



# AGENDA

EL SEGUNDO CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JULY 2, 2024

4:00 PM CLOSED SESSION  
6:00 PM OPEN SESSION

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

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

Tracy Weaver, City Clerk  
Matthew Robinson, City Treasurer

## Executive Team

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

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

### MISSION STATEMENT:

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

### VISION STATEMENT:

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

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

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

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

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

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

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

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

**SPECIAL ORDERS OF BUSINESS**

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

**LABOR NEGOTIATIONS (GOV’T CODE § 54957) -1- MATTER(S)**

1. Unrepresented Employee: City Manager  
City Negotiators: City Attorney and Human Resources Director

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

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

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

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

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

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

**INVOCATION** – Pastor Scott Tannehill, The Bridge Church

**PLEDGE OF ALLEGIANCE** – Mayor Pro Tem Pimentel

## SPECIAL PRESENTATIONS

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

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

### **A. PROCEDURAL MOTIONS**

#### **Read All Ordinances and Resolutions on the Agenda by Title Only**

Recommendation -

Approval

### **B. CONSENT**

#### **1. City Council Meeting Minutes**

Recommendation -

1. Approve Special and Regular City Council meeting minutes of June 18, 2024.
2. Alternatively, discuss and take other action related to this item.

#### **2. Warrant Demand Register for June 3, 2024 through June 9, 2024**

Recommendation -

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 23B: warrant numbers 3050899 through 3050988, and 9003169 through 9003178.
3. Alternatively, discuss and take other action related to this item.

#### **3. Agreement Between the City of El Segundo and City of Hawthorne for Police Software**

Recommendation -

1. Authorize City Manager to execute an agreement with the City of Hawthorne to maintain a server-based records management system and related police software applications for a not-to-exceed amount of



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\$75,000 per fiscal year.

2. Authorize City Manager to waive bidding requirements pursuant to El Segundo Municipal Code § 1- 7- 9(A) by finding that the City's best interests are served by a direct award of a contract without a competitive selection process.

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

4. **Amendment to Agreement with Faster Asset Solutions for Fleet Management Software**

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Recommendation -

1. Authorize the City Manager to execute an amendment to Contract No. 6757 with Faster Asset Solutions to adjust the annual maintenance cost of the fleet management software to \$22,203 per year.

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

**C. PUBLIC HEARINGS**

**D. STAFF PRESENTATIONS**

5. **Agreement with the Los Angeles Chargers NFL Team for the City of El Segundo Fire Department to Provide Standby Emergency Medical Services for Practices at the New Chargers Training Facility in El Segundo**

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Recommendation -

1. Authorize the City Manager to execute an agreement with the Los Angeles Chargers for the City of El Segundo Fire Department to provide standby emergency medical services for practices at the new Chargers Training Facility in El Segundo.

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

6. **El Segundo Police Department Presentation on a Comprehensive Program to Address the Unsheltered Homeless Population in El Segundo**

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Recommendation -

1. Receive and file El Segundo Police Department's presentation updating El Segundo's strategies in addressing homelessness.

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

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

**7. Arts & Culture Advisory Committee Bylaws Amendments**

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Recommendation -

1. Approve proposed amendments to the Arts & Culture Advisory Committee's bylaws.
2. Alternatively, discuss and take other action related to this item.

**F. REPORTS - CITY CLERK**

**G. REPORTS - CITY TREASURER**

**H. REPORTS - COUNCIL MEMBERS**

COUNCIL MEMBER BALDINO

**8. Recreation Park Renovation Subcommittee Expansion and Name Change**

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Recommendation -

1. Approve Recreation Park Renovation Committee Expansion and name change.
2. Alternatively, discuss and take other action related to this item.

COUNCIL MEMBER GIROUX

COUNCIL MEMBER PIRSZTUK

MAYOR PRO TEM PIMENTEL

MAYOR BOYLES

**I. REPORTS - CITY ATTORNEY**

**J. REPORTS/FOLLOW-UP - CITY MANAGER**

**CLOSED SESSION**

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

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

**MEMORIALS**

**ADJOURNMENT**

POSTED:  
DATE: June 27, 2024  
TIME: 5:30 PM  
BY: Lili Sandoval, Deputy City Clerk

SPECIAL MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, JUNE 18, 2024

(Meeting ran concurrently with regular scheduled closed session)

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

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (GOV'T CODE §54956.9(D)(1): -6- MATTER(S)

1. Scott Martinez (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court Case No. 21ST CV10637.
2. James Tulette (Retired City Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 205T, CV44025.
3. Shawn Bonfield Retired (City Fire Department Battalion Chief) v. City of El Segundo, Los Angeles Superior Court Case no. 20ST CV48677.
4. William Hatcher (Retired El Segundo Fire Fighter) v. City of El Segundo, Los Angeles Superior Court, Case No. 21ST CV37399.
5. Rebecca Smith (Former Non-Sworn Police Department Employee) v. City of El Segundo - Binding Arbitration Personnel Case.
6. Brent Beardmore (City Police Officer) v. City of El Segundo, Los Angeles Superior Court Case No. 22STCV25047.

Adjourned at 5:50 PM

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Tracy Weaver, City Clerk

MEETING MINUTES OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, JUNE 18, 2024

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

ROLL CALL

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

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

SPECIAL ORDER OF BUSINESS:

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

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

1. City Manager  
Performance Review

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

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

CONFERENCE WITH LEGAL COUNCIL – ANTICIPATED LITIGATION  
Threats to Significant exposure/- to litigation pursuant to (Government Code §54956.9(d)(2) or (d)(3)): -1- matter(s).

1. Government Tort Claim by Keith Puckett

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Government Code §54957.6): -1- MATTER(S)

1. Employee Organizations: City Employee Association (CEA)

Representative: City Manager, Darrell George, Human Resources Director, Rebecca Redyk and Alex Volberding

Adjourned at 5:50 PM

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

## ROLL CALL

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

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

PLEDGE OF ALLEGIANCE – Council Member Giroux

## SPECIAL PRESENTATIONS:

Recognition of Luci Cummings, Finance Revenue Inspector on retiring from the City.

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

LuAnn De Ring, resident, commented on a burglary that occurred at her home.

Bob Adams, Union Representative, Business Representative for AFSCME District Council commented on the City's current labor negotiations.

Thomas Russ, resident, President of El Segundo Amateur Radio Group invited the community to attend Ham Radio Field Day at Hilltop Park on Saturday, June 22 through Sunday, June 23<sup>rd</sup>.

CITY MANAGER FOLLOW-UP COMMENTS: will follow up with Ms. De Ring and her concerns regarding the burglary that occurred at her residence.

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

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

## B. CONSENT:

1. Approve regular City Council meeting minutes of June 4, 2024.  
(Fiscal Impact: None)

2. Approve warrants demand register for May 20, 2024 through June 2, 2024, numbers 22C and 23A: warrant numbers 3050725 through 3050898, and 9003163 through 900316. Ratify Payroll and employee benefit Checks; Checks released early due to contracts or agreement; Emergency disbursements and/or adjustments; and, Wire transfers.  
(Fiscal Impact: \$1,728,299.56 (\$945,972.29 in check warrants and \$782,327.27 in wire warrants))

3. Waiver of Competitive Bidding for Agreement Amendments and Blanket Purchase Orders for FY 2024-25 in Excess of \$50,000 for Various Departments (Fiscal Impact: 2,244,177 (Included in the Adopted FY 2024-25 Budget))

Pursuant to El Segundo Municipal Code § 1-7-9(A), waive competitive bidding and approve the following for FY 2024-25:

1. Amendment to Agreement No. 5861F with Riester Pacific, Inc. for the City's economic development and hospitality and tourism marketing services for an amount not to exceed \$350,000.
2. Amendment to Agreement No. 6904A with Temporary Staffing Professionals to provide on-call temporary staffing services for use by all City departments for an amount not to exceed \$300,000.
3. Continued purchase of gasoline and diesel fuel for City vehicles and equipment through the use of spot market purchasing for an amount not to exceed \$254,500.
4. Amendment to Agreement No. 3881N with All Cities Management Services, Inc. for ongoing services to provide crossing guard services for the El Segundo School District for an amount not to exceed \$180,000.
5. Amendment to Agreement No. 3313F with Hinderliter De Llamas & Associates to provide professional services related to sales and use tax for an amount not to exceed \$150,000.
6. Amendment to Agreement No. 6467C with Waterline Technologies, Inc. for the purchase of all pool chemicals needed to maintain the City's recreational aquatic facilities for an amount not to exceed \$150,000.
7. Amendment to Agreement No. 6379G with Willdan Engineering for professional plan check services for an amount not to exceed \$120,000.
8. Amendment to Agreement No. 6423B with Charles Abbot Associates Inc. to provide solid waste and recycling compliance support services for the Public Works Department for an amount not to exceed \$100,000.
9. Authorize the issuance of a blanket purchase order to Metron Farnier for the purchase of single jet AMR water meters for the City's water system for an amount not to exceed \$100,000
10. Amendment to Agreement No. 6899A with RCS Investigations & Consulting to provide confidential personnel investigations for an amount not to exceed \$100,000.

11. Amendment to Agreement No. 6016D with KNB Consulting, LLC. for strategic public relations services and support to the Communications and Economic Development Divisions for an amount not to exceed \$96,000.
  12. Amendment to Agreement No. 2772D with Wittman Enterprises, LLC to provide ambulance transport and fire prevention billing and collection services, and distribution of City notices of privacy practices for the Fire Department for an amount not to exceed \$85,000.
  13. Amendment to Agreement No. 3516F with Tyler Technologies/Eden Financial Management Systems for annual software licensing, maintenance, and support for an amount not to exceed \$80,000.
  14. Amendment to Agreement No. 6010D with CrowdStrike, Inc. to provide cybersecurity services and software for an amount not to exceed \$71,500.
  15. Amendment to Agreement No. 6424B with Marc Cohen for Medical Director consulting services for the El Segundo Fire Department for an amount not to exceed \$55,500.
  16. Authorize the issuance of a blanket purchase order to Baker & Taylor Information Services for supplying books and other library materials for an amount not to exceed \$53,177.
  17. Authorize the City Manager, or designee, to issue purchase orders, amend agreements, and execute all necessary documents to facilitate the purchases of goods and services approved in this report.
  18. Alternatively, discuss and take other action related to this item.
4. Waive second reading of the proposed Ordinance and its title and adopt Ordinance No. 1662 amending El Segundo Municipal Code Chapter 1-6 to expand the list of positions exempt from the Civil Service System.  
(Fiscal Impact: None)
  5. Authorize the City Manager to execute an Amendment No. 6695A with Swoop, Inc. for \$139,000 for various shuttle and day trip operations for FY 2024-25 and authorize the City Manager to execute a Second Amendment No. 6164B with Lyft for \$85,000 for Dial a Ride and Dr. Dial a Ride services for FY 2024-25.  
(Fiscal Impact: FY 2024-25 is estimated to be \$224,000)
  6. Approve a seventy-five percent (75%) event fee waiver for the El Segundo Firefighters' Association Fun Run event.  
(Fiscal Impact: Waived fees for this event would total approximately \$33,449.91)
  7. PULLED BY COUNCIL MEMBER GIROUX



8. Approve request to waive City Municipal Code section 10-1-4(C) to allow alcohol on Park Place and Apollo Street during the White Light White Night event on Saturday, August 10, 2024.  
(Fiscal Impact: None)

MOTION by Mayor ProTem Pimentel, SECONDED by Council Member Pirsztuk, approving Consent items 1, 2, 3, 4, 5, 6, and 8. MOTION PASSED. 5/0

PULLED ITEMS:

7. Waiver of Bidding for Cooperative Purchase of Five New Police Department Motorcycles  
(Fiscal Impact: \$161,500 in account #601-400-3101-8105 (Equipment Replacement Fund) and additional Appropriation: \$6,334.57 in account #120-400-0000-8104 (Citizens Options for Public Safety ("COPS") Fund))

Saul Rodriguez, Police Chief commented on the need for new motorcycles for the Police Department.

Council discussion

Council requested the following item be agenized to a later City Council meeting.

- Policy for replacing police vehicles and motorcycles

MOTION by Council Member Pirsztuk, SECONDED by Council Member Baldino authorizing the cooperative "piggyback" purchase of five new 2024 BMW R-1250 RT-P 716 motorcycles through a competitively bid City of Sacramento contract #B22153311006 in an amount not to exceed \$167,834.57, including a \$5,000 contingency. Authorize the City Manager, or designee, to execute all necessary agreements, orders, or other documentation to effectuate the purchase of the motorcycles and authorize the City Manager, or designee, to repurpose, sell, or auction the department's used motorcycle fleet, except for two low-mileage BMW motorcycles that will be kept for training purposes. MOTION PASSED. 3/2 Yes: Pirsztuk Giroux Baldino No: Boyles Pimentel

C. PUBLIC HEARING: None

D. STAFF PRESENTATIONS:

9. Resolution Amending City's Administrative Code Chapter 1A2 (Management Confidential Series) Relating to Battalion Chief Classification Salary Increases and Benefit Changes  
(Fiscal Impact: None)

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5496

A RESOLUTION OF THE CITY OF EL SEGUNDO, CALIFORNIA AMENDING THE CITY'S ADMINISTRATIVE CODE TO UPDATE SECTIONS FOR SPECIFIC UNREPRESENTED CLASSIFICATIONS UNDER CHAPTER 1A2 (MANAGEMENT – CONFIDENTIAL SERIES).

MOTION by Council Member Pirsztuk, SECONDED by Mayor Pro Tem Pimentel adopting Resolution No. 5496. MOTION PASSED. 5/0

10. Resolution to Establish a Workplace Violence Prevention Plan (Fiscal Impact: There is no fiscal impact for the adoption of a Workplace Violence Prevention Plan (“WVPP” or “Plan”). Administration of the Plan will result in costs for employee training which can be absorbed in the Human Resources Department’s Citywide training budget)

Rebecca Redyk, Human Resources Director reported on the item.

Council Discussion

Mark Hensley, City Attorney read by title only;

RESOLUTION NO. 5497

A RESOLUTION ESTABLISHING A CITYWIDE WORKPLACE VIOLENCE PREVENTION PLAN.

MOTION by Council Member Giroux, SECONDED by Council Member Baldino adopting Resolution No. 5497. MOTION PASSED. 5/0

11. 2024 Annual Update to the City's FY 2022-26 Strategic Plan (Fiscal Impact: FY 2022-2026 Strategic Plan is considered and prioritized in the annual Citywide budget each fiscal year)

Barbara Voss, Deputy City Manager gave a presentation

Council discussion

MOTION by Council Member Pirsztuk, SECONDED by Mayor Boyles adopting the 2024 update to the FY 2022-2026 Strategic Plan. MOTION PASSED. 5/0

12. Decrease of City Subsidy for the Residential Solid Waste Collection Fee by \$0.59 per Month Retroactive to May 1, 2024 (Fiscal Impact: The City's subsidy for the Solid Waste Fee is \$300,000 annually. The fiscal impact, if the City Council does not reimpose the \$0.59 per month fee,

will be an additional \$22,371.04 increase to the City subsidy, raising the City's current subsidy rate of 29.42% to 31.71%.  
If the City Council does not reimpose the \$0.59, Council would need to appropriate an additional \$22,371.04 to the Solid Waste Fund)

Paul Chung, Chief Financial Officer reported on the item.

Council discussion

MOTION by Council Member Baldino, SECONDED by Council Member Giroux approving to reimpose \$0.59 to the monthly residential Solid Waste Fee, retroactive to May 1, 2024, to account for the May 1, 2024 CPI increase. MOTION PASSED. 5/0

13. Update on Replacement of the City's Enterprise Resource Planning System (Fiscal Impact: None)

Jose Calderon, IT Director and Paul Chung, Chief Financial Officer reported on the item.

Council discussion

Council consensus to receive and file the update.

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

Council Member Baldino – Mentioned the “Walk with Sally” group will be holding their annual fundraiser on Saturday, August 10<sup>th</sup>, the Fire Department will host a Fun Run on Saturday, August 4<sup>th</sup> and lastly, invited the community to attend the dedication of the El Segundo High School Library to Dr. Bill Watkins, a lifelong supporter of education on Wednesday, June 19<sup>th</sup> at 5:00 PM.

Council Member Giroux –

14. Discussion of Travel Policy for Elected Officials (Fiscal Impact: None)

Council Member Giroux reported on the item.

Council discussion

Council consensus to bring back an item to a regular meeting regarding establishing a travel policy for elected officials.

Council Member Pirsztuk – attended Recreation and Parks Subcommittee meeting, shout out to Recreation Parks staff for the summer programs

Mayor Pro Tem Pimentel – Transportation committee is dark this month, will attend the Sanitation committee regular meeting and board meeting in the coming week, mentioned the Exceptional Kids Foundation had their Prom and attended the Employee Service Awards last week.

