**

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.









**Sub-Recipient Monitoring Instrument**

**Project Title**

Los Angeles County Homeland Security Grant  
Monitoring Reports for Fiscal Years 2016-17 and 2017-18

**A. TRAINING**

**Objective**

To determine that the Training expenditures were appropriately documented and the activities aligned with the project's goals and objectives. If the Training activities involved using consultants or contractors, determine if the Sub-Recipient followed the appropriate procurement policies. Use Work Sheets 1 and 3. (See Attachment E – Sub-Recipient Monitoring Worksheets.)

Verification	Yes	No	Comment
1. Did the Sub-Recipient receive funding for training expenditures? (If yes, then continue.)			
2. Did the Sub-Recipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. Did the project require an Environmental, Historical, Preservation (EHP) approval?  If so, did the Sub-Recipient receive prior approval from the State before conducting the training?			
4. Did the Sub-Recipient appropriately document the Training expenditures using employee timecards, sign-in sheets, and certificates of training?			
5. If the Training expenditures relate to the use of consultants/contractors, did the Sub-Recipient follow proper procurement procedures to hire the consultants or contractors?			
6. Did the Sub-Recipient accurately report the Training expenditures in their accounting records?			
7. If the project included overtime expenditures for training answer 7.a and 7.b.			
a) Did the Sub-Recipient maintain employee timecards to appropriately document the overtime expenditures?			
b) Did the Sub-Recipient accurately report the overtime expenditures in their accounting records?			

8. If the project included backfill expenditures for training, answer 8.a and 8.b.			
a) Did the Sub-Recipient appropriately document the backfill expenditures using employee timecards, sign-in sheets?			
b) Did the Sub-Recipient accurately report the expenditures in their accounting records?			
9. Were the employee timecards utilized in training activities signed and dated by a direct supervisor?			
10. Were the training expenditures consistent with the State approved grant award and/or post award modification(s) as identified on Attachment G –Sub Recipient Expenditures?			
11. Ensure that Sub-Recipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA.			
a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Sub-Recipient is doing to resolve the prior year finding and indicate such in the current report.			

**B. PLANNING**

**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project’s goals and objectives. If the Planning activities involved using consultants or contractors, determine if the Sub-Recipient followed the appropriate procurement policies. Use Worksheets 1 and 3. (See Attachment E – Sub-Recipient Monitoring Worksheets.)

<b>Verification</b>	<b>Yes</b>	<b>No</b>	<b>Comment</b>
1. Did the Sub-Recipient receive funding for Planning expenditures? (If yes, then continue.)			
2. Did the Sub-Recipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If the Planning expenditures relate to the use of consultants or contractors, did the Sub-Recipient follow proper procurement procedures to hire the			

consultants or contractors?			
4. Did the Sub-Recipient accurately report the Planning expenditures in their accounting records?			
5. If the project included overtime expenditures for planning, answer 5.a and 5.b.			
a) Did the Sub-Recipient maintain employee timecards to appropriately document the overtime expenditures?			
b) Did the Sub-Recipient accurately report the overtime expenditures in their accounting records?			
6. If the project included backfill expenditures for planning, answer 6.a and 6.b.			
a) Did the Sub-Recipient maintain employee timecards to appropriately document the backfill expenditures?			
b) Did the Sub-Recipient accurately report the expenditures in their accounting records?			
7. Were the employee timecards, utilized in Planning activities signed and dated by a direct supervisor?			
8. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s) as identified on Attachment G - Sub-Recipient Expenditures?			
9. Ensure that Sub-Recipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA.			
a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Sub-Recipient is doing to resolve the prior year finding and indicate such in the current report.			

**C. EXERCISES**

**Objective**

To determine that the Exercise activities were appropriately documented and were aligned with the project's goals and objectives. If the Exercise activities involved using consultants or contractors, determine if the Sub-Recipient followed the appropriate procurement policies. Use Worksheets 1 and 3. (See Attachment E – Sub-Recipient Monitoring Worksheets.)

<b>Verification</b>	<b>Yes</b>	<b>No</b>	<b>Comment</b>
1. Did the Sub-Recipient receive funding for Exercise expenditures? (If yes, then continue.)			
2. Did the Sub-Recipient appropriately document the Exercise expenditures by submitting an After Action Report (AAR) to the HSEEP for the exercise activities? (Only copy of e-mail from Cal OES is required for approval of the AAR.)			
3. Did the project require an Environmental, Historical, Preservation (EHP) approval?  If so, did the Sub-Recipient receive prior approval from the State before conducting the exercise?			
4. If the Exercise expenditures related to the use of consultants or contractors, did the Sub-Recipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Sub-Recipient accurately report the Exercise expenditures in their accounting records?			
6. If the project included overtime expenditures for exercises answer 6.a and 6.b.			
a) Did the Sub-Recipient appropriately document the overtime expenditures using employee timecards?			
b) Did the Sub-Recipient accurately report the overtime expenditures in their accounting records?			
7. If the project included backfill expenditures for exercises, answer 7.a and 7.b.			
a) Did the Sub-Recipient appropriately document the backfill expenditures using employee timecards?			
b) Did the Sub-Recipient accurately report the expenditures in their accounting records?			
8. Were the employee timecards utilized in exercise activities signed and dated by a direct supervisor?			
9. Did the Sub-Recipient enter the AAR and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise?			
10. Were the exercise expenditures consistent with the State approved grant award and/or post			

award modification(s) as identified on Attachment G – Sub-Recipient Expenditures?			
11. Ensure that Sub-Recipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA.			
a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Sub-Recipient is doing to resolve the prior year finding and indicate such in the current report.			

**D. EQUIPMENT**

**Objective**

To determine that the Equipment expenditures are supported by invoices and that a listing of equipment/property is maintained by the Sub-Recipient. To determine that the purchases aligned with the project's goals and objectives. Use Worksheets 2 and 3. (See Attachment E – Sub-Recipient Monitoring Worksheets.)

Verification	Yes	No	Comment
1. Did the Sub-Recipient receive funding for Equipment expenditures? (If yes, then continue.)			
2. Did the project require an Aviation, Environmental, Historical, Preservation, Sole Source or Watercraft approval?  If so, did the Sub-Recipient receive prior approval from the State before purchasing the equipment?			
3. Did the Sub-Recipient maintain invoices to support the Equipment expenditure(s)?			
4. Did the Sub-Recipient follow proper procurement procedures to purchase the equipment and were the items listed in the Federal "Authorized Equipment List" (AEL)?			
5. Did the Sub-Recipient accurately report the Equipment expenditure(s) in their accounting records (including a copy of the cancelled check or equivalent)?			
6. Did the Sub-Recipient maintain an equipment inventory that listed the following?			
a) Description of equipment			

b) Serial Number/Equipment Number			
c) AEL No.			
d) Fund source/Grant year			
e) Title holder			
f) 100 percent of federal participation. If no, then identify percentage.			
g) Acquisition date			
h) Acquisition cost			
i) Equipment location (as of a specific date)			
j) Use and Condition of equipment (as of a specific date, useful life, etc.)			
k) Disposition data including date & sale price, (if applicable)			
7. Did the Sub-Recipient conduct an inventory of equipment purchased with Cal OES grant funds <u>at least</u> once every two years?			
8. Was the equipment physically inspected to ensure:			
a) The equipment existed and agreed to inventory listing.			
b) The equipment worked and that adequate trained staff are available to operate the equipment.			
9. Did the Sub-Recipient maintain the equipment in a secure location?			
10. For property other than equipment (i.e., supplies), did the Sub-Recipient have controls and accountability to safeguard and ensure that the items are used solely for authorized purposes?			
11. Did the Sub-Recipient dispose of the equipment? If yes, answer 11.a and 11.b.			
a) Was the disposition consistent with federal regulations?			
b) What is the status of the proceeds received from the disposal?			
12. Did the Sub-Recipient have a policy for damaged, destroyed, lost or stolen equipment including but not limited to informing the County/Cal OES, steps to replace the equipment and an			



investigative process?			
13. Were the equipment expenditures consistent with the State approved grant award and/or post award modification(s) as identified on Attachment G – Sub- Recipient Expenditures?			
14. Ensure that Sub-Recipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA.			
a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Sub-Recipient is doing to resolve the prior year finding and indicate such in the current report.			

**E. ORGANIZATION**

**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Organization activities involved using consultants or contractors, determine if the Sub-Recipient followed the appropriate procurement policies. Use Worksheets 1 and 3. (See Attachment E – Sub-Recipient Monitoring Worksheets.)

Verification	Yes	No	Comment
1. Did the Sub-Recipient receive funding for Organization expenditures? (If yes, then continue.)			
2. Did the Sub-Recipient appropriately document the Organization expenditures providing copies of the support documentation that substantiated expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Sub-Recipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Sub-Recipient accurately report the Organization expenditures in their accounting records?			
5. If the project included overtime expenditures for Organization, answer 5.a and 5.b.			
a) Did the Sub-Recipient maintain employee timecards to appropriately document the overtime expenditures?			
b) Did the Sub-Recipient accurately report the overtime expenditures in their accounting records?			
6. If the project included backfill expenditures for Organization, answer 6.a and 6.b.			
a) Did the Sub-Recipient maintain employee			

timecards to appropriately document the backfill expenditures?			
b) Did the Sub-Recipient accurately report the expenditures in their accounting records?			
7. Were the employee timecards, utilized in Organization activities signed and dated by a direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s) as identified on Attachment G - Sub - Recipient Expenditures?			
9. Ensure that Sub-Recipient corrected areas of non-compliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA.			
a) If the project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b) If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Sub-Recipient is doing to resolve the prior year finding and indicate such in the current report.			

**SIXTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF EL SEGUNDO AND  
MICHAEL T. LITTLE, dba  
COUNTER RISK, INC.**

This Sixth Amendment is entered into this 01<sup>st</sup> day of February, 2021, 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 October 01, 2021 to June 30, 2022.
2. The parties also desire to amend the Agreement to increase the total amount of the Agreement by \$220,000, so that the total, not-to-exceed amount of the Agreement is \$1,041,270.
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.
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 hereinabove written.

CITY OF EL SEGUNDO

MICHAEL T. LITTLE  
dba COUNTER RISK, INC.



Michael T. Little

\_\_\_\_\_  
Scott Mitnick,  
City Manager

ATTEST:

Taxpayer ID No. 82-1454539

\_\_\_\_\_  
Tracy Weaver,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley,  
City Attorney

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF EL SEGUNDO AND  
BUFFALO COMPUTER GRAPHICS, INC.**

This first Amendment is entered into this 16<sup>th</sup> day of March, 2021, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and BUFFALO COMPUTER GRAPHICS, INC., a New York Corporation (“CONSULTANT”).

1. The parties also desire to amend the Agreement to increase the total amount of the Agreement by \$300,000, so that the total, not-to-exceed amount of the Agreement is \$492,099.23.
2. 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. 6009 remain the same.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this Amendment the day and year first hereinabove written.

CITY OF EL SEGUNDO

BUFFALO COMPUTER GRAPHICS  
INC.

---

Scott Mitnick,  
City Manager

---

Gary F. Masterson  
Vice President

ATTEST:

---

Tracy Weaver,  
City Clerk

APPROVED AS TO FORM:

---

Mark D. Hensley,  
City Attorney

**TITLE:**

El Segundo Senior Housing Board Corporation 2021 Operating Budget

**RECOMMENDATION:**

Approve the El Segundo Senior Housing Board Corporation 2021 Operating Budget for the Park Vista senior housing apartments located at 615 East Holly Avenue.

**FISCAL IMPACT:**

None

**BACKGROUND AND DISCUSSION:**

At its special meeting on February 4, 2021, the El Segundo Senior Housing Board Corporation approved the 2021 Annual Operating Budget for the Park Vista senior housing apartments located at 615 East Holly Avenue. Since management costs increased in 2020 due to COVID-19, the budget reflects a temporary increase through the second quarter of 2021. The Board approved the 2021 Operating Budget with a caveat that the monthly management fee of \$20,000 only applies to the first six months of 2021, after which time it is reduced back to the normal monthly management fee of \$15,000. However, the Board may review the issue mid-year and take action based upon the COVID-19 situation.