Mayor Boyles – Mentioned a local resident hosted an event with over 30 venture capitalist firms in attendance, attended the Juneteenth event, attended a meeting in DC with the World Brain Mapping Therapeutic Society group, the group would like to bring a Brain Park to El Segundo, met with the outgoing under Secretary of Defense, attended the SCAG regional meeting, attended the LA Air Force 50<sup>th</sup> annual awards banquet, mentioned Steve Fox with the El Segundo Concert Band and an event that was held at the Methodist Church and attended the Steering Committee for the South Bay Council of Governments.

- I. REPORTS –CITY ATTORNEY – No report
- J. REPORTS/FOLLOW-UP – CITY MANAGER – gave an update on the Hyperion Reclamation Plant.

MEMORIAL – None

Adjourned at 7:34 PM

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Tracy Weaver, City Clerk



## City Council Agenda Statement

Meeting Date: July 2, 2024

Agenda Heading: Consent

Item Number: B.2

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### **TITLE:**

Warrant Demand Register for June 3, 2024 through June 9, 2024

### **RECOMMENDATION:**

1. Ratify payroll and employee benefit checks; checks released early due to contracts or agreements; emergency disbursements and/or adjustments; and, wire transfers.
2. Approve Warrant Demand Register numbers 23B: warrant numbers 3050899 through 3050988, and 9003169 through 9003178.
3. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

The warrants presented were drawn in payment of demands included within the FY 2023-2024 Adopted Budget. The total of \$3,069,278.46 (\$2,956,775.79 in check warrants and \$112,502.67 in wire warrants) are for demands drawn on the FY 2023-2024 Budget.

### **BACKGROUND:**

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

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

## **Warrant Demand Register**

**July 2, 2024**

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

### **DISCUSSION:**

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

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 5: Champion Economic Development and Fiscal Sustainability

#### **PREPARED BY:**

Liz Lydic, Management Analyst

#### **REVIEWED BY:**

Wei Cao, CPA, CPFO, Finance Manager

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Register 23b - summary

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY FUND

3050899	-	3050988		
9003169	-	9003178		
		001	GENERAL FUND	401,719.06
		003	EXPENDABLE TRUST FUND - OTHER	10,000.00
		104	TRAFFIC SAFETY FUND	-
		106	STATE GAS TAX FUND	-
		108	ASSOCIATED RECREATION ACTIVITIES FUND	-
		109	ASSET FORFEITURE FUND	5,696.25
		110	MEASURE "R"	-
		111	COMM. DEVEL. BLOCK GRANT	-
		112	PROP "A" TRANSPORTATION	-
		114	PROP "C" TRANSPORTATION	1,544,963.74
		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	2,663.48
		122	L.A.W.A. FUND	-
		123	PSAF PROPERTY TAX PUBLIC SAFETY	101.32
		124	FEDERAL GRANTS	786,537.00
		125	STATE GRANT	-
		126	A/P CUPA PROGRAM OVERSIGHT SURCHARGE	1,395.79
		127	MEASURE "M"	127,798.59
		128	SB-1	-
		129	CERTIFIED ACCESS SPECIALIST PROGRAM	-
		130	AFFORDABLE HOUSING	-
		131	COUNTY STORM WATER PROGRAM	2,900.00
		132	MEASURE "B"	-
		202	ASSESSMENT DISTRICT #73	-
		301	CAPITAL IMPROVEMENT FUND	6,024.84
		302	INFRASTRUCTURE REPLACEMENT FUND	-
		311	DEVELOPER IMPACT FEES - GENERAL GOVERNME	-
		312	DEVELOPER IMPACT FEES - LAW ENFORCEMENT	-
		313	DEVELOPER IMPACT FEES - FIRE PROTECTION	-
		314	DEVELOPER IMPACT FEES - STORM DRAINAGE	-
		315	DEVELOPER IMPACT FEES - WATER DISTRIBUTI	-
		316	DEVELOPER IMPACT FEES - WASTEWATER COLLE	-
		317	DEVELOPER IMPACT FEES - LIBRARY	-
		318	DEVELOPER IMPACT FEES - PUBLIC MEETING	-
		319	DEVELOPER IMPACT FEES - AQUATICS CENTER	-
		320	DEVELOPER IMPACT FEES - PARKLAND	-
		405	FACILITIES MAINTENANCE	-
		501	WATER UTILITY FUND	2,284.27
		502	WASTEWATER FUND	32,339.09
		503	GOLF COURSE FUND	-
		504	SENIOR HOUSING CITY ATTORNEY	-
		505	SOLID WASTE FUND	-
		601	EQUIPMENT REPLACEMENT	27,961.09
		602	LIABILITY INSURANCE	-
		603	WORKERS COMP. RESERVE/INSURANCE	-
		701	RETIRED EMP. INSURANCE	-
		702	EXPENDABLE TRUST FUND - DEVELOPER FEES	4,246.27
		703	EXPENDABLE TRUST FUND - OTHER	-
		704	EXPENDABLE TRUST FUND - OTHER	175.00
		708	OUTSIDE SERVICES TRUST	-
			TOTAL WARRANTS	<u>2,956,775.79</u>

DATE OF APPROVAL: AS OF 6/18/24

REGISTER #23b

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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

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

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

CODES:

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

For Ratification:

A = Payroll and Employee Benefit checks

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

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

CHIEF FINANCIAL OFFICER

DATE:

*TZ/ly 6/18/24*

NOTES:

CITY MANAGER

DATE:

*[Signature]*  
6-11-24

CITY OF EL SEGUNDO  
WARRANTS TOTALS BY DEPARTMENT  
AS OF 6/18/24  
REGISTER #23b

DEPT#	NAME	TOTAL
<b>GENERAL FUND DEPARTMENTAL EXPENDITURES</b>		
<b>GENERAL GOVERNMENT</b>		
1101	City Council	1,377.09
1201	City Treasurer	80.00
1300	City Clerk	1,501.91
2101	City Manager	18,241.59
2102	Communications	3,722.15
2103	El Segundo Media	30,844.92
2201	City Attorney	20,197.10
2401	Economic Development	9,941.18
2402	Planning	4,067.25
2405	Human and Health Services	80.00
2500	Administrative Services	49,243.17
2601	Government Buildings	20,657.47
2900	Nondepartmental	2,196.70
6100	Library	9,544.87
		<hr/> 171,695.40
<b>PUBLIC SAFETY</b>		
3100	Police	48,723.49
3200	Fire	24,816.70
2403	Building Safety	
2404	Plng/Bldg Sfty Administration	4,157.98
		<hr/> 77,698.17
<b>PUBLIC WORKS</b>		
4101	Engineering	1,130.15
4200	Streets	13,640.87
4300	Wastewater	
4601	Equipment Maintenance	841.07
4801	Administration	20.78
		<hr/> 15,632.87
<b>COMMUNITY DEVELOPMENT</b>		
5100,5200	Recreation & Parks	21,846.11
5400	CAMPS	2,156.88
		<hr/> 24,002.99
<b>EXPENDITURES</b>		
	CAPITAL IMPROVEMENT	6,024.84
	ALL OTHER ACCOUNTS	2,661,721.52
	<b>TOTAL WARRANTS</b>	<hr/> <hr/> 2,956,775.79



**CITY OF EL SEGUNDO  
 PAYMENTS BY WIRE TRANSFER  
 06/03/24 THROUGH 06/09/24**

<u>Date</u>	<u>Payee</u>		<u>Description</u>
6/3/2024	Unum	124.50	Long Term Care Premium - June 2024
6/7/2024	Mission Square	66,252.91	457 payment Vantagepoint
6/7/2024	Mission Square	1,080.00	401(a) payment Vantagepoint
6/7/2024	Mission Square	3,048.85	401(a) payment Vantagepoint
6/7/2024	Mission Square	100.00	IRA payment Vantagepoint
6/7/2024	ExpertPay	2,365.29	EFT Child support payment
05/27/24-06/02/24	Workers Comp Activity	28,253.82	SCRMA checks issued/(voided)
05/27/24-06/02/24	Liability Trust - Claims	-	Claim checks issued/(voided)
05/27/24-06/02/24	Retiree Health Insurance	11,277.30	Health Reimbursement checks issued
		<u>112,502.67</u>	

**DATE OF RATIFICATION: 06/07/24**

**TOTAL PAYMENTS BY WIRE:**

**112,502.67**

Certified as to the accuracy of the wire transfers by:

6/7/24  
 Treasury & Customer Services Manager Date

6/10/24  
 Chief Financial Officer Date

6-11-24  
 City Manager Date

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



## City Council Agenda Statement

Meeting Date: July 2, 2024

Agenda Heading: Consent

Item Number: B.3

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### TITLE:

Agreement Between the City of El Segundo and City of Hawthorne for Police Software

### RECOMMENDATION:

1. Authorize City Manager to execute an agreement with the City of Hawthorne to maintain a server-based records management system and related police software applications for a not-to-exceed amount of \$75,000 per fiscal year.
2. Authorize City Manager to waive bidding requirements pursuant to El Segundo Municipal Code § 1- 7- 9(A) by finding that the City's best interests are served by a direct award of a contract without a competitive selection process.
3. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

The approved FY 2024-25 budget includes the annual maintenance fee in account number 001-400-3107-6206.

### BACKGROUND:

On April 6, 2010, the City Manager received authority from Council to enter into an agreement with South Bay Regional Public Communications Authority (SBRPCA) to provide public safety dispatching services. The agreement between the City of El Segundo and SBRPCA was approved for an initial ten-year term with automatic renewal and extension options.

As part of the initial transition, on August 3, 2010, the City Manager received authority from Council to enter into an agreement with the City of Hawthorne to implement and maintain a server-based Records Management System and related software applications. The agreement between the City of El Segundo and the City of Hawthorne was approved for a five-year term through May 2015 with the option to renew for an additional five years. The City of El Segundo extended the agreement for an additional

## **Police Services Contract**

**July 2, 2024**

**Page 2 of 3**

five years with the expiration date of May 31, 2020. After this date, both parties agreed to extend the agreement one last time for a new expiration date of June 30, 2022. At this time, the City of El Segundo requested an updated agreement from the City of Hawthorne with updated related software applications.

Fees for the first year were about \$325,000 and included the software license and interface fees, and the initial year maintenance costs. Approximate annual maintenance fees of \$90,000 per year were approved by the City Council in 2010. Since the implementation of the agreement with the City of Hawthorne, contractual fees have remained under \$63,000 per year.

The terms of the agreement introduced today shall be retroactively effective from July 1, 2022 through June 30, 2025, with automatic one-year extensions subject to either cities' ability to terminate the agreement with 90 days' notice. The agreement includes a not-to-exceed compensation amount of \$75,000 per fiscal year.

### **DISCUSSION:**

The City of El Segundo is part of a group of agencies that use police software applications through the City of Hawthorne. Agencies in the group include Hawthorne, Manhattan Beach, Hermosa Beach, Gardena, El Camino College, and Culver City. Prices of police software applications are split among the group of agencies.

The original agreement utilized Computer Aided Dispatch (CAD), Records Management System (RMS) and certain other public safety systems developed by Tiburon Inc. ("Tiburon") as implemented and maintained by the City of Hawthorne. To date, CAD remains under Tiburon. In 2018, a new RMA, Mark 43, was selected by the group of agencies. Mark 43 cloud-based software includes many upgrades such as no-downtime updates, industry-leading functionality, and control of Federal Bureau of Investigation, state, and local compliance requirements. Mark 43 makes it easy to collect, manage, and report critical stats.

El Segundo would like to continue using the legacy suite of Tiburon services, Mark 43 Records Management, associated interfaces, and various third-party public safety applications as managed by the City of Hawthorne and connected to the Hawthorne public safety network. A couple of the applications under the agreement are Lexis Nexis and Live911. Lexis Nexis provides an online citizen reporting system and a next generation analytics and data sharing platform. Live911 allows officers to hear 911 calls at the same time as the dispatcher to provide quicker response times during priority calls.

As part of this agreement, the City of Hawthorne will provide services with respect to the implementation and maintenance of hardware and software. Additionally, the City of Hawthorne will provide training and technical support, as well as perform regular data and system backups on those servers under Hawthorne's control.

**Police Services Contract**

**July 2, 2024**

**Page 3 of 3**

Regarding procurement, staff recommends that the City Council waive bidding requirements pursuant to El Segundo Municipal Code § 1- 7- 9(A) by finding that the City's best interests are served by a direct award of a contract without a competitive selection process.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Optimize Community Safety and Preparedness

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

**PREPARED BY:**

Julissa Solano, Sr. Management Analyst

**REVIEWED BY:**

Saul Rodriguez, Police Chief

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. Police Services Agreement 2024

**SOFTWARE SYSTEM MANAGEMENT AND SUBLICENSING  
AGREEMENT BETWEEN THE CITY OF HAWTHORNE  
AND THE EL SEGUNDO**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF EL SEGUNDO, a California municipal corporation (hereinafter “EL SEGUNDO”), and the CITY OF HAWTHORNE, a municipal corporation (hereinafter “HAWTHORNE”).

**RECITALS**

WHEREAS, EL SEGUNDO has determined a need and expressed its desire to continue using the legacy suite of Tiburon/CentralSquare services (“Legacy Suite”), Mark43 Records Management (“RMS”), Associated Interfaces (“Interfaces”), and various third-party public safety applications (“Third Party”), as managed by HAWTHORNE (the “Public Safety Systems”) and connected to the Hawthorne public safety network; and

WHEREAS, HAWTHORNE has developed certain expertise and experience in deploying, configuring and managing the Public Safety Systems; and

WHEREAS, EL SEGUNDO has determined a need and expressed its desire to continue using the Public Safety Systems at certain designated locations without the responsibility for day-to-day system management and HAWTHORNE has the available system management skills and abilities to provide on-going support and maintenance; and

WHEREAS, Public Safety Systems vendors have licensed to HAWTHORNE the software and other intellectual property comprising the Public Safety Systems, provides certain services with respect to the maintenance and support of the Public Safety Systems, and has agreed to permit the sublicensing of the Public Safety Systems by HAWTHORNE to EL SEGUNDO; and

WHEREAS, HAWTHORNE is willing to sublicense the Public Safety Systems to EL SEGUNDO under the terms set forth herein and to perform certain designated services (“Services”) as set forth herein in connection therewith; and

WHEREAS, it has been determined that this Agreement is in the best interests of both EL SEGUNDO and HAWTHORNE;

NOW, THEREFORE, in consideration of the mutual promises contained herein, EL SEGUNDO and HAWTHORNE agree as follows:

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between EL SEGUNDO and HAWTHORNE shall consist of this Agreement and the following:

- EXHIBIT A: Scope of Services with Attachments
- EXHIBIT B: Payment Schedule and Consulting Service Fee Schedule
- EXHIBIT C-1: Tiburon/CentralSquare License Agreement
- EXHIBIT C-2: Mark43 License Agreement

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail. This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments or agreements, whether oral or written.

**2. TERM**

- a) This Agreement shall be retroactively effective from July 1, 2022 through June 30, 2025. Automatic one (1) year extensions shall continue thereafter, unless the Agreement is terminated pursuant to Agreement Section 11(a).

- b) Unless otherwise noted, ongoing vendor support and subscription agreements include annual price increases. Therefore, extensions will be subject to annual pricing increases, which HAWTHORNE must provide written notice of such increase(s) to EL SEGUNDO within 60 days of HAWTHORNE's receipt of notice of such increase(s) from the applicable Public Safety Systems vendor or vendors, as applicable and ninety (90) days prior to any extension date.

### **3. SCOPE OF SERVICES**

The Scope of Services is attached as EXHIBIT A. Tasks or Services other than those specifically described in EXHIBIT A shall not be performed without the prior written approval of both parties, including without limitation, the addition of software programs to the Public Safety Systems. If EL SEGUNDO changes the scope of the HAWTHORNE Services to be performed, or if HAWTHORNE is requested to perform Services not specifically described in the Scope of Work, HAWTHORNE shall perform such Services as are necessary to complete the work, and compensation for the work performed shall be paid by EL SEGUNDO in accordance with the fee schedule attached hereto (EXHIBIT B) and incorporated herein by this reference.

### **4. EL SEGUNDO HARDWARE AND COMMUNICATIONS EQUIPMENT**

All computer workstations, local area networking equipment and all other hardware (the "Hardware") and the configuration of the Hardware, which are necessary for the use and implementation of the client-based Public Safety Systems which are to be located at those facilities of EL SEGUNDO, shall be acquired and maintained by EL SEGUNDO at its sole cost and expense, and shall in all respects otherwise be and remain the sole responsibility of EL SEGUNDO. Further, EL SEGUNDO shall at its sole cost and expense maintain existing network connectivity availability necessary for HAWTHORNE to support the Public Safety Systems at the

Designated Locations. All parties acknowledge that any existing interfaces with the SBRPCA Tiburon CAD will terminate when the replacement CAD goes live (estimated to occur in 2025).

## **5. DUTY OF CARE**

HAWTHORNE agrees to employ due care and attention discharging its obligations hereunder. EL SEGUNDO acknowledges that computer processing entails the likelihood of certain human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage.

The operation of the client-based applications of the Public Safety Systems and the use by EL SEGUNDO of the software and Services identified in this Agreement are the sole responsibility of EL SEGUNDO. HAWTHORNE's sole undertaking is limited to providing the software and Services outlined herein in accordance with the terms and conditions of this Agreement. The provision of the software and Services performed by HAWTHORNE to EL SEGUNDO shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any obligation toward any third party or legal entity other than EL SEGUNDO and HAWTHORNE's obligations under this Agreement extend solely to EL SEGUNDO and not to any resident of EL SEGUNDO or any other individual, corporation or other person.

EL SEGUNDO is responsible for adopting reasonable measures to limit EL SEGUNDO's exposure with respect to potential losses and damages, including (without limitation) examination and confirmation of results prior to use thereof and provision for identification and correction of errors and omissions.

## **6. SUBLICENSE**

HAWTHORNE agrees to sublicense to EL SEGUNDO the right to use the Public Safety Systems software currently licensed to HAWTHORNE. EL SEGUNDO shall be responsible for



acquiring appropriate rights to all other software necessary to run the Public Safety Systems by EL SEGUNDO at the Designated Locations or any other location under its control. All rights of EL SEGUNDO to use the Public Safety Systems software shall in all respects be subject to and governed by the License Agreements between CentralSquare/Tiburon and HAWTHORNE (EXHIBIT C-1) and Mark43 and HAWTHORNE (EXHIBIT C-2). EL SEGUNDO acknowledges that it has read the terms of the CentralSquare/Tiburon and Mark43 License Agreements and agrees to comply with the terms and conditions of both, and further agrees that neither it, nor any employee, agent or any other person under the control of EL SEGUNDO, shall take any act, or permit any omission, that would cause a termination of the CentralSquare/Tiburon or Mark43 License Agreements. Further, EL SEGUNDO's right to use the Public Safety Systems software may not be transferred, leased, assigned, or sublicensed without HAWTHORNE's and CentralSquare/Tiburon's or Mark43's prior written consent. This sublicense extends only to the Public Safety Systems software which is the intellectual property of CentralSquare/Tiburon or Mark43; or which CentralSquare/Tiburon and Mark43 have the right to sublicense and have consented to this sublicense to EL SEGUNDO. HAWTHORNE makes no representation or warranty that the Public Safety Systems software, or any of the software used in connection with the Public Safety Systems, is not infringing on the copyright, patent, trademark, trade secret or other intellectual property or proprietary rights of any third person, and shall not be responsible for any such infringement and merely passes through to EL SEGUNDO any warranty rights that it may have vis a vis CentralSquare/Tiburon and Mark43; or any other third person with respect to any rights it may have under its warranties from CentralSquare/Tiburon and Mark43 and any other third party in the event of any assertion of infringement.

## **7. OWNERSHIP OF SYSTEMS, MATERIALS AND DATABASE**

All systems, programs, operating instructions, and other documentation prepared by HAWTHORNE, or which are otherwise now those of HAWTHORNE, shall be and remain the property of HAWTHORNE. All data and source documents provided by EL SEGUNDO and all output shall be, and remain, EL SEGUNDO's property. Upon termination of this Agreement, all of EL SEGUNDO's information retained by HAWTHORNE's custom database files shall be made available to EL SEGUNDO on computer readable media, of a type suitable for use on the specified equipment, and HAWTHORNE shall return to EL SEGUNDO all documents and written records of transactions belonging to EL SEGUNDO. Costs to cover such final servicing and handling of materials and custom database files are deemed to be included in the processing establishment fee.

#### **8. SCHEDULE OF PERFORMANCE AND PAYMENT**

HAWTHORNE shall perform the Services identified in EXHIBIT A, and EL SEGUNDO shall make payment according to the terms and provisions of the Payment Schedule (EXHIBIT B). Notwithstanding the foregoing, the compensation payable by EL SEGUNDO to HAWTHORNE pursuant to this Agreement and this section 8, must not exceed \$75,000 for any given fiscal year (i.e., July 1 through June 30).

#### **9. AUDITS AND GOVERNMENT EXAMINATION**

HAWTHORNE agrees to permit auditors or consultants retained by EL SEGUNDO to audit or review the procedures for handling and processing of data hereunder upon reasonable notice, compliance with HAWTHORNE's security procedures, and compensation for the time necessary to complete the audit. The parties also acknowledge that certain federal and state agencies may require access to facilities of HAWTHORNE to audit the performance of the

Services by HAWTHORNE for EL SEGUNDO under this Agreement, and HAWTHORNE will cooperate with respect to all such governmental audits.

#### **10. EL SEGUNDO RESPONSIBILITIES**

EL SEGUNDO's responsibilities shall include the following:

- a) EL SEGUNDO, at its sole cost and expense, shall maintain the Hardware, Communications Equipment and installation sites required to conform to any utility and communication interface specifications that HAWTHORNE, CentralSquare/Tiburon, Mark43, or Third Parties may require as necessary to operate efficiently and to Public Safety Standards including CLETS, DOJ, and the FBI CJIS Security Policy.
- b) EL SEGUNDO shall promptly inspect and test any new or upgraded Interfaces or Third Party services upon delivery by HAWTHORNE and shall promptly notify HAWTHORNE of any defect or functional failure.
- c) EL SEGUNDO shall provide HAWTHORNE personnel with the workspace necessary for the proper execution of its service obligations as necessary and required by HAWTHORNE.
- d) EL SEGUNDO will make available network access time for the testing and maintenance of software as necessary and required by HAWTHORNE.

#### **11. TERMINATION**

- a) Either Party may terminate this Agreement for convenience upon ninety (90) days' written notice to the other Party.
- b) This Agreement may be terminated at any time by mutual consent of the Parties, or by either party upon written notice to the other party, if the other party breaches a

material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

- c) HAWTHORNE shall have the right to terminate this Agreement (including all Services and Sublicensing) upon thirty (30) days written notice should EL SEGUNDO fail to, or is unable to, pay any undisputed amount due hereunder without such action constituting a breach or incurring any liability herein.
- d) If HAWTHORNE reasonably determines that EL SEGUNDO'S use of the licensed or supported Public Safety Systems, Interfaces, or Third Party products: (i) Fails to comply with the License Agreements (Exhibits C-1 and C-2); (ii) Poses a security risk to EL SEGUNDO, HAWTHORNE, or any third party, or (iii) Subjects EL SEGUNDO, HAWTHORNE, or any third party to possible liability, then HAWTHORNE may immediately upon notice temporarily suspend EL SEGUNDO'S right to access any portion of the Public Safety Systems, Interfaces, or Third Party products, pending remedial action by EL SEGUNDO, or after a period of 30 days, terminate the Agreement.

## **12. MAINTENANCE**

The terms of maintenance of the System shall be as set forth in EXHIBIT A.

## **13. TAXES**

EL SEGUNDO shall promptly report and pay all applicable federal, state, and local taxes designated, levied, or based (1) upon the any consideration payable or paid by EL SEGUNDO hereunder; (2) on account of this Agreement; or (3) with respect to use by EL SEGUNDO of the Public Safety Systems or any associated software, or the installation thereof at the Designated

Locations. EL SEGUNDO shall indemnify and hold harmless HAWTHORNE from all claims and liability resulting from EL SEGUNDO failure to report or pay such amounts.

#### **14. DISCLAIMER OF WARRANTIES**

EL SEGUNDO UNDERSTANDS AND AGREES THAT NO WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT, SHALL APPLY TO THE SOFTWARE, INTERFACES, AND THIRD PARTY SERVICES UNDER THIS AGREEMENT, WHICH IS FOR INSTALLATION, TRAINING, MAINTENANCE AND SUPPORT ONLY, EXCEPT AS ANY SUCH WARRANTY SHALL COME FROM CENTRALSQUARE/TIBURON, MARK43, OR ANY ORIGINAL LICENSOR OF SUCH SOFTWARE. ALL IMPLIED WARRANTIES ARE HEREBY AND EXPRESSLY DISCLAIMED.

HAWTHORNE's sole obligation for breach of this Agreement is limited to redoing any work previously done by HAWTHORNE which HAWTHORNE reasonably believes may remedy the problem experienced by EL SEGUNDO at HAWTHORNE's own expense, which shall be EL SEGUNDO's sole and exclusive remedy. Any such redo of work is conditioned upon the software not having been altered or repaired by any individual other than HAWTHORNE employees or agents, and HAWTHORNE shall not be responsible for any defects resulting from the mishandling, abuse, misuse, improper storage or improper operation, including use in conjunction with equipment which is electrically or mechanically incompatible with, or of inferior quality to, the Hardware, as well as failure to maintain the equipment as specified by HAWTHORNE.

#### **15. SECURITY AND PRIVACY**

- a) HAWTHORNE agrees that to the extent allowed by law, none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not without the prior written consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. EL SEGUNDO shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.
- b) EL SEGUNDO recognizes that as users of the Public Safety Systems, their personnel will have access to confidential criminal records, Department of Motor Vehicle Records, and other criminal justice information via cooperative local agencies' databases and JDIC/CLETS/NCIC. EL SEGUNDO further recognizes that all access to information through the use of HAWTHORNE systems is for law enforcement use only and is based on the "need to know" and the "right to know" and that misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS Policy.
- c) EL SEGUNDO is responsible for establishing and maintaining compliance with the California Law Enforcement Telecommunications System Policies, Practices, and Procedures (CLETS PPP) and the FBI CJIS Security Policy. It is the responsibility of the EL SEGUNDO Police Department's EL SEGUNDO CLETS Coordinator (ACC) to ensure, annually, the requirements of the CLETS PPP and FBI CJIS Security Policy are reviewed to ensure the department remains in compliance. The

CLETS policies can be found on the California Law Enforcement Website at <https://clew.doj.ca.gov>. The latest FBI CJIS Security Policy can be found online at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

## **16. CHANGES TO FILES AND/OR HARDWARE CONFIGURATION**

Any changes to files and/or hardware which may affect software performance, including but not limited to changes to existing or specified hardware configurations, network configurations, terminal and printer characteristics, without the prior written consent of HAWTHORNE shall, at HAWTHORNE's election, void this Agreement. HAWTHORNE may, at its option, provide requested support with respect to any such reconfigured systems with a minimum of forty-eight (48) hours advance notice; on a time and material basis only, apart from any other amounts owing from EL SEGUNDO hereunder.

## **17. CONFIDENTIAL TREATMENT OF INFORMATION**

HAWTHORNE shall maintain in confidence, and shall not disclose to any third party, unless directed to do so in writing by EL SEGUNDO, or designee, all data and materials furnished by EL SEGUNDO, and HAWTHORNE agrees that such information shall not be used by HAWTHORNE for any purposes other than those necessary for the provision of Services pursuant to this Agreement. HAWTHORNE's obligation under this Section is limited to diligent compliance with the same methods and procedures that HAWTHORNE uses to protect its own confidential information from disclosure. HAWTHORNE further agrees to restrict access to any database or other information created for the output of information from EL SEGUNDO. HAWTHORNE shall furnish EL SEGUNDO with a description of such restrictions upon EL SEGUNDO's request, BUT EL SEGUNDO ACKNOWLEDGES THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND HAWTHORNE

DOES NOT AND CANNOT GUARANTEE THAT SUCH OUTPUT CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH RESTRICTIONS. EL SEGUNDO further acknowledges that all information will be available to other participating local agencies for the purpose of law enforcement activities including the South Bay Regional Public Communications Authority.

**18. ASSIGNABILITY**

Subject to EL SEGUNDO's right to consent, which shall not be unreasonably withheld, the rights and obligations of HAWTHORNE under this Agreement may be assigned to another EL SEGUNDO, person or entity which HAWTHORNE reasonably has sufficient expertise and experience to discharge HAWTHORNE's obligations hereunder. Due to the limited nature and scope of the licenses HAWTHORNE holds with respect to the Public Safety Systems and associated software and its limited rights to sublicense, EL SEGUNDO may not assign its rights or obligations under this Agreement without the prior written consent of HAWTHORNE, CentralSquare/Tiburon, Mark43, and any Third Party providers. Any purported transfer without such prior written consent shall be void.

**19. NO EL SEGUNDO AND INDEPENDENT CONTRACTOR**

The parties hereto agree that HAWTHORNE and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of EL SEGUNDO. HAWTHORNE, its employees and its agents shall neither hold themselves out as nor claim to be officers, agents or employees of EL SEGUNDO for any reason or purpose. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership or joint powers authority between any of the parties hereto. No party is by virtue of the Agreement authorized as an agent, employee or legal representative of any other



party. No party shall have the power to control the activities and operations of any other, and their status is, and at all times will continue to be that of independent contractors with respect to each other. No party shall have any power or authority to bind or commit any other. No party shall hold itself out as having any authority or relationship in contravention of this Section.

## **20. SUBCONTRACTORS**

HAWTHORNE may use such subcontractors as it may determine appropriate in order to provide the Services hereunder. HAWTHORNE shall nevertheless ensure that any subcontractor of HAWTHORNE shall comply with this Agreement.

## **21. SEVERABILITY**

Should any provision of this Agreement contravene any law or valid regulation of any regulatory EL SEGUNDO or self-regulatory body having jurisdiction over either party hereto, or should any provision otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and performance by both parties waived; provided, however, that should such provision reasonably be considered by either parties to be an essential element of this Agreement, and the parties be unable to agree upon the terms of an alternative provision within ninety (90) days following the contravening provision's termination, then this Agreement may be terminated in its entirety at the option of either party, which termination shall be effective upon the giving of notice thereof to the other party.

## **22. WAIVER**

The parties hereto each agree that any waiver by the other party of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term

or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

**23. NONDISCRIMINATION**

Neither HAWTHORNE nor EL SEGUNDO shall discriminate, in any way, against any person on the basis of age, sex, race, color, creed or national origin in connection with or related to the performance of this Agreement.

**24. GOVERNING LAW**

This Agreement shall be governed and construed and its performance enforced under California law, with giving effect to principles of conflict of laws.

**25. VENUE**

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Los Angeles, or where otherwise appropriate, exclusively in the United States District Court, Southern District of California, Los Angeles, California.

**26. HEADINGS**

The paragraph headings are not a part of this Agreement nor are they a part of any Attachment or Schedule hereto, and they have no effect upon the construction or interpretation of any part of this Agreement.

**27. NOTICES**

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To EL SEGUNDO: El Segundo Police Records Manager

CITY OF EL SEGUNDO  
350 Main Street  
EL SEGUNDO, CA 90245  
Telephone: (310) 524-2253  
Email: storres1@elsegundo.org

with a copy to:

Office of the City Attorney  
CITY OF HAWTHORNE  
350 Main Street  
El Segundo, CA 90245

To HAWTHORNE:

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CITY OF HAWTHORNE  
4455 W. 126<sup>th</sup> Street  
HAWTHORNE, CA 90250  
Telephone:  
Facsimile:

with a copy to:

Robert Kim, City Attorney  
CITY OF HAWTHORNE  
4455 W. 126<sup>th</sup> Street  
HAWTHORNE, CA 90250

Notice shall be deemed effective on the date personally delivered, emailed or delivered by facsimile or, if mailed, three (3) days after deposit in the mail.