The following table is a summary of income and expenses for 2020, and the budgeted amounts for 2021.

	2020 (Budgeted)	2020 (Actual)	2021 (Budgeted)	Increase/(Decrease)
Operating Income	\$763,980	\$746,046	\$761,702	\$15,656
Operating Expenses	\$552,740	\$582,815	\$611,640	\$28,825
<b>Net Operating Income</b>	<b>\$211,240</b>	<b>\$163,231</b>	<b>\$150,062</b>	<b>(\$13,169)</b>

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

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

**PREPARED BY:** Eduardo Schonborn, AICP, Principal Planner 

**REVIEWED BY:** Sam Lee, Development Services Director 

**APPROVED BY:** Barbara Voss, Deputy City Manager 

**ATTACHED SUPPORTING DOCUMENTS:**

2021 Park Vista Operating Budget



# Budget Detail

## Cadman Group

Properties: Park Vista - 615 E. Holly Avenue El Segundo, CA 90245

Period Range: Jan 2021 to Dec 2021

Consolidate: No

Account Name	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Total	Percent
<b>Park Vista - 615 E. Holly Avenue El Segundo, CA 90245 - Fiscal 2021 Budget</b>														
<b>Income</b>														
RENT														
Rent Income	63,562.00	63,562.00	63,562.00	63,562.00	63,562.00	63,562.00	63,562.00	63,562.00	63,562.00	63,562.00	63,562.00	63,562.00	762,744.00	100.14
Parking Income	1,445.00	1,445.00	1,445.00	1,445.00	1,445.00	1,445.00	1,445.00	1,445.00	1,445.00	1,445.00	1,445.00	1,445.00	17,340.00	2.28
<b>Total RENT</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>65,007.00</b>	<b>780,084.00</b>	<b>102.41</b>
Vacancy	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-1,906.86	-22,882.32	-3.00
Laundry Income	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	375.00	4,500.00	0.59
<b>Total Budgeted Income</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>63,475.14</b>	<b>761,701.68</b>	<b>100.00</b>
<b>Expense</b>														
Fire Service	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00	0.98
Maintenance	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	156,000.00	25.51
Elevator service	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	15,000.00	2.45
Gardening	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	15,000.00	2.45
Management Fees	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	210,000.00	34.33
Pest Control	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,800.00	0.78
Insurance - Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,000.00	0.00	0.00	35,000.00	5.72
Licenses and Permits	0.00	0.00	0.00	75.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.01
Electricity	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	20,400.00	3.34
Gas	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00	2.35
Water	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	42,000.00	6.87
Telephone/ Internet	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	15,600.00	2.55
Cable/ Television	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	56,400.00	9.22
Office Supplies	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00	0.59

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## Budget Detail

Account Name	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Total	Percent
Uniforms	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00	0.08
Advertising & Promotion	250.00	250.00	250.00	250.00	250.00	250.00	250.00	6,000.00	250.00	250.00	250.00	250.00	8,750.00	1.43
Entertainment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.33
Bank Service Fees	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	6.25	75.00	0.01
Postage	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	60.00	0.01
Professional Fees	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00	0.98
<b>Total Budgeted Expense</b>	<b>49,901.25</b>	<b>49,901.25</b>	<b>49,901.25</b>	<b>49,976.25</b>	<b>49,901.25</b>	<b>49,901.25</b>	<b>44,901.25</b>	<b>52,651.25</b>	<b>44,901.25</b>	<b>79,901.25</b>	<b>44,901.25</b>	<b>44,901.25</b>	<b>611,640.00</b>	<b>100.00</b>
Total Budgeted Income	63,475.14	63,475.14	63,475.14	63,475.14	63,475.14	63,475.14	63,475.14	63,475.14	63,475.14	63,475.14	63,475.14	63,475.14	761,701.68	100.00
Total Budgeted Expense	49,901.25	49,901.25	49,901.25	49,976.25	49,901.25	49,901.25	44,901.25	52,651.25	44,901.25	79,901.25	44,901.25	44,901.25	611,640.00	100.00
<b>Net Operating Income</b>	<b>13,573.89</b>	<b>13,573.89</b>	<b>13,573.89</b>	<b>13,498.89</b>	<b>13,573.89</b>	<b>13,573.89</b>	<b>18,573.89</b>	<b>10,823.89</b>	<b>18,573.89</b>	<b>-16,426.11</b>	<b>18,573.89</b>	<b>18,573.89</b>	<b>150,061.68</b>	<b>100.00</b>
<b>Other Income</b>														
Interest on Bank Accounts	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	7,200.00	100.00
<b>Total Budgeted Other Income</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>600.00</b>	<b>7,200.00</b>	<b>100.00</b>

**TITLE:**

Resolution Approving the Corrected Salaries for Part-time Police Service Officer II Job Classification

**RECOMMENDATION:**

Adopt a resolution correcting the Basic Hourly Salary Range for the job classification of: Police Service Officer II (Part-time).

**FISCAL IMPACT:**

Funding for the proposed action was incorporated in the Adopted FY 2020-2021 General Fund Budget. The referenced part-time positions will be funded by salary savings from Citywide vacancies. No new funding is needed for this fiscal year.

**BACKGROUND:**

On March 2, 2021, the City Council approved Resolution No. 5252, establishing salaries for selected Part-time positions. Unfortunately, there was an error in the Resolution that requires correction. The classification should have been "Police Service Officer II," instead of "Public Safety Officer II" and the salary should have been \$28.37 - \$34.48 hourly.

Staff is requesting the City Council adopt the attached resolution to correct the error and to ensure that the City is in compliance with CalPERS requirements.

**DISCUSSION:**


CalPERS requires that all salaries for classifications employed by the City be approved by the governing body. Since an error was made in the previous Resolution, adoption of a Resolution correcting the error is necessary.

**CITY STRATEGIC PLAN COMPLIANCE:**

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

Objective: El Segundo provides unparalleled service to internal and external customers.

Resolution Correction  
March 16, 2021  
Page 2 of 2

**PREPARED BY:** Donna C Peter, HR Consultant  
**REVIEWED BY:** Rebecca Redyk, Director of Human Resources  
**APPROVED BY:** Barbara Voss, Deputy City Manager 

**SUPPORTING DOCUMENTS:**

Salary Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE HOURLY SALARY RANGE FOR THE PART-TIME POLICE SERVICE OFFICER II JOB CLASSIFICATION AND CORRECTING RESOLUTION NO. 5252 ADOPTED MARCH 2, 2021**

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

WHEREAS, on March 2, 2021, the City Council adopted Resolution No. 5252 establishing salaries for certain part-time positions; the resolution contained an erroneous description of one of the positions;

WHEREAS, the City Council desires to adopt this resolution, correcting the error.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Segundo:

SECTION 1: The City Council approves the following basic hourly salary range:

Classification	Hourly Ranges
Part-time Police Service Officer II	\$28.37- \$34.48

SECTION 2: *Authority.* The City Manager or his designee is authorized to take any steps necessary in order to effectuate this Resolution.

SECTION 3: *Construction.* This Resolution must be broadly construed in order to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 4: *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 5: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions and make a minute of this adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 6: This Resolution is intended to take effect retroactively on January 1, 2021 and will remain effective unless repealed or superseded.

PASSED AND ADOPTED this 16th day of March 2021.

\_\_\_\_\_  
Drew Boyles,  
Mayor

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley, City Attorney

**TITLE:**

Amendment to Contract with Denis Cook Planning Land Use Consultant

**RECOMMENDATION:**

Authorize the City Manager to execute an amendment with Denis Cook Land Use Consultant for planning services to increase the not-to-exceed amount from \$50,000 to \$95,000.

**FISCAL IMPACT:**

The contract amount will increase from \$50,000 to \$95,000. This will be funded through salary savings due to vacancies in the Development Services Department.

Amount Budgeted:	\$50,000
Additional Appropriation:	No
Account Number(s):	Professional Technical (Acct No. 001-400-2402-6214)

**BACKGROUND AND DISCUSSION:**

As City Council is aware, the Planning Division has been short-staffed since the departure of an Assistant Planner and Planning Manager in August and October 2020, respectively. Denis Cook was retained by the Development Services Department in November 2020 to assist the Planning Division in carrying out its duties and responsibilities. The total contract amount was \$50,000. The intent was to have Mr. Cook on a temporary, part-time basis until the two positions in the Planning Division were filled.

In addition to some day-to-day planning duties, Mr. Cook has been providing staff support and consulting services on various planning-related matters, such as the forthcoming Housing Element update, downtown specific plan, and civic center RFQ. He has also become involved with proposed development projects, such as Catalyst, Standard Works and other entitlement projects proposed throughout the City. Consequently, Mr. Cook's contracted amount will not be sufficient to cover his services to the department through the end of this fiscal year (June 30, 2021). Staff seeks to increase the amount by \$45,000, resulting in a total contract amount of \$95,000.

Since the proposed amendment will result in a total contract amount greater than \$50,000, City Council approval is required. Although City funds are being utilized for Mr. Cook's services, the cost is covered by the savings resulting from two unfilled, budgeted positions (Assistant Planner and Planning Manager) in the Planning Division. As such, to provide for continued assistance to the Planning Division, Staff recommends that City Council authorize the City Manager to amend the existing Professional Services

Amendment to Contract with Denis Cook Land Use Consultant  
March 16, 2021  
Page 2 of 2

Agreement with Denis Cook Land Use Consultant in an amount not to exceed a total of \$95,000.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

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

**PREPARED BY:** Eduardo Schonborn, Principal Planner

**REVIEWED BY:** Sam Lee, Development Services Director

**APPROVED BY:** Barbara Voss, Deputy City Manager

Handwritten signature of Barbara Voss, consisting of the letters 'BV' followed by a stylized flourish.

**ATTACHED SUPPORTING DOCUMENTS:**

None



**TITLE:**

California Department of Justice Tobacco Grant Program Award

**RECOMMENDATION:**

Adopt Resolution authorizing acceptance of a \$43,347 grant from the California Department of Justice Tobacco Grant Program to support the El Segundo Police Department in educating minors about the harms of tobacco products, enforcing state and local tobacco laws, and conducting retailer enforcement.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The El Segundo Police Department (ESPD) has been selected to receive a California Department of Justice (CADOJ) Tobacco Grant Program award in the amount of \$43,347. Funds are granted for enforcement of tobacco-related state laws or local ordinances, specifically including state and local laws related to the illegal sales and marketing of tobacco products to minors, and for investigative activities and compliance checks to prevent illegal sales of tobacco products to minors. The program would help El Segundo achieve results in the goal of "Support Community Safety and Preparedness" from the City's Strategic Plan. The 2020-21 Tobacco Grant Program would use a combination of education and enforcement strategies, with the ultimate goal of stemming the access of tobacco products to youth in El Segundo. Funds must be used by the end of the grant period, June 30, 2024, and no local match is required.

**DISCUSSION:**

The funding for the CADOJ Tobacco Grant Program is authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. ESPD aims to curb the illegal sales of tobacco to minors and keep youth tobacco free. The Tobacco Grant Program would help ESPD to accomplish this goal by supporting a comprehensive program of enforcement and education strategies. The grant will fund overtime for one sergeant and two detectives to implement the tobacco enforcement and education strategies. These strategies will include: sting operations, tobacco related enforcement, collaboration with local school leaders, parents and youth, retailer education classes, and local tobacco retail license inspections operations.

According to a November 2019 report from the *Journal of the American Medical Association (JAMA)*, the proportion of students vaping nicotine has grown to more than

one in four, up from about one in ten in 2016. Researchers from the Food and Drug Administration (FDA) conduct an annual National Youth Tobacco Survey. Findings released from the 2019 edition of that survey revealed that, while cigarette smoking is at an all-time low among high school students, increases in e-cigarette use have reversed the progress made in the decline of overall youth tobacco use. From 2018 to 2019, the number of youth using e-cigarettes increased from 3.6 million to more than 5 million. The FDA Commissioner stated the epidemic use of e-cigarettes among children is one of the biggest public health challenges currently facing the FDA.

El Segundo is home to 19 tobacco retailers. The use of e-cigarettes is a known problem with youth as young as middle school and all the way through college-aged youth in El Segundo. The combination of education and enforcement that this grant program would support would allow ESPD to gain a better understanding of tobacco usage rates and patterns to better address the problem of youth access to tobacco. These grant funds would allow ESPD to begin work immediately tackling problematic tobacco retailers, focusing efforts on locations where minors are likely to be present, as well as pushing forward retailer education sessions.

Any grant money not used by the end of the grant period will be returned to the CADOJ.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety & Preparedness

Objective A: El Segundo provides unparalleled service to internal and external customers

**PREPARED BY:** Julissa Solano, Management Analyst *J.S.*

**REVIEWED BY:** Bill Whalen, Chief of Police *[Signature]*

**APPROVED BY:** Barbara Voss, Deputy City Manager *[Signature]*

**ATTACHED SUPPORTING DOCUMENTS:**

1. Resolution
2. CADOJ MOU

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF JUSTICE WITH REGARD TO THE TOBACCO GRANT FOR YEAR 2020/2021**

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

SECTION 1: The City Council of the City of El Segundo desires to undertake a certain project designated as DOJ Proposition 56 Tobacco Grant to be funded in part from funds made available through the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 administered by the California Department of Justice.

SECTION 2: Authorization. The City Council authorizes the City Manager to execute on behalf of the City Council of the City of El Segundo the agreement between the City and the California Department of Justice, attached as an Exhibit to this resolution. The City Manager is further authorized to execute any extensions or amendments to such agreement and any subsequent contract with California Department of Justice in relation to the DOJ Proposition 56 Tobacco Grant, in a form approved by the City Attorney.

SECTION 3: The City acknowledges and agrees that:

- A. Any liability arising out of the performance of this contract, including civil court actions for damages, is the responsibility of the City as the grant recipient and the authorizing agency.
- B. The State of California and California Department of Justice disclaim responsibility for any such liability.
- C. Grant funds received may not be used to supplant expenditures controlled by the City Council.
- D. This award is not subject to local hiring freezes.

SECTION 4: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

**PASSED, APPROVED AND ADOPTED this \_\_\_ day of March, 2021.**

\_\_\_\_\_  
Drew Boyles, Mayor

ATTEST:

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley, City Attorney

## MEMORANDUM OF UNDERSTANDING

### PURPOSE

This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the El Segundo Police Department (hereinafter, “Grantee”), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ’s Request for Proposal for activities of Local Government Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the “Act”), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated February 2021), and Grant Application are hereby incorporated by reference into this MOU.

### COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee’s actual expenditures in performing the Scope of Work included in the approved Grant Application, upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

### BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an addendum to the Grantee to reflect the reduced amount.

### ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grantee Handbook.

### MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

**TERMS**

Grant Duration: 1/1/2021 – 6/30/2024

Award Amount				
Category of Expenditure	Budget FY 2020-2021	Budget FY 2021-2022	Budget FY 2022-2023	Budget FY 2023-2024
Personal Services	\$0	\$21,509	\$21,509	\$0
Operating Expenses and Equipment	\$0	\$329	\$0	\$0
Administrative Costs (Not to Exceed 5%)	\$0	\$0	\$0	\$0
<b>TOTAL AWARD AMOUNT</b>	<b>\$43,347</b>			


The time limit for reimbursements against this award ends 6/30/2024. Requests received after 7/15/2024 cannot be reimbursed by the DOJ.

**GRANTEE CONTACT INFORMATION**

Julissa Solano, Management Analyst  
 El Segundo Police Department  
 348 Main Street El Segundo, CA 90245  
 (310) 524-2278  
 jsolano@elsegundo.org

**AUTHORIZATION**

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

  
 \_\_\_\_\_  
 Bill Whalen, Chief of Police  
 El Segundo Police Department

3-10-2021  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Scott Mitnick, City Manager  
 City of El Segundo

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mark D. Hensley, City Attorney  
 City of El Segundo

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 STACY HEINSEN, GRANT MGR.  
 Division of Operations  
 California Department of Justice

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 CHRIS RYAN, CHIEF  
 Division of Operations  
 California Department of Justice

\_\_\_\_\_  
 Date

**TITLE:**

City Hall Windows Replacement Project Construction Contract Award

**RECOMMENDATION:**

1. Reject MMJ Contractors, Inc.'s bid as non-responsive; and,
2. Authorize City Manager to implement one of the following options:
  - A. Original Project -- Execute a public works construction contract with A.J. Fistes Corporation to replace all City Hall windows, remove hazardous materials, install interior window shades, and complete related work for a total cost of \$581,620; or,
  - B. Revised Project -- Execute a public works construction contract and subsequent change order with A.J. Fistes Corporation to replace limited City Hall windows, remove hazardous materials, install interior window shades, and complete related work for a total cost of \$475,700. (This option stays within the initial \$450,000 construction budget).

**FISCAL IMPACT:**

There is sufficient funding in the General Fund's adopted Capital Improvement Program (CIP) Budget for the City Hall Windows Replacement Project, City Hall Security Improvements, and Facilities Repair (Expenditure Accounts 301-400-8201-8209, 301-400-8201-8232, and 301-400-8201-8234) to cover the cost of either construction project option. An additional budget appropriation is not necessary. Both project options will result in significant recurring energy cost savings which would ultimately recover the cost of the project over a period of time. Please refer to the "Analysis" section of this staff report for more details.

**BACKGROUND:**

City Hall Building History and Use

City Hall is located in the heart of Downtown El Segundo at 350 Main Street. Please refer to Attachments 1 and 2 for Vicinity Map and Location Map. The current City Hall building consists of two buildings that were combined into one larger building of more than 27,900 square feet. The western portion of the building was built in 1954 and houses the City's general administrative and support functions, including: City Council Office, City Clerk's Office, City Treasurer's Office, City Manager's Office, City Attorney's Office, Finance Department, and Human Resources Department. This portion of the building also contains the City Council Chamber, public meeting rooms, computer equipment, audio-visual equipment, and other rooms.

## **City Hall Window Replacement Project Construction Contract Award**

**March 16, 2021**

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The eastern portion of the building was built in 1976 and houses the Public Works Department, Development Services Department, and Information Technology Department. This portion of the building also contains public meeting rooms and other uses.

City Hall houses the largest number of non-public safety employees (approximately 75 full-time and part-time employees). It is one of the most visited municipal office buildings in the City. During non-pandemic times, a wide array of residents and business professionals come into City Hall throughout each day to conduct transactions at the different City Hall counters and offices. It is important to note that City Hall also contains the City Council Chamber which is well-used by members of the public, serves as “The People’s House,” and functions as the community’s central gathering place for important public meetings and debates.

### Need to Replace City Hall Windows

There are several dozen exterior windows and doors at City Hall and nearly all of them are the original ones installed 45 to 67 years ago. These windows are single-pane and in very poor condition. Several are warped and faded. The exterior and interior window frames are weathered, have uneven surfaces, and contain lead paint that continues to peel off. Several windows do not shut completely. Most of the windows are also made of non-tempered glass. These windows have suffered years, actually decades, of neglect and deferred maintenance.

In addition, these windows are not energy efficient and were built with materials that are not allowed today. This results in greater consumption of utilities (electricity and natural gas) and recurring costs to the General Fund that would be reduced significantly with modern, dual pane windows. The lifespan for office windows built under current standards ranges from 20 to 40 years. The existing windows do not meet current building codes and are beyond their useful life. For years, this has created sub-par and unprofessional working conditions for employees and visitors alike. As a result, this situation has created health and safety risks for those whom work and conduct business at City Hall. By any measure, it is time for these windows to be replaced.

### General Fund Budget Appropriations to Replace City Hall Windows, Doors, and Security Improvements

On September 25, 2019, City Council approved \$625,000 to replace City Hall windows, doors, and security improvements as part of the adoption of the FY 2019-2020 Capital Improvement Program (CIP) Budget. Of this total, \$500,000 was dedicated to City Hall windows and \$125,000 was dedicated to City Hall security improvements (including exterior and interior doors). The initial City Hall security improvements were installed in late 2019 and early 2020. Due to the impact of COVID-19, the remaining security improvements were not pursued beyond the spring of 2020.



## City Hall Window Replacement Project Construction Contract Award

March 16, 2021

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Design work for the City Hall Windows Replacement Project commenced in January 2020 and staff was preparing to go to bid for the construction project in spring 2020. However, this was put on hold in April 2020 due to the uncertainty associated with COVID-19.

On September 15, 2020, City Council re-appropriated the remaining funding (\$450,000) for the City Hall Windows Replacement Project as part of the adopted FY 2020-2021 CIP Budget. The previously appropriated \$125,000 for the City Hall Security Improvements Project was also carried over from FY 2019-2020 into FY 2020-2021.

### Authorization to Solicit Construction Bids to Replace City Hall Windows

On December 15, 2020, City Council approved the engineering plans and specifications for the City Hall Windows Replacement Project and authorized staff to advertise for construction bids. Please refer to Attachment 3 for the project renderings as they appeared in the December 15, 2020 staff report.

### **DISCUSSION:**

#### Four Construction Bids

Following City Council direction on December 15, 2020, staff solicited construction bids for the City Hall Windows Replacement Project. On February 2, 2021, the City Clerk's Office received the following four construction bids (listed in order from low to high):

No.	Contractor	Office Location	Base Bid (Line item 1-8)	Alt. Bid item (Painting Concrete)	Total Bid
1	A.J. Fistes Corporation	Long Beach, CA	\$581,620	\$7,470	\$589,090
2	MMJ Contractors, Inc. (Non-responsive bid)	Hacienda Heights, CA	572,000	50,000	622,000
3	Cinbad Industry, Inc.	Chatsworth, CA	595,000	30,000	625,000
4	Harbor Coating and Restoration	Orange, CA	695,000	16,000	711,000

The four bids ranged from a low base bid of \$581,620 to \$695,000. When adding in the "concrete painting option," the total bids ranged from \$589,090 to \$711,000. When reviewing the four construction bids in detail, it was determined that the second lowest bid, MMJ Contractors, Inc. did not submit a complete construction bid (it was missing Addendum #1). As a result, this contractor's bid was rendered to be legally "non-responsive" and was removed from consideration.

## City Hall Window Replacement Project Construction Contract Award

March 16, 2021

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### Lowest Responsive Bid

The lowest responsive bid, for both the base bid or the total bid, was received by A.J. Fistes Corporation, headquartered in Long Beach, California. Staff checked this contractor's license status and references and learned that this company has successfully completed similar construction projects for other public agencies. This company's license is also in good standing.

The alternative bid was to paint the concrete on the exterior of the building and A.J. Fistes' bid for this item is \$7,470. Due to budget constraints, staff recommends not implementing the Alternative Bid at this time. However, it may be possible to consider adding this work at the completion of the base bid, if there are sufficient unspent funds left at the end of the project.

The following is a breakdown of the A.J. Fistes Corporation's construction bid:

No.	Work Item	Bid Price from A.J. Fistes (Apparent low bidder)
1	Windows – Mobilization, demolition of windows, procurement and installation of windows, painting of doors and windows frames, and finishes (drywall repair, ceramic tile, etc.)	\$511,420
2	Hazardous materials abatement	44,500
3	Interior Window Shades and related improvements	25,700
	TOTAL	\$581,620

The construction bid excluding the interior window shades is \$555,920. This is \$105,920 (or 24%) higher than the original engineer's 2019 cost estimate. The interior window shades were an "add on" to the project to take advantage of cost savings, as discussed below.