**28. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein.

**29. ELECTRONIC SIGNATURES; SIGNATURE AUTHORITY.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code § 16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents

to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature. The Parties warrant that their signatories to this Agreement have the legal authority to enter this Agreement and bind them accordingly.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WITNESS THE EXECUTION HEREOF as of the day and year first hereinabove written:

“EL SEGUNDO”

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

EL SEGUNDO, a municipal  
corporation

\_\_\_\_\_  
El Segundo City Attorney,

By \_\_\_\_\_  
Its: \_\_\_\_\_

“HAWTHORNE”

APPROVED AS TO FORM:

CITY OF HAWTHORNE, a California  
municipal corporation

\_\_\_\_\_  
ROBERT KIM,  
City Attorney for  
the City of HAWTHORNE

By \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A: SCOPE OF SERVICES

1. **SERVICES.** HAWTHORNE agrees to provide the following Services and Sublicensing to EL SEGUNDO:

- a) **Software Management.** HAWTHORNE will provide training and technical support for the initial installation of Tiburon workstation application software in accordance with the implementation plan. Such technical support at no additional cost is limited to the network implementation period. If additional support is necessary following this period, HAWTHORNE will provide that support at an hourly rate. HAWTHORNE will act as the secondary contact for software problem reporting with EL SEGUNDO staff being the first contact for EL SEGUNDO users. HAWTHORNE will troubleshoot each report.
- b) **Server Management.** HAWTHORNE will maintain all other servers necessary to support Tiburon applications and will perform the necessary set up for EL SEGUNDO terminal access to applications and data. All terminal identities will be created on the Records Management Server (RMS) as per EL SEGUNDO's Tiburon licensing and as designated by EL SEGUNDO. HAWTHORNE will perform regular data and system backups of those servers under HAWTHORNE's control.
- c) **Network Maintenance.** HAWTHORNE will provide access to servers and encrypted Site-to-Site VPN, or via a mutually agreed upon data connection at EL SEGUNDO's expense, maintained on HAWTHORNE's site. The means of communication to that router and the network infrastructure on the EL SEGUNDO site is solely the responsibility of the EL SEGUNDO. HAWTHORNE will work

with EL SEGUNDO and/or with a network consultant designated by EL SEGUNDO to ensure that network communication is effectively established and maintained.

d) **Network Administration.** Provide regular review and evaluation of the City's network to ensure optimum operations and security.

1. Network access including but not limited to:

- i. Assigning security permissions.
- ii. Issuing VPN access.
- iii. Vendor account creation.

2. Network printing

3. Email administration

4. Documentation

5. Server maintenance

6. Firewall administration support

7. Internet support

8. Network outages

9. System Backup: *The network, including all files on the servers, are backed up on a daily basis. Hawthorne shall ensure that backup processes are scheduled and performed successfully and that backup media are accessible and files can be successfully restored.*

10. Develop and maintain a network diagram (to maintain CLETS/DOJ compliance).

e) **Technical Support.** HAWTHORNE will provide technical support and troubleshooting activity for EL SEGUNDO users as a secondary resource after EL SEGUNDO'S technical and supervisory personnel.





## **ATTACHMENT A-1: TIBURON**

- A-1.1 Computer Aided Dispatch (CAD)**
- A-1.2 Records Management System (RMS) Archive**
- A-1.3 Automated Reporting System (ARS) Archive**
- A-1.4 Data Warehouse/PCARS/FCARS**
- A-1.5 Jail Management System (JMS)**
- A-1.6 WebServices**
- A-1.7 Mobile Data Computers (MDC) Application**
- A-1.8 Crystal Reports**
- A-1.9 Justice Data Interface Controller (JDIC)/California Law Enforcement Telecommunications System (CLETS)**

**ATTACHMENT A-2: MARK43**

- A-2.1     Records Management System (RMS) Application Licensing and Support**
- A-2.2     Automated Reporting System (ARS) Application Licensing and Support**
- A-2.3     Property and Evidence Module Application Licensing and Support**
- A-2.4     Jail Management System (JMS)/Under Development**
- A-2.5     DataLake**

**ATTACHMENT A-3: ACTIVE911**

**A-3.1 Active911 (<https://active911.com/industries/law-enforcement/>) Application and Licensing (Per Named User)**

**ATTACHMENT A-4: LEXIS NEXIS**

- A-4.1 LexisNexis Accurant Virtual Crime Center (AVCC) Application and EL SEGUNDO Licensing**
- A-4.2 LexisNexis Desk Officer Reporting System (DORS)/COPLOGIC Application and EL SEGUNDO Licensing**

## **ATTACHMENT A-5: INSB RAPS**

### **A-5.1 Interoperability Network of the South Bay (INSB) Remote Access Points(RAPs)**

**ATTACHMENT A-6: LIVE911**

**A-6.1 Live911 Server Hosting (Licensing Provided by EL SEGUNDO)**

**EXHIBIT B: PAYMENT AND FEE SCHEDULE**  
**(SUBJECT TO ANNUAL COMPENSATION CAP IN AGREEMENT SECTION 8)**

**1. INVOICING AND PAYMENT**

Annually, HAWTHORNE will prepare and deliver an invoice to EL SEGUNDO, articulating the prior year's Services, Sublicensing, and Change Order fees. If EL SEGUNDO terminates a Service or Sublicense prior to issuance of the annual invoice, EL SEGUNDO shall be liable for payment to HAWTHORNE of all amounts due and payable for Service or Sublicense provided through the effective date of such termination. Invoices shall be paid in full by EL SEGUNDO within thirty (30) days from invoice date. In the event EL SEGUNDO has a good faith dispute on all or a portion of an unpaid invoice, EL SEGUNDO shall notify HAWTHORNE in writing, identifying the specific cause of the dispute, the amount in dispute, and reasonable documentation supporting the dispute. Invoices not disputed within thirty (30) days from EL SEGUNDO'S receipt of the invoice will be deemed valid and may not later be disputed.

**2. FEE SCHEDULE**

EL SEGUNDO shall pay HAWTHORNE compensation at the rate of One Hundred and Seventy-Five Dollars (\$175.00) per hour for all Services to be provided pursuant to this Agreement. EL SEGUNDO fees for the prior year are shown below.

- Interface Hosting
  - Per interface hosting - \$1,500.00
  - Interface development time – \$175.00 per hour
- Network Services
  - Senior level network engineering support – \$200.00 per hour
  - Cyber Security support – \$200.00 per hour



**EXHIBIT C-1: TIBURON/CENTRALSQUARE LICENSE AGREEMENT**

By reference.

**EXHIBIT C-2: MARK43 LICENSE AGREEMENT**

By reference.



## City Council Agenda Statement

Meeting Date: July 2, 2024

Agenda Heading: Consent

Item Number: B.4

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### **TITLE:**

Amendment to Agreement with Faster Asset Solutions for Fleet Management Software

### **RECOMMENDATION:**

1. Authorize the City Manager to execute an amendment to Contract No. 6757 with Faster Asset Solutions to adjust the annual maintenance cost of the fleet management software to \$22,203 per year.
2. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

The additional cost can be absorbed by the Adopted FY 2024-25 Budget in account 001-400-4601-6206 (Contractual Services). No new appropriation is necessary at this time.

### **BACKGROUND:**

On September 19, 2023, the City Council authorized the City Manager to execute an agreement with Faster Asset Solutions for the purchase of a new Fleet Management System and ongoing support of the software for an initial cost of \$87,793 and an annual support and maintenance cost of \$12,150. Upon further review by staff, it was discovered that the annual support and maintenance cost initially reported only covered a portion of the support and annual maintenance services, and not the full amount of \$22,203 which is needed to provide full support. This discrepancy, which is \$10,053 (the difference between \$22,203 and \$12,150) requires corrections to ensure accuracy in our records and budget preparation.

### **DISCUSSION:**

Last October, after approval from the City Council, staff began initiating the paperwork to execute the contract with Faster Asset Solutions for the new Fleet Management software. During this process, the staff noticed that there was an inconsistency between

## **Fuel Management Software Amendment**

**July 2, 2024**

**Page 2 of 2**

what was provided in the initial staff report and what was listed on the quote from the vendor.

The total annual maintenance cost was initially shown on the staff report to be \$12,150 per year. However, this amount was only for support and maintenance of the base level of the software, and it did not include the support and maintenance for the add-ons specific to the City's fuel island set up. The additional annual cost for these add-ons is referenced in another section of the quote for an amount of \$10,053. The staff overlooked this additional section and, as a result, it was not included in the initial staff report.

The correct total annual cost for support and maintenance of the Fleet Management software contract is \$22,203. Executing an amendment to add the additional annual cost of \$10,053 would correct the discrepancy and ensure that the contract is fully funded to properly maintain the software.

Staff respectfully recommends that the City Council authorize the City Manager to execute the amendment with Faster Asset Solutions to reflect the accurate annual support and maintenance cost of \$22,203 per year.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Develop and Maintain Quality Infrastructure and Technology

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

#### **PREPARED BY:**

Erica Miramontes, Senior Management Analyst

#### **REVIEWED BY:**

Elias Sassoon, Public Works Director

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Initial Staff Report & Quote



## City Council Agenda Statement

Meeting Date: September 19, 2023

Agenda Heading: Consent

Item Number: B.9

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### TITLE:

Agreement for Upgrade of Current Fleet Management Software

### RECOMMENDATION:

1. Authorize the City Manager to execute an agreement with Faster Asset Solutions and waive bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) for an initial cost of \$87,793 and an annual maintenance cost of \$12,150.
2. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

Amount Budgeted: \$92,449

Additional Appropriation: No

Account Number: 001-400-4601-6206 (Contractual Services)

### BACKGROUND:

Automated Fleet Management Software is a technology-based tool which improves fuel usage tracking and preventative maintenance scheduling and allows a variety of reporting features. The City's existing Fleet Management Software is outdated and needs to be updated. Installing the upgraded software would reduce data input errors and capture information electronically for improved analytics. Further, this upgraded software would allow direct communication with the new Fuel Management System, which will result in better operational performance, accountability, and fuel control.

### DISCUSSION:

The City's Fleet Management System is outdated and needs to be upgraded to leverage the benefits of newer technologies and automation. The current system does not provide accurate data on a consistent basis and has limited controls. Currently, data entry for vehicle odometer readings is difficult and the software which downloads the data is outdated. This mileage data is important for scheduling preventative

## **Fleet Management Software**

**September 19, 2023**

**Page 2 of 2**

maintenance, determining warranty coverage, planning for anticipated replacement, and preventing mileage overages. The resulting lack of reliable data erodes the effectiveness of the City's preventative maintenance programs, which rely on the number of miles or hours of use. Over time, this will adversely impact the efficiency and longevity of the City's fleet.

To initiate the upgrade of the current software, staff contacted Faster Asset Solutions. The Faster Asset Solutions software automates the user and vehicle authentication process and odometer readings and ensures the accuracy of the captured data. It also sends alerts on a wide variety of vehicle codes to ensure proactive and timely maintenance of the City's fleet. Additionally, it has built-in controls to prevent unauthorized use and will also provide a uniform fueling system for the City's fueling site.

Staff finds that the City's best interests will be served by a direct award of this contract to Faster Asset Solutions and recommends that the City Council waive the bidding requirements pursuant to El Segundo Municipal Code § 1-7-9(A) and authorize the City Manager to execute an agreement with Faster Asset Solutions for the purchase of a new Fleet Management System and ongoing support of the software with an initial cost of \$87,793 and an annual maintenance cost of \$12,150.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Support Community Safety and Preparedness

Objective: El Segundo is a safe and prepared city.

Goal 4: Develop Quality Infrastructure and Technology

Objective 4A: El Segundo's physical infrastructure supports an appealing, safe, and effective City.

### **PREPARED BY:**

Erica Miramontes, Senior Management Analyst

### **REVIEWED BY:**

Elias Sassoon, Public Works Director

### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Quote



# SOLUTION PROPOSAL

FLEET MANAGEMENT SOFTWARE

Ron Griffin

City of El Segundo

Quote #: 1559 v3

Quote Date: Aug 10, 2023

Quote Expires: Nov 1, 2023

**FASTER**





## FASTER Asset Solutions Quote and Proposal



Ron Griffin

City of El Segundo

FASTER Asset Solutions is pleased to submit our proposal, City of El Segundo, CA, Migration Budgetary Quote Only. FASTER has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. FASTER is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe FASTER is a superior choice because of the following key strategic differences in our company.

### The Most Experienced Staff in the Industry:

Seventy percent of FASTER's technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as FASTER. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

### FASTER Invests in the Long-Term:

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. FASTER Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

### We are Product and Service Focused:

Likely the most important distinction of our company is that FASTER is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

FASTER Asset Solutions  
[FASTERasset.com](http://FASTERasset.com) | [LinkedIn](#) | [Facebook](#)



Sales@fasterasset.com  
757.623.1700

Adam Tolbert

adam.t@fasterasset.com





**FASTER Asset Solutions**  
760 Lynnhaven Pkwy, Suite 203  
Virginia Beach, VA 23452  
United States

T: 4023055850

**Quote #** 1559 v3  
**Date** Aug 10, 2023  
**Expires** Nov 1, 2023  
**Contact** Adam Tolbert

**Prepared for** City of El Segundo  
Ron Griffin  
150 Illinois St.  
El Segundo, CA 90245-4352  
United States  
E: rgriffin@elsegundo.org

**ACCEPT QUOTE**

## City of El Segundo, CA, Migration Budgetary Quote Only

### FASTER Web Core

#### One-Time Fees

Category	Item	Qty
LICENSE	<b>FASTER WEB CORE LICENSE FEE</b> FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at \$5,000 or greater and active). <ul style="list-style-type: none"> <li>This includes one instance of the FASTER Web Application with one database.</li> <li>Unlimited user access (named accounts) included.</li> </ul> 10% Item Discount (\$1,500.00) FASTER (Code: 001)	150
LICENSE	<b>FASTER WEB Non Standard Assets License Fee</b> For non standard assets (initial purchase price <\$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support. Fuel Only assets are also considered non standard regardless of initial purchase price. FASTER (Code: 012a)	30
SETUP / INTERFACE	<b>Database Management &amp; Setup Migrating Customer</b> Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. <ul style="list-style-type: none"> <li>Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location</li> </ul> FASTER Asset (Code: 620)	1



One-Time Subtotal	\$17,750.00
Discount	(\$1,500.00)

### Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE	<b>FASTER WEB CORE ANNUAL SUPPORT &amp; MAINTENANCE</b> FASTER WEB Core annual support and maintenance fee per standard asset.  FASTER (Code: 001A)	150
SUPPORT and MAINTENANCE	<b>FASTER WEB NON STANDARD ANNUAL SUPPORT &amp; MAINTENANCE</b> FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset.  FASTER (Code: FWNSALICANN)	30
SUPPORT and MAINTENANCE	<b>Database Annual Support and Maintenance</b> Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management.  <ul style="list-style-type: none"> <li>Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location</li> <li>Includes 24x7x365 cloud database access.</li> </ul> FASTER (Code: DBMSANN)	1

\* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	\$12,150.00
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## FASTER Web Add-On Solutions

### One-Time Fees

Category	Item	Qty
SETUP / INTERFACE	<b>Fuel Import - Single Vendor (Existing Customer) - EJ Ward Fuel Island + EV Charging</b> Single Vendor Fuel Import  This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options:  <ol style="list-style-type: none"> <li>Import a new fuel vendor fuel transaction file.</li> <li>Import a new fuel file from your existing vendor.</li> </ol> FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system.  Site & Dispenser optional add on is available, if required, to the single vendor fuel import  FASTER (Code: 301)	2



Category	Item	Qty
SETUP / INTERFACE	<p><b>Single Vendor Site and Dispenser Add On - EJ Ward Fuel Island</b></p> <p>This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory.</p> <p>100% Item Discount (\$2,575.00)</p> <p>Faster Asset (Code: 303)</p>	1
SETUP / INTERFACE	<p><b>Dashboard</b></p> <p>The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.</p> <p>100% Item Discount (\$10,300.00)</p> <p>FASTER (Code: 207nc)</p>	1
SETUP / INTERFACE	<p><b>Barcoding Add-On Setup</b></p> <p>The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control.</p> <ul style="list-style-type: none"> <li>• Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well.</li> <li>• Simplifies inventory and intake processes for inventory items and storerooms.</li> <li>• Quickly scan incoming inventory with 2D or Symbology - Code 128 barcodes.</li> <li>• Reduces data errors that occur with any manual data entry process.</li> <li>• Print barcode labels for items, including labels for a range of items simultaneously.</li> </ul> <p>FASTER (Code: 208)</p>	1

One-Time Subtotal	\$26,265.00
Discount	(\$12,875.00)

**Annual Fees**

Category	Item	Qty
SUPPORT and MAINTENANCE	<p><b>Fuel Import Single Vendor Support and Maintenance Existing Customer EJ Ward Fuel Island + EV Charge</b></p> <p>Annual support and maintenance for fuel import for existing customer</p> <p>FASTER (Code: 301ann)</p>	2
SUPPORT and MAINTENANCE	<p><b>Single Vendor Site and Dispenser Support and Maintenance - EJ Ward Fuel Island</b></p> <p>Annual support and maintenance for site and dispenser</p> <p>FASTER (Code: 303ann)</p>	1
SUPPORT and MAINTENANCE	<p><b>Dashboard Annual Support and Maintenance</b></p> <p>FASTER (Code: 207ncann)</p>	1



Category	Item	Qty
SUPPORT and MAINTENANCE	<b>Barcoding Add-On Annual Support &amp; Maintenance</b> Annual recurring support and maintenance for barcode module  FASTER (Code: 208ANN)	1
Addon Modules / WEB	<b>Authentication Provider Integration w/Auth0 for Enterprise Connections</b> This Auth0 integration add-on provides authentication options for FASTER Web including the ability to integrate with a third-party cloud directory provider such as Azure AD or Azure AD + SAML. This requires enterprise connections and will provide Single Sign On capabilities.  Additionally, you can have the Authentication Provider to provide authentication for your users if you don't have a cloud directory provider or if you have users who are not part of your directory that need access to FASTER Web.  FASTER (Code: AuthEnt)	1

\* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	\$10,053.00
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## FASTER Web Implementation

### One-Time Fees

Category	Item	Qty
Service / Data	<b>Migration Data Conversion</b> The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web. <ul style="list-style-type: none"><li>• Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope</li><li>• Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope</li></ul> Faster Asset (Code: 408) Base Price	1

One-Time Subtotal	\$20,000.00
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## FASTER Web Training

### One-Time Fees

Category	Item	Qty
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Category	Item	Qty
Training	<b>Implementation Training</b> <ul style="list-style-type: none"> <li>• Faster Web 101 Introduction</li> <li>• Training Planning Meeting</li> <li>• Pre-Go Live               <ul style="list-style-type: none"> <li>• Six sessions totaling 8 hours of remote, live, instructor-led training focusing on a functional understanding of FASTER Web features to help prepare you for Go Live</li> </ul> </li> <li>• Go Live               <ul style="list-style-type: none"> <li>• Three days of onsite, live, instructor-led training</li> <li>• Covers functions necessary in day-day fleet work</li> </ul> </li> <li>• 90 Days Post-Go Live               <ul style="list-style-type: none"> <li>• Deployment 30 min weekly Status Consult for 1st 30 days</li> <li>• Health Check 2-hr call 60 and 90 days from Go Live.</li> </ul> </li> <li>• Ongoing through 1st Year               <ul style="list-style-type: none"> <li>• Access to FASTER Resource Central</li> <li>• Monthly public Q&amp;A and Seminar on specific topics</li> </ul> </li> </ul>	1
Code: 512-SGL		

One-Time Subtotal	\$15,950.00
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## Summary

Please contact us if you have any questions.

One-Time Subtotal	\$79,965.00
Discount	(\$14,375.00)
<b>Total One-Time</b>	<b>\$65,590.00 USD</b>
<b>Total Annual Support And Maintenance</b>	<b>\$22,203.00 USD</b>

**ACCEPT QUOTE**



**Cost Breakdown**

Category	One-Time Fees	Annual Fees
LICENSE	\$15,750.00	—
SUPPORT and MAINTENANCE	—	\$17,403.00
SETUP / INTERFACE	\$28,265.00	—
Addon Modules / WEB	—	\$4,800.00
Service / Data	\$20,000.00	—
Training	\$15,950.00	—
Discount	(\$14,375.00)	—
<b>Total</b>	<b>\$65,590.00 USD</b>	<b>\$22,203.00 USD</b>



- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- PAYMENT TERMS:
  - One Time Fees: 30% at Purchase Confirmation/30% at Installation of Software/20% at System Overview/20% at Delivery of Converted Data, Go Live.
  - 100% of Annual Fees at Installation of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year's annual fee.

**Legacy Data Preparation and Cleanup**

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.



## City Council Agenda Statement

Meeting Date: July 2, 2024

Agenda Heading: Staff Presentations

Item Number: D.5

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### TITLE:

Agreement with the Los Angeles Chargers NFL Team for the City of El Segundo Fire Department to Provide Standby Emergency Medical Services for Practices at the New Chargers Training Facility in El Segundo

### RECOMMENDATION:

1. Authorize the City Manager to execute an agreement with the Los Angeles Chargers for the City of El Segundo Fire Department to provide standby emergency medical services for practices at the new Chargers Training Facility in El Segundo.
2. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

The Los Angeles Chargers ("Chargers") organization will reimburse the City of El Segundo the fully burdened overtime rate for the firefighter/paramedic and suppression personnel assigned at each practice session. The proposed coverage is for two fire personnel to provide four hours of coverage per practice session. The cost will be paid out of the Fire Department's Overtime Reimbursement budget line item and the City will request reimbursement from the Chargers on a quarterly basis. The fully burdened overtime rate for the following Fire Department personnel is as follows:

Fire Battalion Chief: \$292.70 per hour (Overtime at 1.25 per MOU)

Fire Captain: \$210.65 per hour

Fire Engineer: \$172.09 per hour

Fire Paramedic: \$155.48 per hour

Fire Firghter: \$115.71 per hour

The rates stated above are for FY 2024-25. The rates will be adjusted when a new Cost Allocation Plan is updated.

The second charge will be for the Rescue Ambulance being used for the standby. This

## **LA Chargers Standby Emergency Medical Services**

**July 2, 2024**

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rate is determined by the California Office of Emergency Services on a per day rate, which is currently \$260 per day.

The third charge applied to the standby coverage is if a Chargers player or personnel requires transportation to a hospital, the standard transport fees and paramedic services will apply.

Staff is anticipating this agreement to be fully cost recoverable. The total cost and reimbursement amount of the agreement is approximately \$100,000. No budget appropriation is requested at this time.

### **BACKGROUND:**

The NFL developed and implements an effective Emergency Action Plan (EAP) as an essential process in improving outcomes for sick and injured players. This EAP represents a collaborative approach to delivery of critical care by an interdisciplinary team of medical professionals responding to injuries in the high-profile NFL environment. This EAP has been developed to comply with all local and state protocols, and to be compliant with all requirements of Article 39, Section 4 of the March 15, 2020 NFL Collective Bargaining Agreement.

Team medical personnel shall annually review the entire EAP to ensure that it complies with all local regulations, policies and procedures, as well as current accepted best practice standards. Pursuant to Article 39, Section 4 of the March 15, 2020, Collective Bargaining Agreement, the NFL and NFL Players Association have jointly selected an expert in the field of emergency medicine to help them establish minimum standards, protocols and a standardized format for the club's EAP. This EAP shall be submitted to the league's designated expert in accordance with league-mandated annual compliance review.

The Chargers staff is mandated to conduct preseason medical aid training with the identified agencies providing medical standby and treatment to the Chargers players. The training consists of the NFL's recommended treatment modalities that commonly occur during practices and competition.

### **DISCUSSION:**

The NFL requires mandatory medical standby coverage to conduct their practices. This is a mix of courtesy coverage ("Soft Coverage") in which the El Segundo Firefighter/Paramedic team will stage at the Chargers Training Facility and be present in case of any incidents, but will respond immediately if an emergency call in the City occurs. This coverage is considered Soft Coverage because there is no charge for the standby. This coverage differs from the mandatory standby coverage ("Hard Coverage") because these practices have no player contact and no football pads are worn.



## **LA Chargers Standby Emergency Medical Services**

**July 2, 2024**

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Hard Coverage occurs when there is a practice session with intended player contact and football pads are worn. The Hard Coverage will be charged at the fully burdened overtime rate of the personnel assigned plus the administrative staff time to process the invoices. The other charge related to Hard Coverage is the required ambulance presence. This separate charge is billed according to the California Office of Emergency Services, which is currently \$260 per day. The El Segundo Fire Department will use the reserve Rescue/Ambulance with overtime personnel for the mandatory standby coverage practices, so as not to reduce services for City emergency calls.

There are 28 practices in preseason between July 23, 2024 and August 8, 2024. Of those practices, 14 are Hard Coverage days and 14 are Soft Coverage days. During the season, the expectation is one Hard Coverage day per week. Hard Coverage will be covered by overtime personnel and not on-duty personnel. Soft Coverage is covered by an on-duty ambulance or fire engine that will be available immediately for any 911 call in the community. Each practice is scheduled in three to four hour blocks, usually midday. To ensure expected coverage is maintained, LA County Fire Department will provide the Chargers coverage when El Segundo Fire Department is not able to fill the scheduled days. If approved, this will be a non-mandatory additional assignment for the firefighters scheduled 10 days in advance of the scheduled days.

The City Attorney has drafted the formal contract to add a full indemnification clause, terms, and scope to protect the City.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Optimize Community Safety and Preparedness

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

#### **PREPARED BY:**

George Avery, Fire Chief

#### **REVIEWED BY:**

George Avery, Fire Chief

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Chargers 2024 EAP (1)
2. NFL Chargers Training Camp Schedule



**2024**

## **EMERGENCY ACTION PLAN**

Development and implementation of an effective Emergency Action Plan (EAP) is an essential process in improving outcomes for the sick and injured. This EAP represents a collaborative approach to delivery of critical care by an interdisciplinary team of medical professionals responding to injuries in the high-profile NFL environment.

This EAP has been developed to comply with all local and state protocols, and to be compliant with all requirements of Article 39, Section 4 of the March 15, 2020 Collective Bargaining Agreement.

Club medical personnel shall annually review the entire EAP to ensure that it complies with all local regulations, policies, and procedures as well as current accepted best practice standards. Pursuant to Article 39, Section 4 of the March 15, 2020 Collective Bargaining Agreement, the NFL and NFLPA have jointly selected an expert in the field of emergency medicine to help them establish minimum standards, protocols and a standardized format for club Emergency Action Plans ("EAP"). This EAP shall be submitted to the league's designated expert in accordance with league mandated annual compliance review. The club's medical staff shall consider and implement all appropriate recommendations resulting from the league's designated reviewer audit. The EAP shall be updated to reflect all appropriate changes by deadlines established by league EAP officials.

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## General Response Tendencies

### The Critical Care Triangle™

When responding to an injury, the medical team will do so by forming a Critical Care Triangle (CCT)™ made up of a first responder at the injured persons head, and two others on either side of the athlete. The CCT is a fluid and collaborative approach. The first responder at the head shall be designated as the injury management leader. The leadership role may be handed off as more qualified / appropriate medical personnel arrive on scene. The CCT leader shall collaborate with other medical team personnel during management to appropriately assign critical care roles, including:

1. Team Leader
2. Medical Relay
3. Activation of EMS
4. EMS Escort
5. (2) Compressors
6. Defibrillator
7. (2) Airway Management
8. Medication (Draw, verify, and administer)
9. Recorder
10. Athletic Equipment Management
11. Preparation for Patient Transfer and Transport
12. Notification of Receiving
13. Injury Surveillance and Response Backfill

The initial formation of, and on-going execution of, the CCT approach to injury management will be dependent upon several factors, including, but limited to: 1) personnel available, 2) first responder to arrive at the injury scene, 3) location of the injury, and 4) injury surveillance. Therefore, a specific CCT approach is provided for each venue.

## Required Annual Rehearsal Scenarios

### Spine/Head Trauma

#### Precautionary Stable Neurological Package and Transport

The appropriateness and timing of equipment removal will ultimately be a collaborative medical team decision based on each unique circumstance. Athletes found in the prone position will be repositioned to supine using a log-roll-push maneuver. If the need for transport is acutely obvious and the athlete is otherwise stable, the medical team may elect to reposition the athlete directly to a long spine board. If the need for transport is not immediately apparent, the athlete will be repositioned to supine using a log-roll-push maneuver. If the medical team determines that the athlete is to be transported, the medical team will remove the athlete's face mask, leaving the helmet in place, and transfer the supine athlete to a long spine board using one of the approaches below, of which the medical team's preferences are in bold:

#### Best Practice Transfer Techniques

1. **Flat 6-8 Person-Lift maneuver**
2. **Traditional log-roll maneuver with vertical pause**
3. Traditional Log-roll maneuver
4. Log-roll-push maneuver
5. Log-roll-push maneuver with vertical pause

Once the athlete is transferred to the long spine board, the athlete will be secured to the long spine board using appropriate cervical immobilization devices. The immobilized athlete will be transferred to an EMS gurney or first responder cart and evacuated to the side of the ambulance stationed in the designated evacuation zone. The medical team will reassess the athlete and determine any need for further equipment management

and care prior to loading the athlete in the ambulance for transport to the agreed upon appropriate receiving facility.

### Unstable Neurological Package and Transport

The appropriateness and timing of equipment removal will ultimately be a collaborative medical team decision based on each unique circumstance. Unstable athletes found in the prone position will be immediately repositioned to supine and placed in cervical neutral position using a log-roll-push maneuver. Unstable athletes found in the supine position will be placed in cervical neutral position unless contraindicated by the presence of any of the following:

1. Increased pain
2. Increase in neurologic signs and symptoms
3. Resistance to movement
4. Apprehension of athlete or medical personnel

If repositioning to cervical neutral is initially contraindicated, the medical team will reassess and make a collaborative decision regarding the most appropriate management strategy.

Upon completion of the initial assessment, the medical team will collaborate to decide the most appropriate measures to be taken to prepare the athlete for evacuation from the field to the ambulance stationed in the designated evacuation zone. Prior to evacuating the athlete, the medical team will collaborate to determine the most appropriate equipment management approach. The team will deliberate between the following approaches of which the medical team's preferred approach is in bold:

#### Best Practice Equipment Removal Approaches

- 1. Trauma Naked (removal of all equipment) prior to transfer to long spine board**
2. Trauma Naked (removal of all equipment) following transfer to long spine board
3. Face Mask removal only
4. Face Mask removal and exposing the chest, leaving the helmet and pads in place following transfer to long spine board
5. Helmet removal only, using pack and fill technique to maintain cervical neutral positioning

Once the athlete has been transferred to a long spine board, the athlete will be secured to the long spine board using appropriate cervical immobilization devices. The immobilized athlete will be transferred to an EMS gurney or first responder cart and evacuated to the side of the ambulance stationed in the designated evacuation zone. The medical team will reassess the athlete and determine any need for further equipment management and care prior to loading the athlete in the ambulance for transport to the agreed upon appropriate receiving facility.

### Isolated Head Trauma Considerations

During instances of injury involving the head, the medical team will collaborate to make a differential diagnosis between concussion-like injuries and more traumatic head injuries that may involve hematoma or cerebral swelling.

### Seizure and Status Epilepticus

Seizure activity secondary to head impact is not uncommon. The medical team will collaborate to decide on the appropriate care for a single seizure lasting less than 5 minutes. A seizure lasting more than 5 minutes or two or more seizures within a five-minute period without the person returning to normal between them is referred to as Status Epilepticus (SE). The medical team will re-evaluate its initial seizure management plan and consider treating the seizure medically, particularly if the seizure activity results in decompensation.

### Trismus

Trismus, commonly called lockjaw, is a reduced opening of the jaws (limited jaw range of motion). It may be caused by spasm of the muscles of mastication or a variety of other causes, including seizure secondary to head trauma. Trismus presents a challenge when critical care requires airway management or CPR. If trismus

interferes with the ability of the medical team to provide effective airway management, the medical team will collaborate to decide on the most appropriate response, including, but not limited to:

1. On-going BMV that prevents decompensation;
2. Placement of nasopharyngeal airways;
3. Rapid sequence intubation.

### Truncal Trauma with Hypotension

Athletes suspected of having suffered an internal injury will be brought to the training room for further medical evaluation and on-going monitoring. If signs and symptoms indicate the possibility of significant truncal trauma, the medical team will activate 911 for immediate transport to the agreed upon receiving facility.

### Cardiac Arrest / Arrhythmia

#### Transport During / Following Resuscitation or Other Medical Emergency Efforts

During resuscitation, airway support, or other medical emergencies, the medical team will desire to have sufficient patient access to complete critical care tasks in the most efficient manner. The medical team will collaborate to determine the most appropriate equipment management strategy that is determined to provide the best patient access for completion of critical care tasks.

### Best Practice Medical Emergency Athletic Equipment Safe Handling Approaches

#### Expose-Trauma Naked-Transfer

This approach calls for exposing the athlete's chest and airway by cutting the jersey and pads and removing the face mask, respectively. Critical care is then completed with the equipment otherwise left during critical care. The equipment is then removed in its entirety prior to transfer to the long spine board.

#### Trauma Naked

This approach calls for all equipment to be removed prior to the start of critical care procedures.

#### In-Process Removal

This approach calls for systematic removal of equipment at specified intervals between critical care procedures.

### Athletic Equipment Removal Techniques

During deliberation of the appropriateness, timing, and location of athletic equipment management removal, the medical team will consider important factors influencing the clinical decision, including, but not limited to:

1. Team familiarity
2. Clinical presentation
3. Transport time
4. Transport crew equipment removal knowledge and skills
5. Receiving facility equipment removal knowledge and skills
6. Environmental factors
7. Number of skilled medical personnel available
8. Provider ergonomics

When equipment removal is required the medical team will collaborate to determine the most appropriate technique to employ. The medical team will consider the following best practice approaches, of which the medical team's preference is indicated in bold:

#### Best Practice Athletic Equipment Removal Technique

1. **Traditional Flat-Supine-Slide Technique**
2. Combined-Tool Approach
3. Torso-Lift



The equipment removal strategy decision will be a collaborative decision based on important factors, including, but not limited to:

1. Team familiarity
2. Clinical presentation
3. Size of the athlete
4. Environmental factors

## **Other Injury Scenarios / Conditions of Emphasis**

### **Blood Borne Pathogens (BBP) and Other Potentially Infectious Materials (OPIM)**

In the event of an injury resulting in bleeding or exposure to OPIM, participants should be removed from the event as soon as practical, responding medical personnel should don appropriate Personal Protective Equipment (PPE) and begin immediate and aggressive measures to stop bleeding, cover any open wounds or skin lesions, and contain any OPIM.