### Why 2021 Construction Bids Are Higher Than the Engineer's 2019 Cost Estimate

Staff analyzed all the bids provided to determine why the bid prices for the project were higher than the engineer's original estimate. As it turns out, window construction and installation costs increased sharply over the past year since the COVID-19 Pandemic hit in March 2020. Had the project not been delayed, the lowest responsive bid would have likely been within the original estimate. Since the delay of the project in April 2020, the cost of materials went up significantly (window glaze in particular has risen considerably). The main culprit is COVID-19. As noted below:

- The COVID-19 lockdown has prevented fabricators and contractors from performing their services in a timely and cost-effective manner.

## City Hall Window Replacement Project Construction Contract Award

March 16, 2021

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- Material prices have increased significantly due to raw material cost increases associated with limited availability and transportation issues.
- The US government's tariffs on imported construction materials has resulted in higher costs than originally anticipated.
- Normal trade crew sizes, supplies, and equipment have been limited during the lockdown, which has resulted in increased labor hours and costs.
- The engineer's estimate did not anticipate the level of hazardous materials abatement that would be necessary for this project. There is more of this material to remove than originally anticipated.

In addition, the engineer's estimate did not include the cost of installing interior window shades. At the time, it was anticipated that the window shades would be installed later. As it turns out, the contractor is able to install the window shades at a much more cost-effective price and at the same time as the offices are being disrupted for the exterior window construction work. Therefore, it is recommended that the window shades be installed at this time to minimize both disruption and cost.

### City Hall Windows Construction Options

In an effort to try to stay within the original 2019 project cost estimate, staff developed the following two options for City Council consideration:

#### **Option A – Original Project: Replace All City Hall Windows**

This option involves replacing all City Hall windows, removing hazardous materials, installing interior window shades, and completing related work (such as painting of doors and window frames) for a total construction cost \$581,620 (\$555,920 for windows replacement and \$25,700 for interior window shades).

Under this option, the original windows replacement project would provide a recurring energy savings ranging from \$48,000 to \$60,000 per year. The General Fund currently spends about \$240,000 per year for electricity and natural gas to support the City Hall building. As explained in more detail in the next section of this report, these savings will ultimately cover the cost of the construction project over a period of time.

#### **Option B – Revised Project: Replace Limited Number of City Hall Windows**

This option involves awarding the contract, and subsequently issuing a change order, to reduce the scope and cost by replacing a limited number of City Hall windows in order to stay within the original \$450,000 construction budget. This would likely not involve replacing windows on the east side of the building (facing Standard Street) and maybe

**City Hall Window Replacement Project Construction Contract Award**  
**March 16, 2021**  
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some of the basement windows (facing Holly Street). The replacement of these windows would be delayed until a future budget year as a separate project.

This work for Option B would be similar to Option A and include the cost of removing hazardous materials, installing interior window shades, and completing related work (such as painting of doors and window frames) for a total construction cost \$475,700 (\$450,000 for windows replacement and \$25,700 for interior window shades). Under this option, the recurring energy savings would range from \$36,000 to \$48,000 per year. As explained in more detail in the next section, these savings will ultimately cover the cost of the construction project over a period of time.

**ANALYSIS:**

City Hall Windows Replacement Project

**Project Budget:**

A total of \$500,000 was appropriated in the adopted FY 2019-2020 General Fund Capital Improvement Program (CIP) Budget for the City Hall Windows Replacement Project (\$50,000 for design and \$450,000 for construction). Design work for the City Hall Windows Replacement Project commenced in January 2020 and staff was preparing to go to bid for the construction project in spring 2020.

However, this project was put on hold in April 2020 due to the uncertainty of COVID-19. City Council did re-appropriate the \$450,000 in unspent construction funds as part of the adopted FY 2020-2021 General Fund CIP Budget. A total of \$62,300 was expended on City Hall Windows Replacement Project design services (\$12,300 over budget). This leaves \$436,700 in available funds for this project.

**Project Cost:**

Depending on which construction option is selected, the estimated total cost of this project is:

<u>Construction Item</u>	<u>Original Project (Option A)</u>	<u>Revised Project (Option B)</u>
Design	\$62,300	\$62,300
Construction	511,420	414,400
<u>Haz Materials Removal</u>	<u>44,500</u>	<u>35,600</u>
Exterior Const. Sub-Total:	555,920	450,000
<u>Interior Window Shades</u>	<u>25,700</u>	<u>25,700</u>
Total Project:	\$643,920	\$538,000

**City Hall Window Replacement Project Construction Contract Award**  
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**Project Cost Savings & Cost Recovery Time Frame:**

Depending on which construction option is selected, replacing the City Hall Windows will save the General Fund up to \$48,000 or \$60,000 per year in reduced utility expenditures (due to lower recurring electrical and natural gas costs). The estimated cost savings to the General Fund and Cost Recovery Time (using simple math without the addition of an annual inflator for future utility cost increases) are as follows:

<u>Project Option</u>	<u>Energy Savings</u>	<u>Energy Savings</u>	<u>Cost Recovery</u>
Original Project (Option A)	\$48,000 (20%)	\$60,000 (25%)	13.4 to 9.3 years
Revised Project (Option B)	\$36,000 (15%)	\$48,000 (20%)	14.9 to 11.2 years

If either option is approved, the General Fund’s utilities budget will be reduced to reflect the anticipated recurring savings of up to \$48,000 or \$60,000 per year starting with the FY 2021-2022 Budget. Over a five-year period, the non-compounded General Fund savings will range from \$240,000 to \$300,000. Over a ten-year period, the non-compounded savings will range from \$480,000 to \$600,000.

Note that if an annual cost inflator were used for future utility cost estimates, the aggregate cost savings would be greater, and the actual cost recovery period would be shorter. It is possible the full original project might have a cost recovery period of eight years or less. The revised project savings might have a cost recovery period of less than ten years.

City Hall Security Improvements Project

A total of \$125,000 was appropriated in the adopted FY 2019-2020 General Fund CIP Budget for City Hall Security Improvements (replacement of exterior doors, instillation of interior doors, and related security measures). Approximately \$40,000 was expended on the initial City Hall Security Improvements in early FY 2019-2020. In response to the impact of COVID-19, staff did not pursue the remaining security improvements beyond the spring of 2020.

Due to the national COVID-19 Pandemic Emergency Declaration, the Federal Emergency Management Agency (FEMA) will reimburse the City for these expenditures. This will result in the initial \$125,000 City Hall Security Improvements CIP Budget line-item remaining intact. These funds were carried over into FY 2020-2021 and are available to support the City Hall Windows Replacement Project.

Combined Budget – City Hall Windows Replacement & City Hall Security Improvements

As a result of the above-described actions, a total of \$625,000 was appropriated to be used for City Hall windows replacement and related security improvements. In addition, if needed, there is sufficient “Facilities Repair” line-item funds available. Consequently, there are sufficient funds available to cover the full cost of either option described above.

## **City Hall Window Replacement Project Construction Contract Award**

**March 16, 2021**

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### **ENVIRONMENTAL CONSIDERATION:**

Implementation of either option will result in reduced consumption of utilities (notably electricity and natural gas). Under the current conditions, large numbers of employees use separate space heaters and cooling fans throughout the year to compensate for the very poor levels of weather insulation from existing windows. By installing more energy efficient windows at this building, these heating and cooling devices will not be needed. City Hall's heating and air conditioning systems will become much more efficient and effective. From a broader environmental perspective, the City will be able to reduce its carbon footprint and "lead by example" to encourage other businesses and residents located in buildings or housing units with windows that are over 50 years old to do the same thing for the environment.

### **RECOMMENDATION:**

From a prudent financial management perspective, staff recommends authorization to execute Option A, the Original Project (Replace all City Hall Windows). This would provide the City the greatest return on investment and save the most money, especially if the City Hall building remains in place for a period of greater than five years.

Option B, the Revised Project (Replace a limited number of City Hall Windows), may represent a more cost-effective option if the City knew for certain that the City Hall building would be demolished within three to five years. Even still, staff would still not recommend this option for a variety of public health, safety, financial, legal, work productivity, employee retention and attraction, and other reasons.

### **NEXT STEPS:**

If City Council directs City Manager to implement one of the two options, contractor will commence work right away with an estimated substantial completion date of September 30, 2021. Awarding the contract at this time will allow construction work to take place during the spring and summer months and before the start of the next rainy season.

### **CITY STRATEGIC PLAN COMPLIANCE:**

**Goal 3: Develop as a Choice Employer and Workforce**

**Objective A:** El Segundo is a city employer of choice and consistently hires for the future, with a workforce that is inspired, world-class and engaged, demonstrating increasing stability and innovation.

**Goal 4: Develop and Maintain Quality Infrastructure and Technology**

**Objective A:** El Segundo's physical infrastructure supports an appealing, safe and effective community.

**City Hall Window Replacement Project Construction Contract Award**  
**March 16, 2021**  
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**PREPARED BY:** Cheryl Ebert, Senior Civil Engineer

**REVIEWED BY:** Elias Sassoon, Public Works Director

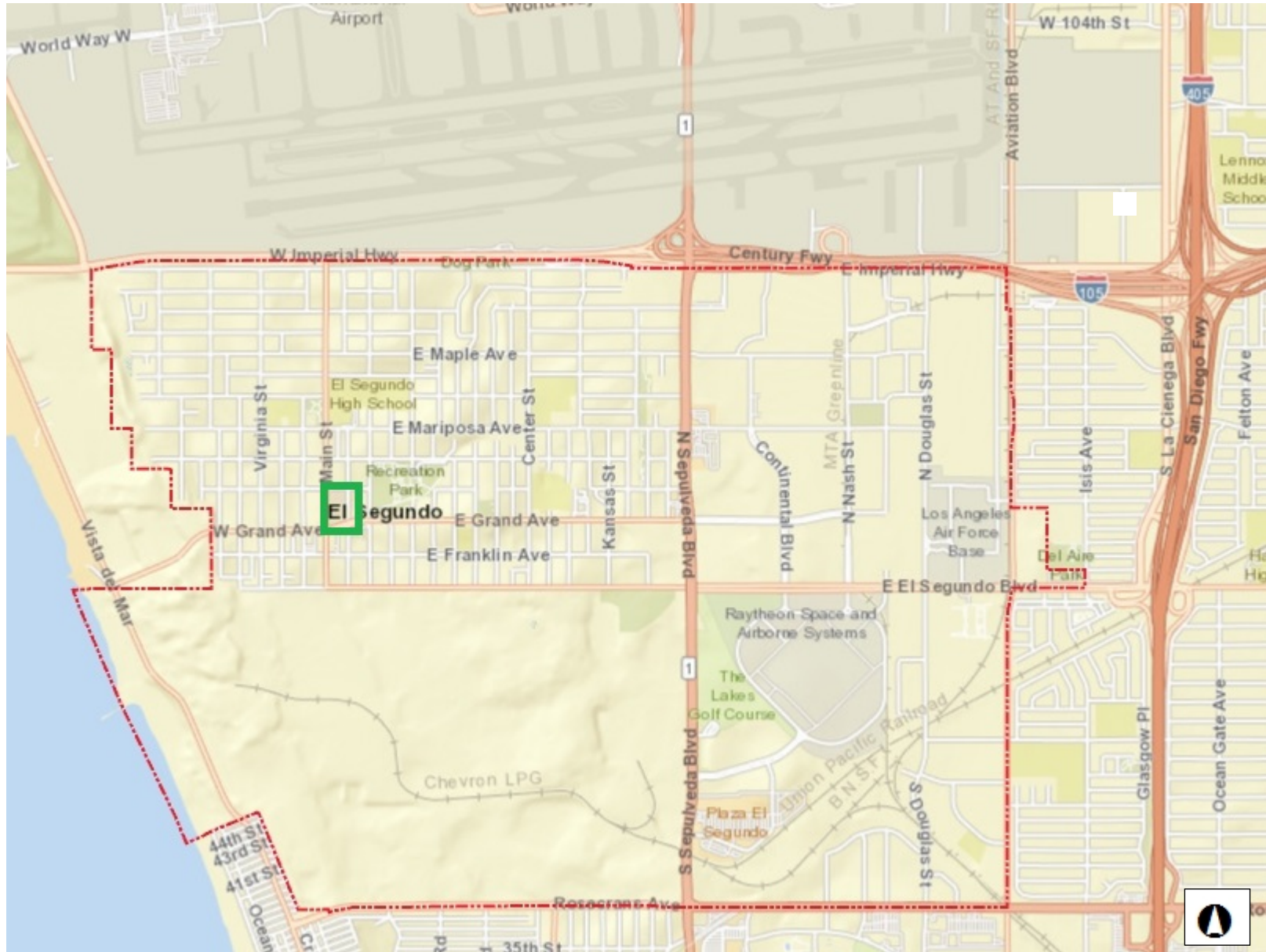
**APPROVED BY:** Scott Mitnick, City Manager *SM (for SM)*

**ATTACHED SUPPORTING DOCUMENTS:**

1. Vicinity Map
2. Location Map
3. Project Rendering



# PW 21-04, City Hall Window Replacement Vicinity Map



6,018.7 0 3,009.33 6,018.7 Feet

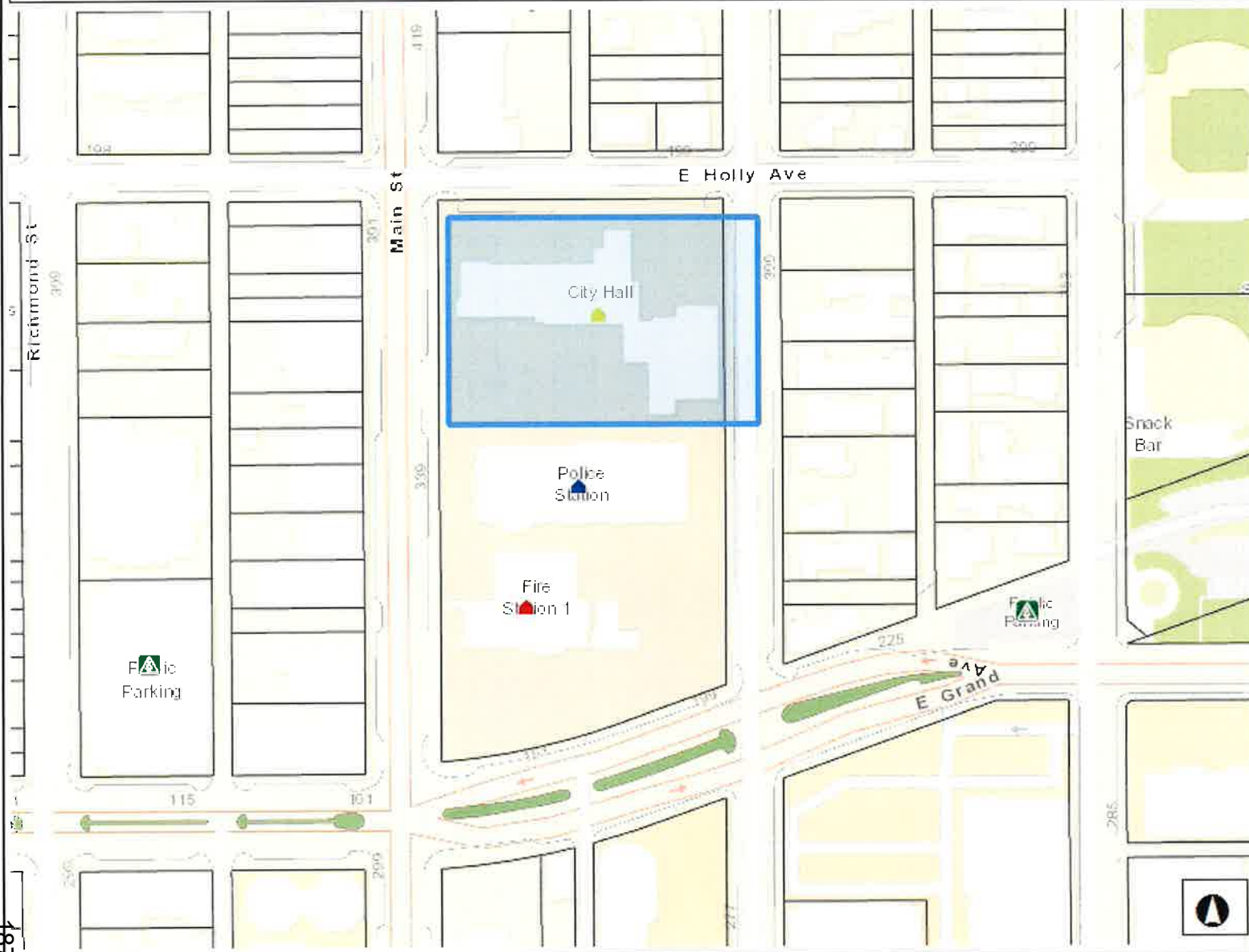
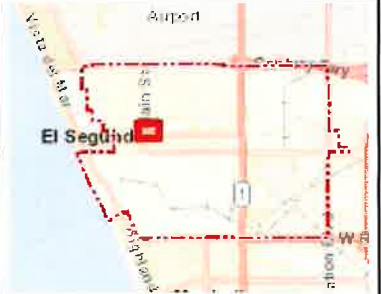
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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





# PW 21-04 City Hall Window Replacement Location Map



### Legend

**Points of Interest**

- Other Facilities
- Facility, City Hall
- Facility, Fire Station 1; Facility, Fire
- Facility, Police Station
- Hotels
- Parks
- Schools

Parcels

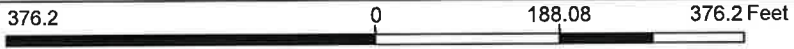
Medians

Curbs

City Boundary

World Street Map

### Notes



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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



3D-LOOKING NORTH-EAST



3D-LOOKING NORTH



3D-LOOKING SOUTH-EAST

**TITLE:**

El Segundo Senior Housing Board Corporation Update on Park Vista Senior Housing facility located at 615 East Holly Avenue

**RECOMMENDATION:**

Receive and file.

**FISCAL IMPACT:**

None.

**BACKGROUND AND DISCUSSION:**

El Segundo Senior Housing Board Corporation is currently comprised of three members (President Paul Lanyi, Paula Rotolo, and Jim Lata). The Board meets monthly, providing oversight of the City's Park Vista senior housing facility.

It has been the Board's practice to annually provide City Council a presentation on the status of Park Vista. The Board intends to inform Council of major decisions made in 2020; make Council aware of any foreseeable challenges arising in the future; and seek direction regarding rental rates for new, incoming tenants.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Enhance Customer Service, Engagement, and Communication

Objective 1a: El Segundo provides unparalleled service to internal and external customers.

**PREPARED BY:** Eduardo Schonborn, Principal Planner

**REVIEWED BY:** Sam Lee, Development Services Director

**APPROVED BY:** Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

None.

**TITLE:**

Presentation of Investment Portfolio Report for December, 2020.

**RECOMMENDATION:**

Receive and file.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Treasury Department provides an Investment Portfolio Report presentation to City Council on a quarterly basis. The report includes the status of Treasury investment activities and related economic indicators as of December, 2020.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

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

**PREPARED BY:** Matthew Robinson, City Treasurer

**REVIEWED BY:** Dino Marsocci, Deputy City Treasurer II

**APPROVED BY:** Scott Mitnick, City Manager *BY for SM*

**ATTACHED SUPPORTING DOCUMENTS:**

Investment Portfolio Report – December, 2020



# *City of El Segundo*

## *Office of the City Treasurer*

Date: March 16<sup>th</sup>, 2020

From: Office of the City Treasurer

To: El Segundo City Council

RE: Investment Portfolio Report – As of December 31, 2020

### **Introduction:**

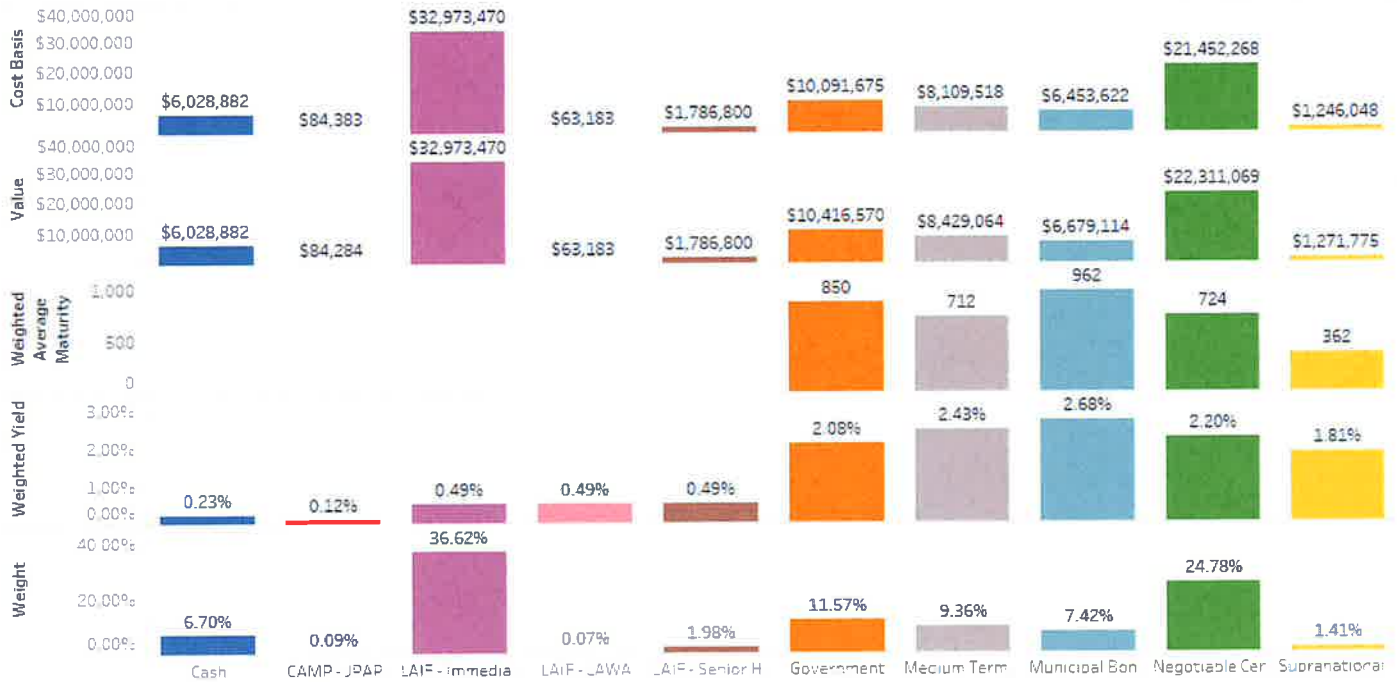
This report will serve as a summary for the City of El Segundo's Treasury Department investment reporting, compliance, investment environment and future plans; as well as subsidiary schedules which will support the Portfolio Summary and provide additional analysis of our investments.