### **BBP/OPIM Handling During Injury Care**

During injury care, the following procedure shall be followed:

1. Properly don appropriate PPE;
2. Immediately replace any PPE that becomes damaged or if their ability to function as a barrier is compromised during care;
3. Replace all PPE every 10 min during injury care;
4. Properly doff all PPE and place in appropriate biohazard waste container or bag;
5. Wash hands thoroughly with soap and warm water.

### **BBP/OPIM Handling Following Injury Care**

Following injury care, the following cleaning procedures shall be followed:

1. Properly don appropriate PPE;
2. Use paper towels to absorb all fluids and OPIM;
3. Discard paper towels in biohazardous waste container;
4. Properly doff PPE and place in biohazardous waste container;
5. Properly don another pair of gloves and appropriate PPE;
6. Clean the contaminated area with a fresh 1:10 bleach-water solution or other appropriate disinfectant by saturating the area with solution and allowing solution to soak for 10-20 minutes;
7. Wipe down the area using paper towels;
8. Discard paper towels in biohazard waste container;
9. Properly doff PPE and place in biohazardous waste container;
10. Wash hands thoroughly with soap and warm water.

### **Return to Play**

Return to play for athletes is determined by appropriate medical staff. Open wounds must be covered by a bandage sturdy enough to withstand the demands of participation. If a participant's uniform is saturated with blood or OPIM, appropriate medical personnel should assess the need to treat or change the participant's uniform prior to returning to allow the participant to return to the event.

### **Heat Stroke**

If an athlete presents with signs and symptoms of a heat-related illness, the medical team will collaborate to decide on the appropriate management strategy. Athletes demonstrating signs and symptoms of heat-illness will be evacuated to the designated cool zone where team medical personnel will attempt to cool the athlete by:

1. Removing all equipment from the athlete;
2. Placing the athlete in air conditioning or in front of cooling fans;
3. Begin a fluid resuscitation protocol;
4. Monitor the athlete for signs and symptoms of onset of heat stroke.

If an athlete presents with signs and symptoms of a heat-illness that include altered mental status, the medical team will collaborate to rule out other possible medical conditions that may be causing the observed presentations. If the medical team determines the cause of signs and symptoms, including altered mental status, to be resulting from heat stroke, the medical team will initiate the Cool First-Transport Second protocol.

## **Cool First-Transport Second Protocol**

### ***Cold Water Immersion***

1. The athlete will be evacuated to the designated cool zone;
2. The medical team will remove all equipment from the athlete;
3. The medical team will insert a rectal thermistor and place the athlete in the cold-water immersion tank so that the water is at the nipple line when the athlete is seated in the tub;
4. The medical team will obtain an initial rectal temperature reading;
5. A designated medical team member will activate EMS;
6. The medical team will maintain water temperature between 50-59°F for optimal cooling;
7. Medical team members will use towels to continually circulate the water in the tub.
8. Way to keep the athlete's head above water in case the athlete becomes unconscious.

### ***Medical Interventions***

With the initiation of cold-water immersion and sudden changes in core body temperature there is a risk of cardiac arrest. Therefore, the medical team will be monitoring for the onset of cardiac arrest. In the event of cardiac arrest, the athlete will be evacuated from the cold-water immersion tank to a dry area. The medical team will dry the chest of the athlete off and begin resuscitation efforts.

Once the athlete's rectal temperature falls to 104°F and is trending down, the medical team will collaborate to decide on appropriate interventions, including:

1. Fluid resuscitation;
2. Carbohydrate ingestion;
3. Oxygen therapy.

### ***Evacuation and Transport***

When the athlete's rectal temperature is at 102°F and trending down, the medical team will collaborate to decide if evacuation from the cold-water immersion tanks for transport is appropriate and to what facility the athlete is to be transported to.

## **Mental Health**

### **Identification of Mental Health Emergencies and Level of Intervention**

When faced with a potential mental health issue, decisions regarding the level of intervention and/or appropriate referral will be a collaborative interdisciplinary clinical decision that includes various stakeholders, including coaches, team medical personnel, and members of the crisis management team.

### ***Urgent Care Criteria***

When faced with a mental health issue team medical will collaborate to decide if the situation warrants urgent care. Urgent care is indicated when there is any immediate threat to safety. Significant warning signs of an immediate threat to safety include, but are not limited to:

1. Is there concern that the individual will harm themselves or others?
2. Did the individual make a physical or verbal threat?
3. Does the provider feel threatened or uncomfortable?
4. Is the individual exhibiting signs and symptoms of substance use?
5. Does the individual have access to a weapon?
6. Is there the potential for future harm to self or others?
7. Is the individual presenting with signs and symptoms of severe depression?

Once acute urgent care has been initiated and when deemed appropriate, a designated team medical person will contact the crisis management team to organize and plan follow-up care and management.

### **Non-Urgent Care**

If the medical team's clinical decision does not involve urgent care, team medical personnel will contact the crisis management team to organize and plan follow-up care and management.

## Emergency Action Plan Personnel

### Athletic Training Staff

Director of Player Health, Wellness, & Performance	Marco Zucconi	C – 415-259-7246	O – 657-356-2006
Head Athletic Trainer	Salvador Lopez	C – 559-408-8502	O – 657-356-2007
Assistant AT	Alvin Cabrera	C – 209-639-1687	O – 657-356-2004
Assistant AT, PT	Allison Miner	C – 760-579-3202	O – 657-356-2152
Assistant AT	Sam O’Leary	C – 253-722-4015	O – 657-356-2081
Assistant AT, PT	Bobby Gragston	C – 318-727-2229	O –
Physical Therapist	Marcus Owens	C – 850-345-8686	O –
Seasonal Assistant AT	Erika Clark	C – 904-710-8209	O – 657-356-2075

### Physicians

Head Team Orthopedist	Dr. David Gazzaniga	C – 949-945-8441	O – 949-722-7038
Team PCSM Physician	Dr. Eugene Yim	C – 617-921-5717	O – 949-688-0200
Spine Surgeon	Dr. Richard Lee	C – 614-245-3225	O -
Spine Surgeon	Dr. Jeremy Smith	C –	O -
Team Orthopedist	Dr. Russell Petrie	C – 949-244-9844	O – 949-722-7038
UNC	Dr. Mark Krueger	C - 323-496-4992	
ERP Co-Lead	Dr. Roger Lewis	C - 310-720-1661	
ERP Co Lead	Dr. Denise Witfield	C – 310-429-1963	

### Airway Management Physicians

On Field AMP1	Dr. Roger Lewis	C – 310-720-1661
On Field AMP2	Dr. Teresa Liu	C – 347-262-8204
On Field AMP	Dr. Manpreet Singh	C – 714-321-4746
On Field AMP	Dr. Shira Schlesinger	C – 619-669-8075
On Field AMP	Dr. Denise Witfield	C - 310-429-1963

### Emergency Medical Services

LA Fire – EMS Coordinator	Victor Garcia	C – 562-889-0307	<a href="mailto:Victor.garcia@fire.lacounty.gov">Victor.garcia@fire.lacounty.gov</a>
LA Fire – EMS MD	Saman Kashani, MD	C – 323-629-5412	<a href="mailto:Saman.kashani@fire.lacounty.gov">Saman.kashani@fire.lacounty.gov</a>
Costa Mesa Fire & Rescue: Fire Captain/EMS Manager	Justin Horner	C – 714-356-2866	O – 714-327-7403

### Mental Health Crisis Team

Mental Health Coordinator	Herb Martin	C – 858-945-8493	
Crisis Counselor	Herb Martin	C – 858-945-8493	
Suicide Hotline		1-800-784-2433	1-800-TALK

### Team Staff

Player Personnel Rep	Arthur Hightower	C – 858-531-8441	O – 657-356-2154
Director of Team Security	Bill Stetson	C – 619-990-7712	O – 657-356-2114
Stadium General Manager	Otto Benedict	C – 310-617-2516	O –
Stadium Event Operations	Erin Quigley	C – 602-722-2180	O –
Equipment Manager	Chris Smith	C – 858-531-5647	O – 714-540-7100
Stadium Security Manager	Nick Bermensolo	C – 503-260-7838	O –

## TRAINING CAMP EMERGENCY ACTION PLAN

### **Pre-Event Medical Meeting**

Our staff will conduct a brief medical meeting with visiting team medical personnel to discuss the venue specific EAP prior to the start of activities. Please let our staff know if you have preferences regarding use of your own equipment, specific safe handling measures, and/or equipment removal strategies.

### **Training Camp Injury Surveillance and Medical Coverage**

The playing field and immediate surroundings are under constant surveillance by designated medical personnel who will make up the CCT when responding to persons in need. The CCT is a fluid triangle composed of the 3 members of the medical staff. During training camp activities, the designated CCT personnel are strategically positioned throughout the venue to provide ground level surveillance. Surveillance positions are determined to allow medical personnel to scan their assigned area every 10 seconds and to respond to persons in need within 20 seconds.

### **EMS Services**

On-site advanced life support (ALS), including paramedics (EMT-P), emergency medical technicians (EMT), and all appropriate ALS equipment are provided throughout training camp.

### **Activating the Training Camp Emergency Action Plan**

#### **Communication**

The following individuals are connected via radio during training camp:

- Athletic Training Staff
- Physicians
- EMS

#### ***Life-Threatening Medical Emergency***

**Radio:** "Code Red" radio call

**Back-up Hand Signal:** Arms overhead and crossed

#### ***Non-Life-Threatening Medical Emergency***

**Radio:** "Code Blue" radio call

**Back-up Hand Signals:** Straight Arms Out Position

#### **Activating Emergency Medical Services**

When on-site EMS coverage is provided, the athletic training staff will establish radio communications with the crew. The EMS crew will be stationed in a location with established and maintained clear lines of sight to facilitate the receiving of back-up communication hand signals.

### **Training Camp Emergency Response Equipment**

#### **Ambulance Location:**

South-west end of fields in turn-about next to athletic training tent

#### **Evacuation Zone**

Access road through Costa Mesa High School, via Arlington Drive

### **Location of Transport Cart**

South-west end of fields in turn-about next to athletic training tent

### **Location of LSB**

South-west end of fields in turn-about next to athletic training tent

### **Location of AED**

South-west end of fields in turn-about next to athletic training tent

### **Location of ALS Medications**

South-west end of fields in turn-about next to athletic training tent

### **Location of Airway Management Medications**

With ALS in rig

### **Location of BLS Emergency Kits**

South-west end of fields in turn-about next to athletic training tent

### **Designated Cool Zone**

South-west end of fields in turn-about next to athletic training tent

### **Training Camp Receiving Facilities**

UC Irvine Medical Center (LI)

101 The City Dr., South Orange, CA. 92868

- Primary Surgery Contact: Dr. Michael Lekawa
- Emergency Phone: 949-945-8441 (surgeon cell)
- Surgery Director: Dr. Michael Lekawa
- Surgery Supervisor: Dr. Michael Lekawa

Nearest Hospital / General Medical Emergencies: Hoag Newport Beach

1 Hoag Drive, Newport Beach, CA 92663

- Primary Surgery Contact: Scott Norton
- Emergency Phone: 714-331-1123
- Surgery Director: Michael Hurwitz
- Surgery Supervisor: n/a

Orthopedic Trauma Injury: Hoag Hospital Irvine

1620 Sand Canyon Ave., Irvine, CA. 92618

- Primary Surgery Contact: Scott Norton
- Emergency Phone: 714-331-1123
- Surgery Director: Michael Hurwitz
- Surgery Supervisor: n/a

### **Training Camp Injury Response Procedures**

#### **Training Camp Home Team Injury**

In the event of an injury, the medical team's critical care triangle (CCT) will be the first to respond. During training camp, the first responder to arrive at the person in need will assume the leadership role at the person's head. As more medical personnel arrive the CCT leader will assign appropriate roles and collaborate with other medical personnel to consider appropriate leadership handoff. The other CCT members shall position themselves at either side of the injured person. All club medical personnel are trained to effectively complete critical care tasks associated with any position within the CCT, allowing for different medical team members to be assigned various roles as circumstances dictate. When the CCT is engaged all medical staff will remain on alert and be ready to respond to any needs communicated by the CCT. A medical staff member designated as the Medical Relay will

step from the sideline to a position offering a clear sightline through which all CCT needs can be relayed to sideline medical personnel.

Following an initial injury assessment, members of the CCT will collaborate to determine an appropriate management strategy. The CCT will signal to the sideline via radio and back up hand signals to communicate the injury status and the level of support required to execute the decided upon management approach. To reduce confusion and facilitate efficient care during injury management, the CCT will collaborate to determine appropriate on-going injury management leadership and role delineation. The injury management leadership role may be handed off to medical team members with specific expertise in the current medical and safe handling needs. The following roles will be designated by the initial CCT leader during on-field injury management:

1. Team Leader
2. Medical Relay
3. Activation of EMS
4. EMS Escort
5. (2) Compressors
6. Defibrillator
7. (2) Airway Management
8. Medication (Draw, verify, and administer)
9. Recorder
10. Athletic Equipment Management
11. Preparation for Patient Transfer and Transport
12. Athlete Escort(s)
13. Notification of Receiving
14. Injury Surveillance and Response Backfill

#### **Patient Handoff, Backfill, and Resumption of Activities**

When injury care results in specialized medical intervention such as administration of specialized medications, placement of airway support devices, or administration of paralytics, the medical team will collaborate to determine the most appropriate medical profession to escort the athlete during transport to the designated receiving facility. Decisions regarding appropriate escort personnel will consider, among other factors:

1. Local and regional protocols;
2. Ability of EMS to maintain care during transport;
3. Ability to backfill vital roles with remaining medical personnel;

Prior to the resumption of activities, the medical team will hold a medical meeting to backfill roles and communicate newly assigned responsibilities. When the medical team has adequately backfilled critical care roles and responsibilities, the status of medical coverage will be communicated to league officials who may decide on the appropriateness of resuming activities.

#### **Training Camp Visiting Team Injury Response**

During incidences of player injury or illness both of our medical teams become one collaborative medical unit. Our medical staff is here to aid and support your medical staff needs in every way possible. Should a visiting team player require on-field medical attention, a member of our medical team will step out from the sidelines and make themselves visible to your medical team. If there appears to have been a significant non-life-threatening injury, a member of our team will come to the scene, identify themselves, and alert the entire home team medical staff of a down athlete situation. Our alerted staff will then remain on the sideline ready to assist your staff. Our on-site medical team representative will remain on-scene to facilitate any requested assistance from our staff. If there is an injury that results in a medical emergency, look to our sideline, and give your designated medical emergency hand signal. Our medical emergency hand signals and radio calls will be communicated to initiate advanced life support (ALS).



## General Advanced Life-Support Procedures

### On-Field Injury Management Leadership

Initially, injury management will be led by the visiting team's medical personnel in accordance with their existing emergency action plan. During instances involving airway assistance or resuscitation, ALS providers, in conjunction with appointed airway management and trauma physicians will collaborate to coordinate appropriate care in accordance with local policies and procedures while the visiting team medical staff remains active in any and all supportive roles.

When ALS providers determine that it is appropriate to evacuate the athlete from the field the visiting club's medical personnel will oversee the collaborative effort to reposition, transfer, and prepare the athlete for transport in accordance with their existing emergency action plan.

When EMS is required to aid in transport of a visiting team player who has sustained a non-life-threatening injury, the visiting club's medical personnel will oversee the collaborative effort to reposition, transfer, and prepare the athlete for transport in accordance with their existing emergency action plan.

Home team medical personnel not actively involved in providing care will work with the visiting team staff to ensure continuity of care. This will include, but is not limited to, coordinating resources, ensuring proper handoff of patient care, ensuring backfill of vital roles vacated by athlete escorts, and notification of appropriate receiving facilities.

### Training Camp Emergency Response Equipment

A full complement of ALS and BLS equipment assets are available to support the needs of your medical team. The availability, location, and deployment of any requested or required assets will be reviewed during a pre-event medical meeting. If you have any questions regarding the availability of specific equipment or procedures at this venue, please do not hesitate to contact our Head Athletic Trainer prior to your departure.

### Training Camp Injury Evacuation

Athletes requiring evacuation using spinal motion restriction will be transferred to a long spine board using a collaborative effort including your team medical personnel and local EMS with consideration of your medical team preferences regarding transfer technique and equipment removal. Immobilized patients will then be transferred to a medical cart and evacuated to the ambulance.

### Mental Health Emergency Support

If an athlete or member of your staff needs mental support, contact our Mental Health Coordinator. If the individual is in a life-threatening mental health crisis, call 911. When EMS has taken over patient care in the ambulance, find out the name, location and contact information of the receiving facility. Contact our Mental Health Coordinator or a member of the athletic training staff for further support.

LA Chargers				
Medical Information for Teams Visiting Training Camp				
Training Camp Lead Medical Personnel				
<b>Director of Player Health, Wellness and Performance</b> <b>Marco Zucconi</b> Office: 657-356-2006 Cell: 415-259-7246	<b>Head Team Physician</b> <b>David Gazzaniga</b> Office: 949-722-7038 Cell: 949-945-8441	<b>Emergency Services</b> South-west end of fields in turn-about next to AT tent <ul style="list-style-type: none"><li>Richard Becker</li></ul>	<b>Medical</b>	<b>Security</b> <ul style="list-style-type: none"><li>Bill Stetson</li></ul>
<b>Head Athletic Trainer</b> <b>Salvador Lopez</b> Office: 657-356-2007 Cell: 559-408-8502	<b>Mental Health Coordinator</b> Name: Herb Martin Office: Cell: 858-945-8493	Office: 323-978-2183 Cell: 818-262-6510		Office: 657-356-2114 Cell: 619-990-7712



## Receiving Facilities

### LI Trauma

UC Irvine Medical Center  
101 The City Dr., South Orange, CA. 92868  
714-309-5785

### Preferred Pharmacy

King's Pharmacy  
Manager: Ali Rezaei  
510 Superior Ave., Newport Beach, CA. 92663  
Hotline: 949-631-4624

### Nearest

Hoag Newport Beach  
1 Hoag Drive, Newport Beach, CA 92663  
949-764-4624

## Emergency Response Equipment / Venue Evacuation

### Ambulance

ALS located at South-West end of fields in turn-about

### BLS Emergency Kit

South-west end of fields in turn-about next to AT tent

### Splints/Immobilizers

South-west end of fields in turn-about next to AT tent

### Cool Zone Location

South-west end of fields behind AT tent next to parking lot

### Transport Cart

South-west end of fields in turn-about next to AT tent

### Spine board

South-west end of fields in turn-about next to AT tent

### AED/Defibrillator

South-west end of fields in turn-about next to AT tent

### Emergency Venue Exit

Access road through Costa Mesa High School via  
Arlington Dr.

## Activating the Emergency Action Plan

### Life-Threatening Medical Emergency

**Radio:** "Code Red" radio call

**Hand:** Arms overhead and crossed

### Non-Life-Threatening Medical Emergency

**Radio:** "Code Blue" radio call

**Hand Signal:** Straight Arms Out Position

## Response Tendencies

**Leadership:** First ATC or physician to respond

**Airway Management:** EMS

**Resuscitation / Compressor Pool:** Critical Care Triangle

**Safe Handling:** Critical Care Triangle

**Equipment Removal:** Critical Care Triangle

**Evacuation:** LSB to medical cart to gurney to ambulance

**Handoff / Backfill:** ATCs and EMS

## REGULAR SEASON PRACTICE EMERGENCY ACTION PLAN

### Pre-Event Medical Meeting

Our staff will conduct a brief medical meeting with visiting team medical personnel to discuss the venue specific EAP prior to the start of activities. Please let our staff know if you have preferences regarding use of your own equipment, specific safe handling measures, and/or equipment removal strategies.

### Regular Season Injury Surveillance and Medical Coverage

The practice field(s) and immediate surroundings are under constant surveillance by designated medical personnel who will make up the CCT when responding to persons in need. The CCT is a fluid triangle composed of the 3 members of the medical staff. During regular season practices, the designated CCT personnel are strategically positioned throughout the venue to provide ground level surveillance. Surveillance positions are determined to allow medical personnel to scan their assigned area every 10 seconds and to respond to persons in need within 20 seconds.

### EMS Services

On-site advanced life support (ALS), including paramedics (EMT-P), emergency medical technicians (EMT), and all appropriate ALS equipment are provided throughout the regular season for all (non-walk through) practices. Padded practices: hard cover. Non-padded practices: Soft cover with potential for crew to be called to outside

emergency. If EMS is called away and an emergency occurs at practice, EMS will be activated via 911. Local response time is <5 minutes.

## Activating the Regular Season Practice Emergency Action Plan

### Communication

The following individuals are connected via radio during training camp:

- Athletic Training Staff
- Physicians
- EMS

### *Life-Threatening Medical Emergency*

**Radio:** “Code Red” radio call

**Back-up Hand Signal:** Arms overhead and crossed

### *Non-Life-Threatening Medical Emergency*

**Radio:** “Code Blue” radio call

**Back-up Hand Signals:** Straight Arms Out Position

### Activating Emergency Medical Services

**OPTION1:** When on-site EMS coverage is provided, the athletic training staff will alert EMS with hand signals and direct person contact. The EMS crew will be stationed in a location with established and maintained clear lines of sight to facilitate the receiving of back up communication hand signals.

**OPTION2:** On-call EMS support is provided by calling regional dispatch using the 911 system. The person designated to call 911 will stay on the phone with dispatch until instructed by dispatch to end the call. The CCT will designate a specific individual to proceed to the EMS rendezvous location and escort EMS to the injury scene.

## Regular Season Emergency Response Equipment

### Ambulance Location:

On-site/On-Call ALS

### Evacuation Zone

NW end of field in rear of parking lot of HPC

### Location of Transport Cart

North end of field next to boiler room

### Location of LSB

North end of field next to boiler room

### Location of AED

North end of field next to boiler room

### Location of ALS Medications

With on-call ALS

### Location of Airway Management Medications

With ALS

### Location of BLS Emergency Kits

North end of field next to boiler room

## Cool Zone Location

North end of field next towards athletic training room alley

## Regular Season Practice Receiving Facilities

UC Irvine Medical Center (LI)

101 The City Dr., South Orange, CA. 92868

- Primary Surgery Contact: Dr. Michael Lekawa
- Emergency Phone: 949-945-8441 (surgeon cell)
- Surgery Director: Dr. Michael Lekawa
- Surgery Supervisor: Dr. Michael Lekawa

Nearest Hospital: Hoag Newport Beach

1 Hoag Drive, Newport Beach, CA 92663

- Primary Surgery Contact: Scott Norton
- Emergency Phone: 714-331-1123
- Surgery Director: Michael Hurwitz
- Surgery Supervisor: n/a

Non-Urgent Orthopedic Injury: Hoag Hospital

1620 Sand Canyon Ave., Irvine, CA. 92618

- Primary Surgery Contact: Scott Norton
- Emergency Phone: 714-331-1123
- Surgery Director: Michael Hurwitz
- Surgery Supervisor: n/a

## Regular Season Practice Injury Response Procedures

### Regular Season Practice Home Team Injury

In the event of an injury, the medical team's critical care triangle (CCT) will be the first to respond. The first responder to reach the person in need will assume a leadership role and position themselves at the patient's head, perform an initial survey, and alert the remainder of the medical team. As other members of the medical team arrive, they will assume vacant positions within the CCT. All club medical personnel are trained to effectively complete critical care tasks associated with any position within the CCT, allowing for different medical team members to be assigned various roles as circumstances dictate. When the CCT is on the field all medical staff will remain on alert and be ready to respond to any needs communicated by the CCT. A medical staff member designated as the Medical Relay will step from the sideline to a position offering a clear sightline through which all CCT needs can be relayed to sideline medical personnel.

Following an initial injury assessment, members of the CCT will collaborate to determine an appropriate management strategy. The CCT will signal to the sideline via radio and back up hand signals to communicate the injury status and the level of support required to execute the decided upon management approach. To reduce confusion and facilitate efficient care during injury management, the CCT will collaborate to determine appropriate on-going injury management leadership and role delineation. The injury management leadership role may be handed off to medical team members with specific expertise in the current medical and safe handling needs. The following roles will be designated by the initial CCT leader during on-field injury management:

1. Team Leader
2. Medical Relay
3. Activation of EMS
4. EMS Escort
5. (2) Compressors

6. Defibrillator
7. (2) Airway Management
8. Medication (Draw, verify, and administer)
9. Recorder
10. Athletic Equipment Management
11. Preparation for Patient Transfer and Transport
12. Athlete Escort(s)
13. Notification of Receiving
14. Injury Surveillance and Response Backfill

### **Patient Handoff, Backfill, and Resumption of Activities**

When injury care results in specialized medical intervention such as administration of specialized medications, placement of airway support devices, or administration of paralytics, the medical team will collaborate to determine the most appropriate medical profession to escort the athlete during transport to the designated receiving facility. Decisions regarding appropriate escort personnel will consider, among other factors:

1. Local and regional protocols;
2. Ability of EMS to maintain care during transport;
3. Ability to backfill vital roles with remaining medical personnel;

Prior to the resumption of activities, the medical team will hold a medical meeting to backfill roles and communicate newly assigned responsibilities. When the medical team has adequately backfilled critical care roles and responsibilities, the status of medical coverage will be communicated to league officials who may decide on the appropriateness of resuming activities.

## **GAME DAY EMERGENCY ACTION PLAN**

### **60 Minute Medical Meeting**

In accordance with NFL league requirements, our staff will conduct a medical meeting 60 minutes prior to the start of an event. Please indicate to the game day medical staff all preferences your medical team has with respect to use of your own equipment, specific safe handling measures, equipment removal strategies, and/or interdisciplinary team dynamics.

### **Game Day Injury Surveillance and Medical Coverage**

The playing field and immediate surroundings are under constant surveillance by a designated critical care triangle (CCT). Injury spotters with specific home and visiting team surveillance are positioned in the replay booth and have direct communication with their respective medical team representatives. The CCT is a fluid triangle composed of the head athletic trainer, assistant athletic trainer, and team physician. The designated CCT personnel are positioned along the sideline to continually monitor the playing field for evidence of injury to players, officials, and coaches.

### **EMS Services**

The airway management physician and other designated specialists are positioned at the home team 20/30-yard line. Advanced life support (ALS), including paramedics (EMT-P), emergency medical technicians (EMT), and all appropriate ALS equipment are stationed behind the home team sideline with a manned ambulance stationed in the tunnel at the end of the field.

## **Activating the Game Day Emergency Action Plan**

### **Communications**

The following personnel are connected via radio and will use the following radio calls and back-up hand signals to communicate needs during an injury:

1. Athletic Training Staff

2. Physicians
3. Bench Security
4. EMS

### **Life-Threatening Emergency**

Radio Call: "Code Red"

Hand signal: Arms overhead and crossed

### **Non-Life-Threatening / Medical Assist**

Radio Call: "Code Blue"

Hand Signal: Straight Arms Out Position

### **Activating Emergency Medical Services**

Broadcast of the "Code Red" radio call or giving the "arms overhead and crossed" hand signal will activate all sideline medical staff who will report to the injury scene.

### **Game Day Emergency Response Equipment**

#### **Ambulance Location:**

Southeast end zone tunnel (Visitor sideline)

#### **Evacuation Zone**

South end zone tunnel

#### **Location of Transport Cart**

Northeast tunnel (Visitor); Northwest tunnel (Home)

#### **Location of LSB**

Home team west 40-yard line behind player bench

#### **Location of Defibrillator**

30-yard line on EMS gurney - home team sideline (west side of field)

#### **Location of ALS Medications**

30-yard line on EMS gurney - home team sideline (west side of field)

#### **Location of Airway Management Medications**

30-yard line with AMP

#### **Location of BLS Emergency Kits**

Home team west 40-yard line behind player bench

#### **Cool Zone Location**

Northwest Tunnel

### **Game Day Receiving Facilities**

Neurological Injury Facility: Harbor-UCLA Medical Center (L1)

Address

- Primary Contact:
- Emergency Phone: 424-306-4000
- Surgery Director:
- Surgery Supervisor: Denise Witfield
  - Cell: 310-429-1963

Non-Neurological Injury Facility Harbor-UCLA Medical Center (L1)

1000 W. Carson St., Torrance, CA. 90502

- Primary Contact:

- Emergency Phone: 424-306-4000
- Surgery Director:
- Surgery Supervisor: Denise Witfield
  - Cell: 310-429-1963

Alternate Receiving Facility: Centinela Hospital Medical Center (L3)  
555 E Hardy St., Inglewood, CA. 90301

- Primary Contact:
- Emergency Phone: 310-673-4660
- Surgery Director:
- Surgery Supervisor:

➔ See SoFi Stadium NFL Hospital Destination for Emergency Action Plans (Appendix A) at end of this document for Stadium evacuation operating procedures.

## Game Day Injury Response Procedures

### Game Day Home Team Injury

In the event of an injury, the medical team's critical care triangle (CCT) will be the first to respond. The CCT leader shall assume a position at the injured person's head. The other CCT members shall position themselves at either side of the injured person. All club medical personnel are trained to effectively complete critical care tasks associated with any position within the CCT, allowing for different medical team members to be assigned various roles as circumstances dictate. When the CCT is on the field all medical staff will remain on alert and be ready to respond to any needs communicated by the CCT. A medical staff member designated as the Medical Relay will step from the sideline to a position offering a clear sightline through which all CCT needs can be relayed to sideline medical personnel via radio and back up hand signals.

Following an initial injury assessment, members of the CCT will collaborate to determine an appropriate management strategy. The CCT will signal to the sideline via radio and back up hand signals to communicate the injury status and the level of support required to execute the decided upon management approach. To reduce confusion and facilitate efficient care during injury management, the CCT will collaborate to determine appropriate on-going injury management leadership and role delineation. The injury management leadership role may be handed off to medical team members with specific expertise in the current medical and safe handling needs. The following roles will be designated by the initial CCT leader during on-field injury management:

1. Team Leader
2. Medical Relay
3. Activation of EMS
4. EMS Escort
5. (2) Compressors
6. Defibrillator
7. (2) Airway Management
8. Medication (Draw, verify, and administer)
9. Recorder
10. Athletic Equipment Management
11. Preparation for Patient Transfer and Transport
12. Athlete Escort(s)
13. Notification of Receiving
14. Injury Surveillance and Response Backfill

### Patient Handoff, Backfill, and Resumption of Activities

When injury care results in specialized medical intervention such as administration of specialized medications, placement of airway support devices, or administration of paralytics, the medical team will collaborate to

determine the most appropriate medical profession to escort the athlete during transport to the designated receiving facility. Decisions regarding appropriate escort personnel will consider, among other factors:

1. Local and regional protocols;
2. Ability of EMS to maintain care during transport;
3. Ability to backfill vital roles with remaining medical personnel;

Prior to the resumption of activities, the medical team will hold a medical meeting to backfill roles and communicate newly assigned responsibilities. When the medical team has adequately backfilled critical care roles and responsibilities, the status of medical coverage will be communicated to league officials who may decide on the appropriateness of resuming activities.

### **Game Day Visiting Team Injury**

During incidences of player injury or illness both of our medical teams become one collaborative medical unit. Our medical staff is here to aid and support your medical staff needs in every way possible. Should a visiting team player become injured on the field, a member of our medical team will step out from the sidelines and make themselves visible to your medical team. If there appears to have been a significant non-life-threatening injury, a member of our team will come to the scene, identify themselves, and alert the entire home team medical staff of a down athlete situation. Our alerted staff will then remain on the sideline ready to assist your staff. Our on-site medical team representative will remain on-scene to facilitate any requested assistance from our staff. If there is an injury that results in a medical emergency, look to our sideline, and give your designated medical emergency hand signal. Our medical emergency hand signals and radio calls will be communicated to initiate advanced life support (ALS).

### **Game Day Emergency Response Equipment**

A full complement of ALS and BLS equipment assets are available to support the needs of your medical team. The availability, location, and deployment of any requested or required assets will be reviewed during the league required 60 Minutes Medical Meeting. If you have any questions regarding the availability of specific equipment or procedures at this venue, please do not hesitate to contact our Head Athletic Trainer prior to your departure.

### **General Advanced Life-Support Procedures**

#### ***On-Field Injury Management Leadership***

Initially, injury management will be led by the visiting team's medical personnel in accordance with their existing emergency action plan. During instances involving airway assistance or resuscitation, ALS providers, in conjunction with appointed airway management and trauma physicians will collaborate to coordinate appropriate care in accordance with local policies and procedures while the visiting team medical staff remains active in any and all supportive roles.

When ALS providers determine that it is appropriate to evacuate the athlete from the field the visiting club's medical personnel will oversee the collaborative effort to reposition, transfer, and prepare the athlete for transport in accordance with their existing emergency action plan.