**Investment Summary:**

The investments as of December 31<sup>st</sup>, 2020 are as follows:

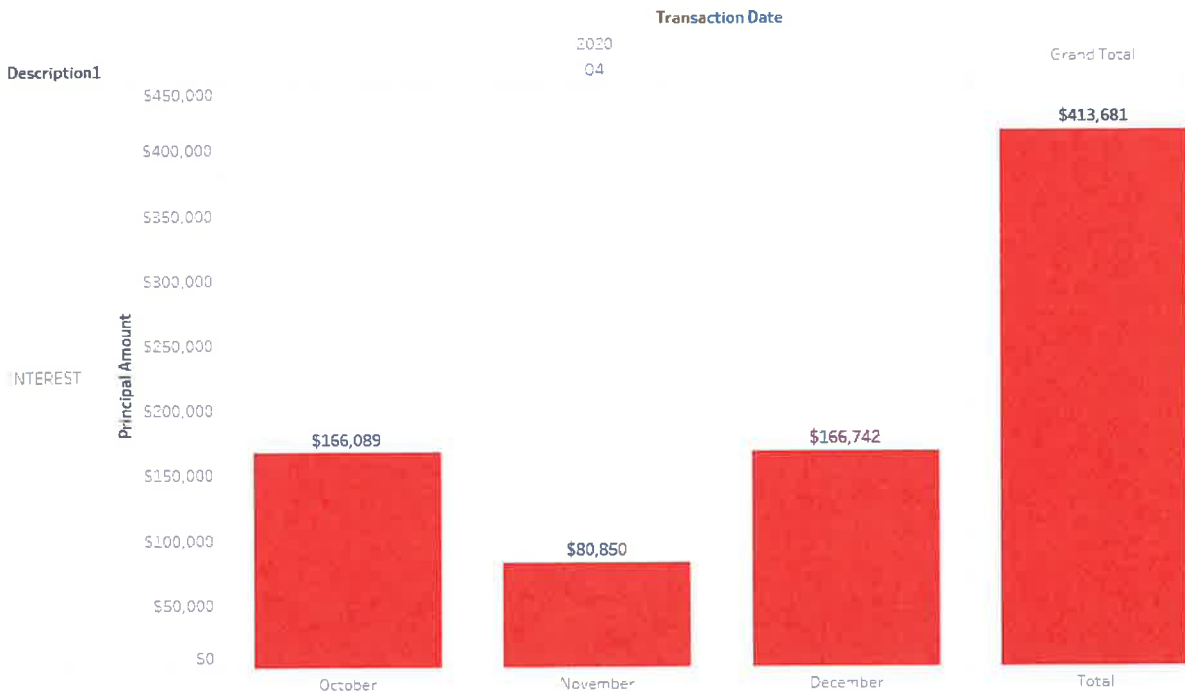
# Portfolio Summary

December 31, 2020



The interest income received during the period was:

# Interest Received



\* Note: the monthly fluctuation is because interest on most bonds is paid semi-annually, with LAIF paid quarterly, and some investments paid monthly.

**Compliance:**

It is the intention of the City Treasurer’s office to ensure that our investments are in compliance with the maturity time limits and percentage allocation limits with all of our investments. The City is currently in compliance as demonstrated below:

**Partial List of Allowable Security Type Limits**

Security Type	% Maximum	Compliance?	
CAMP - JPAP	30%	Y	0.09%
Cash	None	Y	6.70%
Government	None	Y	11.57%
LAIF - Immediate	None	Y	36.62%
LAIF - LAWA	None	Y	0.07%
LAIF - Senior Housing	None	Y	1.98%
Medium Term Notes	15%	Y	9.36%
Municipal Bonds	10%	Y	7.42%
Negotiable Certificates of Deposit	30%	Y	24.78%
Supranational Obligations	10%	Y	1.41%

City of El Segundo - Treasury Department				
Continuing Education Tracking - As of December 31, 2020				
	Requirement	YTD Hours	Excess/(Deficit)	Notes
Treasurer	5.00	5.00	-	CMTA/CDIAC Webinars
Deputy City Treasurer II	5.00	6.00	1.00	CMTA/GIOA/GFOA Webinars
Deputy City Treasurer I	5.00	15.00	10.00	CMTA/GIOA/GFOA + Webinars



# Rating Compliance

December 31, 2020

Security Type	Issuer	S&P Rating <sup>1</sup>	Maximum % of Portfolio	
Medium Term Notes	AMAZON COM INC	AA-	3%	0.577%
	APPLE INC NT	AA+	3%	0.582%
	BANK OF NY MELLON	A	3%	0.558%
	BERKSHIRE HATHAWAY	AA	3%	0.583%
	CATERPILLAR FINL SVC	A	3%	0.572%
	COCA COLA CO SR NT	A+	3%	0.582%
	ESTEE LAUDER COS INC	A+	3%	0.587%
	JOHNS HOPKINS HLTH	AA-	3%	0.168%
	NEW YORK LIFE 144A	AA+	3%	0.571%
	ORACLE CORP	A	3%	0.584%
	ORACLE CORP SR NT	A	3%	0.561%
	PACCAR FINL CORP SR	A+	3%	0.561%
	TOYOTA MOTOR CR BDS	A+	3%	0.576%
	UNITED PARCEL SERVIC	A-	3%	0.589%
	WAL-MART STORES INC	AA	3%	0.578%
	WELLS FARGO & CO	BBB+	3%	1.132%
Municipal Bonds	CONNECTICUT	A	5%	1.200%
	CONNECTICUT ST	A	5%	0.575%
	GOODRICH MICH AREA	AA	5%	0.350%
	HOUSTON TEX	AA	5%	1.161%
	LA QUINTA CALIF REDE	AA-	5%	1.154%
	LAS VEGAS NEV	AA	5%	0.628%
	NEW YORK N Y	AA	5%	1.164%
	OREGON ST DEPT ADMIN	AAA	5%	0.595%
TULSA CNTY OKLA INDP	N/A	5%	0.591%	
Supranational Obligations	IADB GLOBAL MT	N/A	3%	0.559%
	INTER-AMERICAN DEVEL	AAA	3%	0.853%

## **Investment Environment:**

During the fourth quarter of 2020, the 0-1 year maturities flattened out, the 3-year remained somewhat constant, while the 5-year steepened substantially. The FOMC cut the Federal Funds Rate to 0.00-0.25%, earlier this year. At this time the forecast is that the Fed will address changes to the rate as necessary over the next few years, but expect rates to remain low.

The visualizations below reflect the US treasury yield curve. Per CDIAC restrictions, we are not allowed to invest in any securities with maturity of greater than 5 years, so we have only presented relevant maturity ranges.

# U.S. Treasury Yield Curve



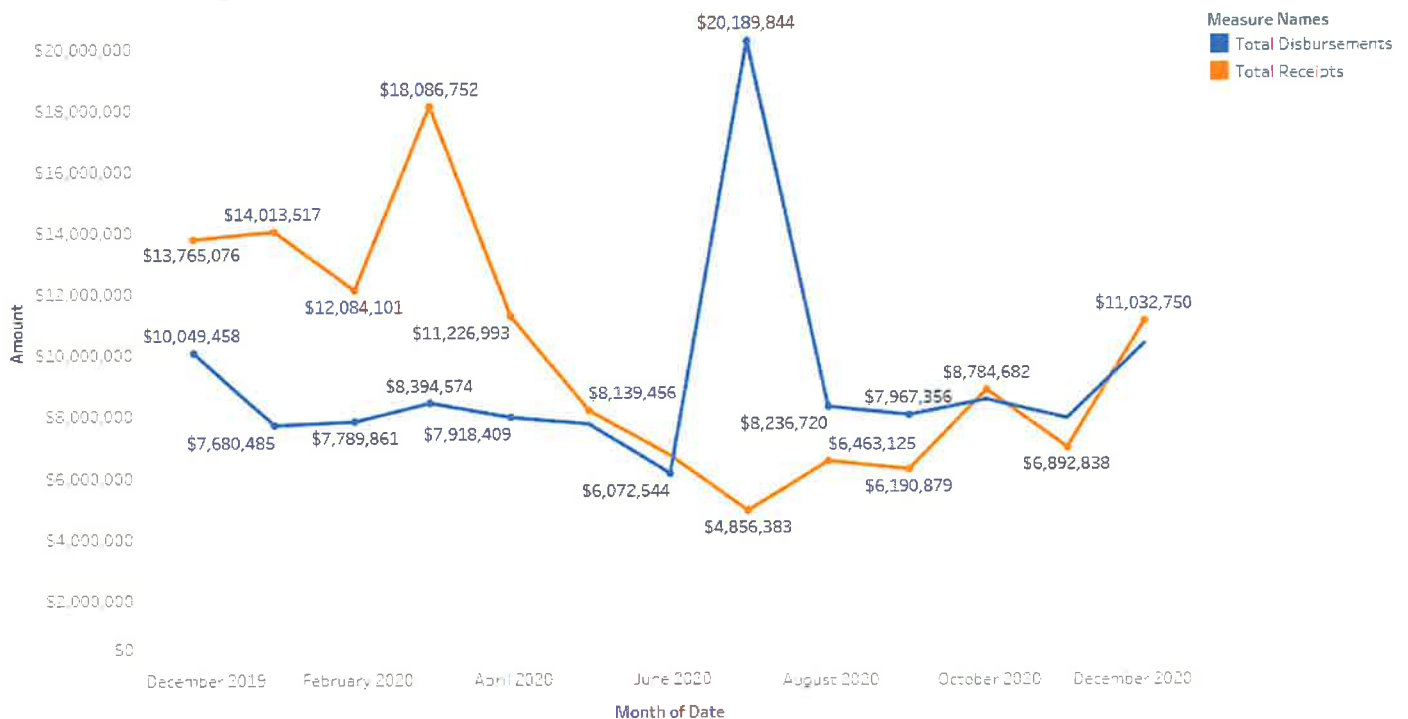
Source: <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield>

## Cash Flow Analysis:

The chart below shows our aggregate receipts and disbursements for the last 13 months. We can see that the majority of our funds are received in the second quarter of the fiscal year, January thru March, primarily due to Business License Renewals, the annual Chevron Payment, and to a lesser extent Sales and UUT taxes.

Some of the larger disbursements occur in the third and fourth quarters of the fiscal year. During Q3, April to June, we have a significant payment to CalPers for our Other Post-Employment Benefits, and in Q4, July- September, a payment to ICRMA for our citywide insurance premiums, a large payment to CalPers for the pension Unfunded Accrued Liability, and a large infrastructure payment for roadwork which was completed several years ago.

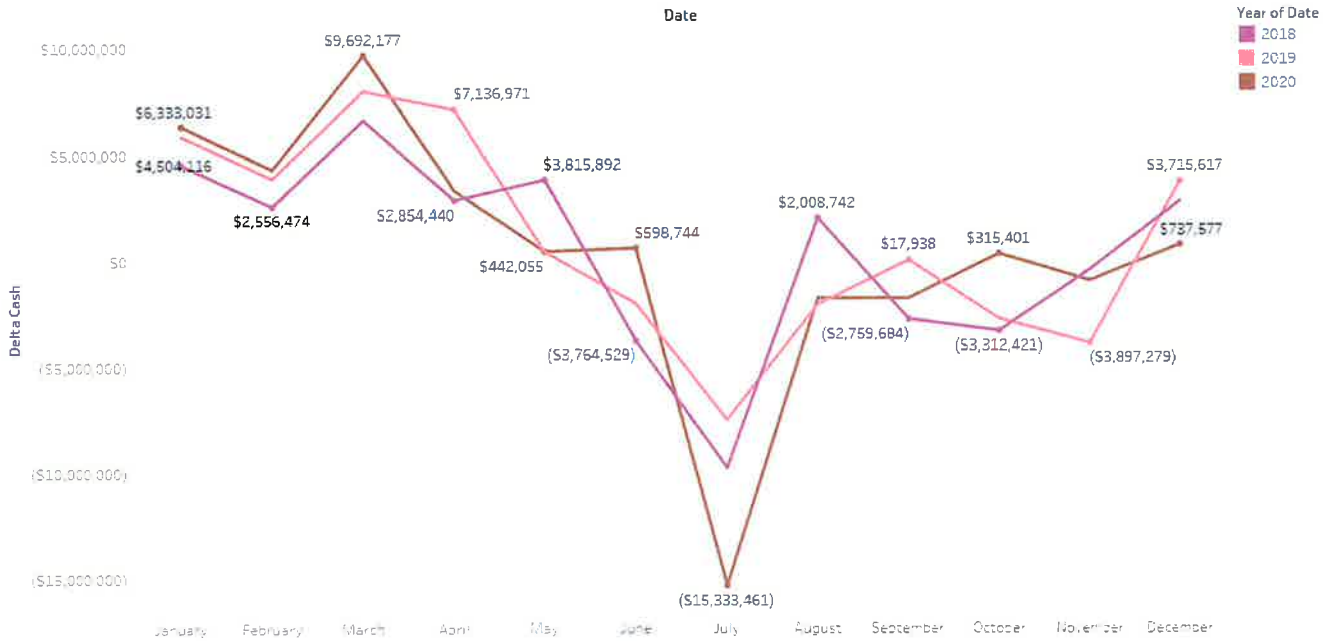
# Rolling 13-Month Cash Flow Analysis



This chart shows the net change in Cash as related to the Cash Flow Analysis above. We've added the prior year to highlight any abnormalities.

Our investments will be purchased with the liquidity relative to our cash flow needs.

## Rolling 13-Month Net Cash Flow Analysis



### Additional Economic Indicators:

The Economic Indicators presented below are key items that the Federal Reserve will look at in deciding whether or not to change interest rates going forward.

The GDP, or Gross Domestic Product, represents the market value of all goods and services produced by the economy during the period measured, including personal consumption, government purchases, private inventories, paid-in construction costs and the foreign trade balance (exports are added, imports are subtracted). This is a key indicator the Federal Reserve will look at when deciding on interest rate changes. The target level for GDP is in the 2.5% to 3.5% range.

The Unemployment Rate shows the percentage of the labor force that is unemployed but seeking work. The target level for Unemployment is around 5.6%.

The PCE Inflation is the Personal Consumption Expenditures rate of inflation. This index is essentially a measure of goods and services targeted toward individuals and consumed by individuals. The long term inflation target is around 2% per year. Core PCE Inflation excludes items such as food and energy due to the nature of their potential price swings.

## Unemployment

# Unemployment vs Inflation



Source: <http://data.bls.gov/cgi-bin/surveymost?bls>

## Inflation:

# 5-Year Breakeven Inflation Prediction



Source: <http://www.usinflationcalculator.com/inflation/current-inflation-rates/>

**Investment Strategy:**

It is the City and City Treasurer's policy to invest funds in accordance with the Investment Policy and to meet all legal requirements regarding the safeguarding of funds.

The COVID-19 pandemic has introduced an air of uncertainty around the city's current and future financial health. In order to accommodate any unanticipated shortfalls, we have temporarily increased our appetite for short-term liquidity. Due to the flat shape of the US treasury curve, as well as the historically low level of the curve, this is not something that we envision will impact our ability to generate yield from the overall portfolio.

In the second half of 2020 and as expected, we've seen the yield on LAIF (typically lags current yields by 6-8 months) decrease substantially. Although still very favorable from a risk-adjusted to return perspective to its alternatives, we know this can't hold for much longer. Staff will be monitoring our liquidity needs in the coming months, and anticipate filling in the holes in our ladder as opportunities present themselves.

Our cash balances at Chase *effectively* earn us 45bps if matched against our monthly banking fees, and the required average balance to offset such fees at 45bps is about \$12M. Therefore, we are seeing this as a viable temporary alternative to LAIF as an option having immediate liquidity.

The Portfolio Summary for the month is included as an attachment to this report.

**Additional Notes:**

The City has funds of \$1,786,800.19 which belong to the El Segundo Senior Citizens Housing Fund and is now shown as its own LAIF balance. The applicable interest for this account is posted quarterly in the same manner as the regular City LAIF interest posting. We also have funds of \$63,183.01 included in the City's LAIF balances for LAWA RSI interest earned related to the prior program (Los Angeles World Airports Residential Sound Insulation).

The City of El Segundo utilizes the following Brokers/Dealers to conduct investment trades:

Cantor Fitzgerald & Co.

CastleOak Securities, L.P.

Higgins Capital Management, Inc.

Multi-Bank Securities, Inc.

Mutual Securities, Inc.

Vining Sparks IBG, L.P.

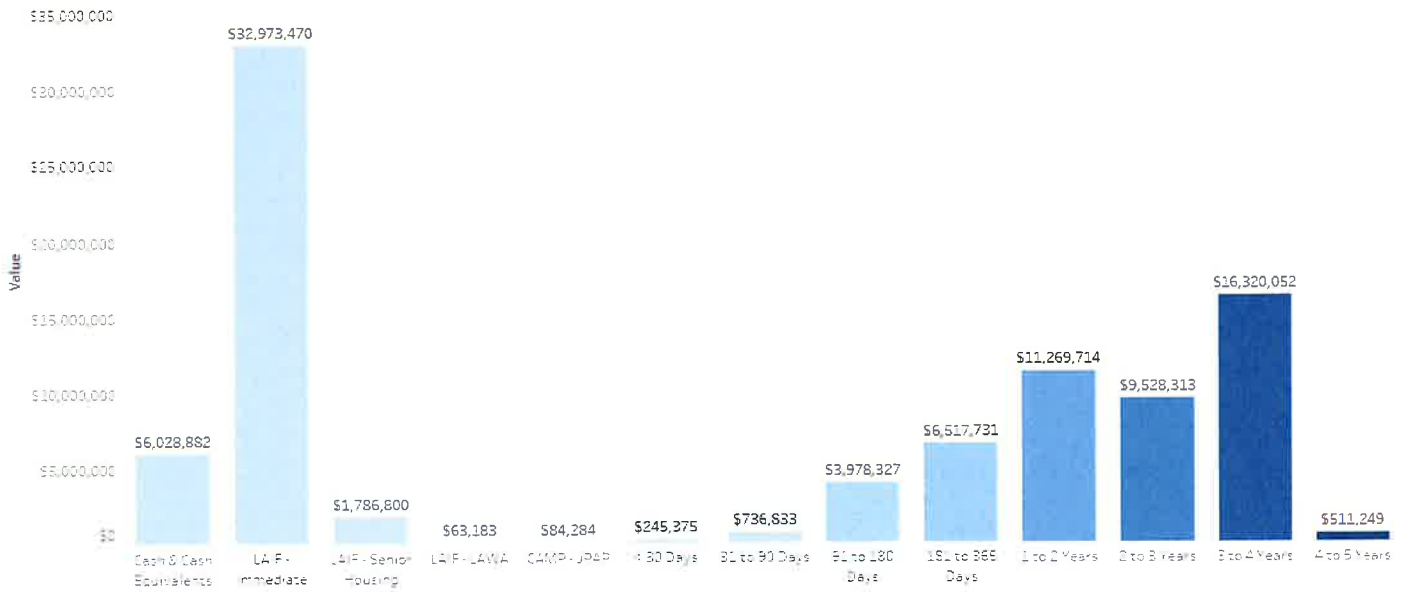
Wells Fargo Securities, LLC

Piper Jaffray & Co.

Great Pacific Securities

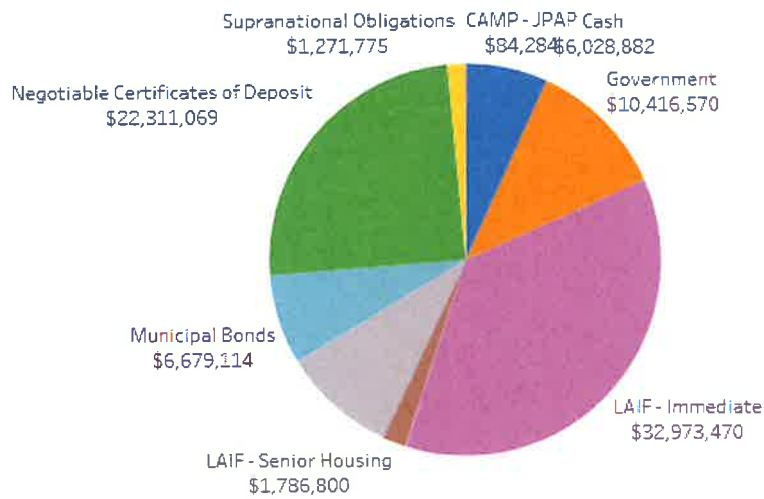
# Investments by Maturity Date

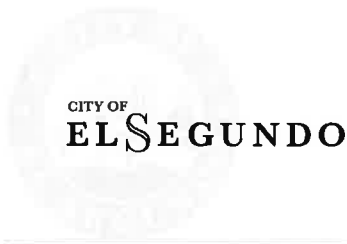
December 31, 2020



# Investments by Security Type

December 31, 2020





## City Council Agenda Statement

Meeting Date: March 16, 2021

Agenda Heading: Ad-hoc Pension Committee Report

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### **TITLE:**

Proposed Unfunded Actuarial Liability Policy

### **RECOMMENDATION:**

Adopt proposed Unfunded Actuarial Liability Policy providing guidance to address any potential future unfunded liabilities in the City's CalPERS employee pension portfolio.

### **FISCAL IMPACT:**

There is no direct fiscal impact associated with the action of approving the proposed Unfunded Actuarial Liability (UAL) Policy. However, if future UAL should arise, having a formal UAL Policy in place will potentially provide substantial savings to the City's General Fund, and other applicable funds, in the event new UAL is added from CalPERS. Future year savings may be substantial.

### **BACKGROUND:**

The City provides retirement benefits to its employees by contracting with the California Public Employees' Retirement System (CalPERS). CalPERS offers a defined benefit plan where retirement benefits are based on a formula, rather than contributions and earnings to a savings plan. Retirement benefit formulas are calculated based on an employee's years of service credit, age at retirement, and final compensation. This is determined primarily by an employee's average salary, excluding overtime, for a defined period of employment. Retirement formulas for employee groups vary based on classification ("Miscellaneous" for non-sworn employees and "Safety" for sworn police and fire employees), and by date of entering CalPERS membership ("Classic" employees for those hired by a CalPERS agency prior to January 1, 2013 and "PEPRA" employees for those hired by a CalPERS agency on or after January 1, 2013).

Retirement benefits are funded by contributions from both employees and their employer (which represents the "normal" annual service costs), as well as investment earnings. CalPERS invests contribution payments with the goal of earning sufficient returns over the long-term to pay defined benefits as promised and cover CalPERS expenses. When investment earnings do not meet expectations over extended periods, the funded status of the entire retirement system is at risk with all member agencies sharing the burden.

CalPERS actuaries perform annual evaluations of the plan to determine the accrued actuarial liability (i.e., defined benefits that will be owed in the future to all active employees, as well as existing retirees) for each member agency. The accrued actuarial liability is determined by discounting future benefits payable using a rate equal to the



expected long-term earnings rate of CalPERS investments (also referred to as the “discount rate”), which is set at currently at 7%.

The discount rate signifies CalPERS' assumed return on investments and is used by CalPERS actuaries to calculate the UAL. In the event CalPERS further reduces the current discount rate, all agencies in CalPERS will be impacted by a one-time adjustment which will result in higher liabilities and, consequently, additional required payment contributions on those liabilities. However, going forward, a lower discount rate will bring greater long-term stability and certainty to the CalPERS investment portfolio.

The funded status of the plan is determined by the difference between the accumulated financial assets of the plan (fiduciary position) and the accrued actuarial liability. If the fiduciary position is less than the accrued actuarial liability, the plan is underfunded, and an UAL exists. The UAL is pension debt the City owes to CalPERS on behalf of both existing retirees and active employees. Employers (e.g., cities) have the responsibility to pay down their UAL by increasing contributions to CalPERS since the accrued benefits earned by both existing retirees and active employees may not be reduced per California law.

#### **DISCUSSION:**

The Ad Hoc City Council Pension Committee (Mayor Pro Tem Chris Pimentel and Councilmember Scot Nicol) are proposing an UAL Policy to provide guidance on the development and adoption of a funding plan for all Unfunded Accrued Liabilities that are calculated annually by CALPERS, or for unfunded accrued liabilities remaining immediately after the issuance of a Pension Obligation Bond. This funding policy should also support the decision-making process of City Council and should be consistent with the overall purpose and goals of the City's pension plan. The proposed UAL Policy recognizes that it is fiscally prudent to do the following:

- Maintain the City's sound financial position
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenditures
- Protect the City's creditworthiness
- Ensure that all pension funding decisions are structured to protect both current and future taxpayers, ratepayers, and residents of the City
- Ensure that City debt is consistent with City's strategic planning goals, objectives, capital improvement program, and operating budget

**ANALYSIS:**

A primary goal of funding defined benefit pension plans is to ensure that sufficient assets will be accumulated to deliver promised benefits when they come due and to protect pension benefits in situations that involve employer insolvency or bankruptcy. Establishing sound funding guidelines promotes pension benefit security. The City's overall objective is to fund CALPERS pension plan near 100% of the total actuary liability and no less than 80%, whenever possible.

The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels, and employing prudent practices in governance, management, budget administration, and financial reporting. This proposed policy is intended to make all relevant information readily available to decision-makers, City employees, and members of the public to improve the quality of decisions, identify policy goals, and demonstrate a commitment to sound, long-term financial planning. Adherence to this proposed policy signals to rating agencies and capital markets that the City is well-managed and able to meet its financial obligations in a timely manner.

The purpose of the funding policy is to establish a framework for funding the City of El Segundo's defined benefit pension plan, taking into account factors that are relevant to the plan and the City. These factors include:

- Financial position of the City
- Provide transparency to the cost of City service
- Stability of the plan and/or the affordability of the annual contributions
- Benefit security
- Terms of CALPERS contract for El Segundo, along with any related collective bargaining agreements, which includes employees paying their full pension share
- Minimum funding requirements under State Law

There are several advantages to developing a funding policy to address an unfunded accrued liability. These advantages include the following:

- Provides framework to ensure proper management of future liabilities and to minimize effects on operations. Adoption of a funding policy will ensure a disciplined decision-making process, which will contribute to better predictability in funding.

- Having a written summary of the funding policy that is accessible to employees and the public will help improve transparency of funding decisions and increase the understanding of pension funding issues.
- The exercise of developing this funding policy improves the identification, understanding, and management of the risk factors that affect the variability of funding requirements and the security of benefits to the employees and retirees.

**NEXT STEPS:**

If City Council approves the UAL Policy on March 16, 2021, the policy becomes effective immediately. This policy will be used as a reference when developing the City's annual budget. The UAL Policy should be reviewed on an annual basis, during the strategic planning session or the budget study session, to ensure compliance and if there needs to be any updates to the policy.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

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

**ORIGINATED BY:** Joseph Lillio, Chief Financial Officer

**REVIEWED BY:** Barbara Voss, Deputy City Manager

**APPROVED BY:** Scott Mitnick, City Manager

*DM for SL*  


**ATTACHED SUPPORTING DOCUMENTS:**

Proposed UAL Policy

**City of El Segundo**  
**Unfunded Actuarial Liability Policy**

**Purpose**

The purpose of this Unfunded Actuarial Liability Policy is to provide guidance on the development and adoption of a funding plan for any Unfunded Actuarial Liabilities (UAL) that are calculated annually by CALPERS, or for any UAL remaining immediately after the issuance of a Pension Obligation Bond. This funding policy should also support the decision making process of the City Council and should be consistent with the overall purpose and goals of the City of El Segundo's pension plan.

The City recognizes that a fiscally prudent policy should:

- Maintain the City's sound financial position
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenditures
- Protect the City's creditworthiness
- Ensure that all pension funding decisions are structured to protect both current and future taxpayers, ratepayers and residents of the City
- Ensure that City debt is consistent with City's strategic planning goals, objectives, capital improvement program, and operating budget

**Background**

A primary goal of funding defined benefit pension plans is to ensure that sufficient assets will be accumulated to deliver promised benefits when they come due and to protect pension benefits in situations that involve employer insolvency or bankruptcy. Establishing sound funding guidelines promotes pension benefit security. The City's overall objective is to fund CALPERS pension plan near 100% of the total actuary liability and no less than 80%, whenever possible.

The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels, and employing prudent practices in governance, management, budget administration, and financial reporting. This proposed policy is intended to make all relevant information readily available to decision-makers, City employees, and members of the public to improve the quality of decisions, identify policy goals, and demonstrate a commitment to sound, long-term financial planning.

Adherence to this proposed policy signals to rating agencies and capital markets that the City is well-managed and able to meet its financial obligations in a timely manner.

The purpose of the funding policy is to establish a framework for funding the City of El Segundo's defined benefit pension plan, taking into account factors that are relevant to the plan and the City. These factors include:

- Financial position of the City
- Provide transparency to the cost of City service
- Stability of the plan and/or the affordability of the annual contributions
- Benefit security
- Terms of CALPERS contract for El Segundo, along with any related collective bargaining agreements, which includes employees paying their full pension share
- Minimum funding requirements under State Law

There are several advantages to developing a funding policy to address an unfunded actuarial liability. These advantages include the following:

- Provides framework to ensure proper management of future liabilities and to minimize effects on operations. Adoption of a funding policy will ensure a disciplined decision-making process, which will contribute to better predictability in funding.
- Having a written summary of the funding policy that is accessible to employees and the public will help improve transparency of funding decisions and increase the understanding of pension funding issues.
- The exercise of developing this funding policy improves the identification, understanding, and management of the risk factors that affect the variability of funding requirements and the security of benefits to the employees and retirees.

### **Remaining Unfunded Actuarial Liability**

The City is in the process of considering a pension obligation bond that would generate bond proceeds to deposit with CALPERS up to an amount equal to 100% of the unfunded actuarial liabilities based on the latest actuarial valuation information available to the City. After the deposit of bond proceeds to CALPERS, the City may or may not have a remaining unfunded actuarial liability still owed to CALPERS.

If the City issues a pension obligation bond for less than the full 100% of the unfunded actuarial liability, any remaining unfunded actuarial liability will be accounted for separately, for the purposes of this Policy, from any new increase in the unfunded liability resulting from the annual actuarial valuation report changes.

The City will create a payoff/funding plan that will address this remaining unfunded liability immediately after the issuance of the pension obligation bond. The remaining unfunded liability will be paid off or fully funded within a twenty-year period, and with a focus to fully fund in under twenty years.

**New Unfunded Actuarial Liability**

Every year, CALPERS completes a new actuarial valuation report based on the CalPERS fiscal year-end, June 30, and recalculates the City of El Segundo’s pension liability as of the new valuation date. The annual report is released to member cities by early August. If the value of the funded assets is not equivalent to this new liability amount, the City will incur a new unfunded liability at that point in time. The unfunded actuarial liability may increase or decrease from year to year, due to the following factors:

- Changes in actuarial assumptions and experience changes (e.g., changes in the discount rate, changes in demographic experience, etc.)
- Changes in actuarial gains or losses due to asset returns being higher or lower than the expected rate of return (currently set at 7%) at June 30 each year
- Changes in plan benefits

Due to the possibility of a new pension liability developing, the City of El Segundo desires to create a policy to immediately address any new pension liabilities, or amortization bases, that arise. Any new increase or decrease in the liability resulting from the annual actuarial valuation is identified as a separate line item, or amortization base, on the annual CALPERS actuarial valuation report. The table below lays out the parameters for paying off/funding the unfunded actuarial liability in a designated amount of time, based on the amount of the liability, as follows:

New Unfunded Actuarial Liability	Payoff/Funding Time Period
\$0-\$5,000,000	Within 1 to 5 Years
\$5,000,001-\$10,000,000	Within 6 to 10 Years
\$10,000,001-\$15,000,000	Within 11 to 15 Years
Over \$15,000,001	Within 16 to 20 Years

Each year, when the City is provided with the annual valuation report from CALPERS, staff will present to the City Council, as part of the Mid-Year Budget Report, the following:

- The dollar amount of the new liability (new amortization base)
- The number of years that staff is recommending to pay off/fund the liability

- The dollar amount of the annual contribution to be made
- The funding source(s) of the payments
- The short-term and long-term financial impacts on the City's General Fund reserve balance

When a new amortization base results in a credit balance, the credit will be applied, first, to any negative bases during the same period and, secondly, against any prior year bases until the credit is fully exhausted. The remaining outstanding liability will then be recalculated and a new payoff schedule and annual contribution will be determined based on the payoff schedule above. New amortization repayment schedules will be kept within 20 years to help maximize long-term savings.

### **Prepayment Options**

At the beginning of each fiscal year, the City analyzes the costs/benefits of prepaying amounts due CALPERS during that fiscal year. The City strives to continue taking advantage of any prepayment discount that is afforded by CALPERS.

### **Funding Levels**

The City's target funding level will be near 100% of the UAL. The City will strive to achieve this funding level through debt refinancing, allocation of reserves, and/or cost containment measures. The total funding amount will be a combination of the amount on deposit with CALPERS, the funds deposited in the City's Section 115 trust, and any funds reserved by the City that are designated for pension liabilities.

### **Funding Options**

Funding options for the remaining UAL and/or any new UAL may include the use of a Section 115 Trust and/or allocating fund reserves from any allowable fund within the City.

### **Section 115 Trust**

A Section 115 Trust was established in 2017 to transfer funds to a trust to ensure that these funds will only be used for pension related costs. The trust assets can be accessed to pay CALPERS at any time to reduce volatility and offset unexpected pension rate increases. The trust will have funds deposited into it at the discretion of the City Council, based on recommendations made by City staff during the annual budget adoption process. For the calculation of funding levels, monies put in this trust will be treated the same as putting monies on deposit with CALPERS.

### **Additional Discretionary Payments**

Additional Discretionary Payments may be deposited with CALPERS at any time. After completion of the annual audit, all discretionary fund reserve balances will be reviewed by City staff. Based on any budgetary constraints at that time, a determination may be made that it is in the best interest of the City to use any available reserves or one-time savings from the prior fiscal year to make additional discretionary payments. Additional

discretionary payments could be deposited with CALPERS, or invested in the City's Section 115 trust.

Any savings realized from the issuance of the 2021 pension obligation bond, as determined by comparing the pension obligation bond level debt service and fiscal year 2020-2021 CALPERS actuarial determined contributions, will be allocated as follows: 30%-60% of the savings will be used to offset any future unfunded actuarial liability that arise and 40%-70% of the savings will be used to offset General Fund operational costs. The POB savings should be invested in the section 115 Pension Trust or towards an additional discretionary payment to CalPERS until such time the UAL is funded at 95% or more, or has an actuarial value of \$5 million or less. Also, the maximum recommended funding level for the Section 115 Pension Trust should not exceed 100% of the UAL and/or an amount not to exceed the City-wide ongoing annual Normal Pension costs for a period of five (5) years.

Each year during the budget process, a recommendation for the precise savings allocation for the next fiscal year will be determined based on CALPERS latest year-end investment return. If CALPERS fiscal year-end investment return is below its benchmark, the City will allocate a higher portion of savings to fund future unfunded actuarial liability costs. Alternatively, if CALPERS fiscal year-end investment return is higher than its benchmark, then the City may allocate more of the budgetary savings to offset General Fund operational costs.

### **Consideration of Future Pension Benefits**

The issuance of a pension obligation bond may result in the funding of the City's pension plan with CALPERS up to, and even in excess of 100% of the plan assets necessary to pay all pension liabilities. Even though this situation may occur, the City is still obligated to make annual debt service payments on the bonds. These payments are in lieu of annual unfunded actuarial liability payments that the City would have made to CALPERS.

To the extent that the City is making any annual debt service payments on an issued pension obligation bond, it is fiscally responsible for the City **to not offer** any enhanced pension benefits to the City employees. This will allow the City to focus its financial resources on the current pension obligations due the bondholders and/or CALPERS.

Any new ongoing General Fund revenue source (a new tax or fee that did not exist previously) identified in subsequent fiscal years **should not** be allocated towards enhanced pension benefits. All new ongoing revenue sources should be dedicated (up to 50%) towards pension debt service, paying down new UAL with CalPERS, or funding the section 115 Pension Trust.

### **Annual Policy Review**

The UAL Policy should be reviewed on an annual basis, during the strategic planning session or the budget study session, to ensure compliance and if there needs to be any updates to the policy.