When EMS is required to aid in transport of a visiting team player who has sustained a non-life-threatening injury, the visiting club's medical personnel will oversee the collaborative effort to reposition, transfer, and prepare the athlete for transport in accordance with their existing emergency action plan.

Home team medical personnel not actively involved in providing care will work with the visiting team staff to ensure continuity of care. This will include, but is not limited to, coordinating resources, ensuring proper handoff of patient care, ensuring backfill of vital roles vacated by athlete escorts, and notification of appropriate receiving facilities.

### **Game Day Injury Evacuation**

Athletes requiring evacuation using spinal motion restriction will be transferred to a long spine board using a collaborative effort including your team medical personnel and local EMS with consideration of your medical team preferences regarding transfer technique and equipment removal. Immobilized patients will then be transferred to a medical cart and evacuated to the ambulance.

### **Mental Health Emergency Support**

If an athlete or member of your staff needs mental support, contact our Mental Health Coordinator. If the individual is in a life-threatening mental health crisis, call 911. When EMS has taken over patient care in the ambulance, find out the name, location and contact information of the receiving facility. Contact our Mental Health Coordinator or a member of the athletic training staff for further support.



**LA Charger****Medical Information for Teams Visiting Hollywood Park and SoFi Stadium****Game Day Lead Medical Personnel**

<b>Head Team Physician</b> Dr. David Gazzaniga Office: Cell: 949-945-8441	<b>Unaffiliated Consultant</b> <i>Stationed at the home team 30-yard line</i> • (H) Dr. Mark Krueger Office: Cell: 323-496-4992 • (V) Office: Cell:	<b>Neuro</b>	<b>Airway Management Physician (AMP)</b> <i>Stationed at the home team 30-yard line.</i> Dr. Roger Lewis Cell: 310-720-1661	<b>Emergency Services (ERP)</b> <i>Stationed behind home team defensive bench</i> Richard Becker Cell: 818-262-6510	<b>Medical</b>
<b>Director of Player Health, Wellness, &amp; Performance</b> Marco Zucconi Cell: 415-259-7246			<b>Visiting Team Medical Liaison (VTML)</b> Dr. Roger Lewis Office: Cell:	<b>Head of Security</b> Bill Stetson Office: Cell: 619-990-7712	
<b>Head Athletic Trainer</b> Salvador Lopez Cell: 559-408-8502	<b>ATC Spotters</b> • (H) Paul-Wayne Mahlew Cell: 408-821-7032 • (V) Don Kessler Cell: 619-830-7532		<b>Mental Health Coordinator</b> Herb Martin Office: Cell: 858-945-8493		

**Receiving Facilities****LI Trauma**

Harbor-UCLA Medical Center  
1000 W Carson St., Torrance, CA. 90502  
Hotline: 310-222-3900

**Alternate**

Centinela Hospital Medical Center (III)  
555 E. Hardy St., Inglewood, CA. 90301  
Hotline

**Nearest**

Harbor-UCLA Medical Center  
1000 W Carson St., Torrance, CA. 90502  
Hotline: 310-222-3900

**Radiology**

Northwest tunnel  
Technician: Gurdip Singh  
Hotline: 714-906-9157

**Emergency Response Equipment / Venue Evacuation****Ambulance**

South Endzone Tunnel

**BLS Emergency Kit**

Home team 40-yard line behind player bench

**Splints/Immobilizers**

Home team 40-yard line behind player bench

**Cool Zone Location**

Northwest tunnel

**Transport Cart**

Northeast tunnel for visitors; Northwest tunnel for home

**Spine board**

Home team 40-yard line behind player bench

**Defibrillator**

Home sideline on gurney at 30 yards line

**Emergency Stadium Exit**

South Endzone Tunnel

**Activating the Emergency Action Plan**

Life-Threatening Medical Emergency

Radio: "Code Red" radio call

Hand: Arms overhead and crossed

Non-Life-Threatening Medical Emergency

Radio: "Code Blue" radio call

Signal: Arms Straight Out Position

**Response Tendencies**

**Leadership:** First ATC or physician to respond

**Airway Management:** EMS

**Resuscitation / Compressor Pool:** Critical Care Triangle

**Safe Handling:** Critical Care Triangle

**Equipment Removal:** Critical Care Triangle

**Evacuation:** LSB to medical cart to gurney to ambulance

**Handoff / Backfill:** ATCs and EMS

**APPENDIX A**

## NFL Hospital Destination for Emergency Action Plans (EAPs)

The NFL contracts with physicians from Cedars-Sinai and Harbor-UCLA Medical Centers for Airway Management Physician (AMP) and Visiting Team Medical Liaison (VTML) services during Los Angeles Rams and Los Angeles Chargers games, respectively. The EAPs for each team, therefore, list the primary destination for players requiring game day medical care as **Cedars-Sinai** for **Rams** games and **Harbor-UCLA** for **Chargers** games.

Certain medical and trauma conditions require specific destination routing to ensure time-sensitive access to care. These conditions include: ST-elevation myocardial infarction (STEMI), medical cardiac arrest with return of spontaneous circulation (ROSC) or refractory ventricular fibrillation (VF)/ventricular tachycardia (VT), Stroke, and Trauma that meets Trauma Criteria, Guidelines, and/or Special Considerations as per Los Angeles County EMS Ref. No. [506](#) and [506.1](#).

Game day contracted physicians from Cedars-Sinai and Harbor-UCLA will work with the Los Angeles County Fire Department in the event of a game day medical emergency to ensure that patient destination for time sensitive conditions occurs in the best interest for the patient based on Los Angeles County EMS destination policies.

**EMS Specialty Center receiving hospitals in the vicinity of SoFi stadium include the following:**

	Trauma	SRC	ECMO	CSC	PSC	MAR
<b>Cedars-Sinai</b>	Level I	X	X	X	X	
<b>Centinela</b>	-	-	-	-	X	X
<b>Harbor-UCLA</b>	Level I	X	-	-	-	
<b>RR-UCLA</b>	Level I	X	X	X	X	
<b>Long Beach Memorial</b>	Level II	X	X	X	X	
<b>Providence LCOM</b>	-	X	-	X	X	

SRC – STEMI Receiving Center  
 ECMO – ECMO pilot participant  
 CSC – Comprehensive Stroke Center  
 PSC – Primary Stroke Center  
 MAR – Most-accessible receiving

### **Patient destination:**

Medical teams will discuss with Los Angeles County Fire Department regarding specialty center destination transport times at the time of transport to ensure appropriate time-sensitive care.

### **Game-Injured player:**

Los Angeles Chargers – **Harbor-UCLA Medical Center**  
 Los Angeles Rams – **Cedars-Sinai Medical Center**

STEMI or ROSC:

Most accessible SRC within 30 minutes per Ref. No. [513](#)

**Cedars-Sinai Medical Center**  
**Ronald Reagan-UCLA Medical Center**  
**Harbor-UCLA Medical Center**

Cardiac arrest with Refractory VF/VT:

If ECMO pilot candidate per ECMO Pilot Program Field Protocol

**Cedars-Sinai Medical Center**  
**Ronald Reagan-UCLA Medical Center**  
**Long Beach Memorial Medical Center**

Stroke Large Vessel Occlusion (LVO) suspected (per LAMS Score)

Most accessible CSC within 30 minutes per Ref. No. [521](#)

**Cedars-Sinai Medical Center**  
**Ronald Reagan-UCLA Medical Center**  
**Long Beach Memorial**  
**Providence LCOM**

Stroke LVO not suspected (per LAMS Score):

Closest stroke center per Ref. No. [521](#)

**Centinela Hospital Medical Center**

## 2024 TRAINING CAMP MEDICAL MASTER CALENDAR

#	DATE	DAY	EVENT	ORTHO	GEN MED	DREW	EMS	MASSAGE	CHIRO	MRI SLOTS
	7/15	Monday	-	-	-	-	-	-	-	-
	7/16	Tuesday	Rookies Report	-	-	-	-	-	-	On Call
	7/17	Wednesday	PX: 9:45-10:45am	-	-	-	-	-	-	-
	7/18	Thursday	QBs / Injured Report	-	-	-	-	-	-	On Call
	7/19	Friday	-	-	-	-	-	-	-	-
	7/20	Saturday	-	-	-	-	-	-	-	-
	7/21	Sunday	-	-	-	-	-	-	-	-
	7/22	Monday	-	-	-	-	-	-	-	-
	7/23	Tuesday	Vets Report	Petrigliano	Honsvall	-	Soft Cover		-	On Call
1	7/24	Wednesday	PX: 9-10:30am	Petrigliano	Honsvall	9:30am	Soft: 9-10:30am		11-1pm	11, 11:30
2	7/25	Thursday	PX: 12-1:45pm	Ortho 2A	Gen Med 3	1pm	Soft: 12-1:45pm		-	2, 2:30
3	7/26	Friday	PX: 3-5pm	Ortho 2B	Honsvall	4pm	Soft: 3-5pm		3-5pm	5:30, 6
4	7/27	Saturday	Night PX: 6:30-8:30pm	Ortho 2C	Gen Med 3	7:30pm	Soft: 6:30-8:30pm		3-5pm	On Call
	7/28	Sunday	<b>OFF</b>	-	-	-	-	9am-11am	-	-
5	7/29	Monday	PX ( <b>Full Pads</b> ): 10-11:45am	Petrigliano	Honsvall	10:45am	<b>Hard: 10am-12:15pm</b>		-	12, 12:30
6	7/30	Tuesday	PX ( <b>Full Pads</b> ): 12-2pm	Ortho 2A	Gen Med 3	1pm	<b>Hard: 12-2:30pm</b>		3-5pm	2:30, 3
7	7/31	Wednesday	PX: 2-4:30pm	Ortho 2B	Honsvall	3:30pm	Soft: 2-4:30pm			5
8	8/1	Thursday	PX ( <b>Full Pads</b> ): 4:30-7pm	Ortho 2C	Vigil	6pm	<b>Hard: 4:30-7:30pm</b>			On Call
9	8/2	Friday	Night PX ( <b>Full Pads</b> ): 7-9:30pm	Ortho 2A	Honsvall	8:30pm	<b>Hard: 7-10pm</b>			On Call
	8/3	Saturday	<b>OFF</b>	-	-	-	-	9am-11am	-	-
10	8/4	Sunday	PX ( <b>Full Pads</b> ) vs LA Rams 11am-1:30pm	Petrigliano Ortho 2A	Vigil	11am	<b>Hard: 11am-2pm</b>			2, 2:30, 3
11	8/5	Monday	PX: 10am-12:30pm			11:30am	Soft: 10am-12:30pm			1
12	8/6	Tuesday	PX ( <b>Full Pads</b> ): 1-3:30pm			2:30pm	<b>Hard: 1-4pm</b>			4, 4:30
13	8/7	Wednesday	PX ( <b>Full Pad</b> ): 4-6:30pm			5:30pm	<b>Hard: 4-7pm</b>			On Call
14	8/8	Thursday	PX ( <b>Full Pads</b> ): 4-6:30pm			5:30pm	<b>Hard: 4-7pm</b>			On Call



## 2024 TRAINING CAMP MEDICAL MASTER CALENDAR

15	8/9	Friday	PX: 2pm-4:30pm			3:30pm	Soft: 2-4pm			5, 5:30
	8/10	Saturday	Home Game vs Seahawks 4:05pm	Petrigliano Ortho 2A Ortho 2B Ortho 2C	Vigil Honsvall	Drew			3pm	Post Game Text
	8/11	Sunday	OFF	Petrigliano Ortho 2A / 2B	Vigil 2nd as needed	-	-	-	-	7(2), 8(2)
16	8/12	Monday	PX (Full Pads): 10am-12:30pm			11:30am	Hard: 10-1pm			1, 1:30
17	8/13	Tuesday	PX: 12-2:30pm			1:30pm	Soft: 12-2:30pm			3
18	8/14	Wednesday	PX (Full Pads) vs LA Rams 11am-1:30pm	Petrigliano Ortho 2A / 2B		11am	Hard: 11am-2pm			1:30, 2, 2:30
19	8/15	Thursday	PX: 2-4:30pm			3:30pm	Soft: 2-4:30pm			5
20	8/16	Friday	PX: 2-4:30pm			3:30pm	Soft: 2-4:30pm			5
	8/17	Saturday	Home Game vs LA Rams 4:05pm	Petrigliano Ortho 2A Ortho 2B Ortho 2C	Vigil Honsvall	Drew			3pm	Post Game Text
	8/18	Sunday	OFF	Petrigliano Ortho 2A / 2B	Vigil 2nd as needed	-	-	-	-	7(2), 8(2)
21	8/19	Monday	PX (Full Pads): 10am-12:30pm			11:30am	Hard: 10am-1pm			1, 1:30
22	8/20	Tuesday	PX (Full Pads): 12-2:30pm			1:30pm	Hard: 12-3pm			3, 3:30
23	8/21	Wednesday	PX (Full Pads): 11am-1:30pm			12:30pm	Hard: 11am-2pm			2, 2:30
24	8/22	Thursday	PX: 2-4:30pm			3:30pm	Soft: 2-4:30pm			5
25	8/23	Friday	PX: 2-4:30pm			3:30pm	Soft: 2-4:30pm			5
	8/24	Saturday	Away Game @ Dallas	Petrigliano Ortho 2A	Vigil Honsvall	Drew			3pm	Post Game Text
	8/25	Sunday	OFF	Petrigliano Ortho 2A / 2B	Vigil 2nd as needed	-	-	-	-	TBD
26	8/26	Monday	PX: 10am-12pm			11am	Soft: 10-12pm			12:30
27	8/27	Tuesday	PX (Full Pads): 1-3:30pm			2:30pm	Hard: 1-4pm			4, 4:30
28	8/28	Wednesday	PX: 4-6pm			5pm	Soft: 4-6pm			On Call



## City Council Agenda Statement

Meeting Date: July 2, 2024

Agenda Heading: Staff Presentations

Item Number: D.6

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### TITLE:

El Segundo Police Department Presentation on a Comprehensive Program to Address the Unsheltered Homeless Population in El Segundo

### RECOMMENDATION:

1. Receive and file El Segundo Police Department's presentation updating El Segundo's strategies in addressing homelessness.
2. Alternatively, discuss and take other action related to this item.

### FISCAL IMPACT:

None.

### BACKGROUND:

In the latest update, approximately 75,518 individuals were identified as homeless in Los Angeles County, suggesting an upward trend. According to the Los Angeles Homeless Service Authority (LAHSA) 2023 census, El Segundo is not exempt from this issue. During the homeless count on January 24, 2024, 13 individuals were observed and counted, along with 42 dwellings consisting of vehicles, campers, tents, and makeshift shelters.

While a person's status of homelessness itself is not a crime, specific activities associated actions can constitute violations of state or local laws, such as the accumulation of trash and debris at encampments, which can pose safety risks like accidental fires.

The U.S. Supreme Court is currently considering and is expected to soon issue a ruling on a case from the federal Ninth Circuit Court of Appeals (which includes California) that will shape cities' abilities to regulate and enforce activities associated with homelessness. The Supreme Court's ruling on *City of Grants Pass, Oregon v. Johnson* will assess the Ninth Circuit standard set in a previous 2018 case from Boise, Idaho that

## City of El Segundo Homelessness Presentation

July 2, 2024

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prosecuting people for sleeping on the sidewalks violated the 8th Amendment's ban on cruel and unusual punishment if a city failed to provide adequate shelter.

### **DISCUSSION:**

The El Segundo Police Department (ESPD) proposes a new collaborative approach within the City to tackle ongoing challenges concerning homelessness. This initiative involves launching the Proactive Approach to Combating Homelessness in El Segundo ("PATCHES Program"), which will operate under the general direction of the City Manager's Office. Day to day operations will be managed jointly by the Police and Fire Departments. The goals and objectives of the PATCHES Program are as follows:

- Decrease homelessness
- Strengthen ties with service providers
- Introduce diversion strategies to deter criminal activities and encampments
- Foster a cleaner and safer community for all

The PATCHES team will include representatives from various City departments: City Manager's Office, Police Department, Fire Department, Recreation, Parks, and Library, Public Works, and Community Development - Code Enforcement. The PATCHES team will seek consultation from the City Attorney's Office, as needed, to ensure that all activities related to homelessness adhere to legal standards. The Los Angeles County Department of Public Health and other regional service providers will also play an important role.

The Program aims to establish a responsive team that will maintain regular communication and convene monthly to devise effective strategies for addressing homelessness, sharing information, and pursuing solutions. Monthly meetings will feature leaders from each department discussing issues and brainstorming solutions.

To enhance outreach efforts, the Police and Fire Departments will engage with homeless individuals, provide transportation to shelters as needed, and establish connections with service providers. Public Works will provide logistical support by transporting bulky property to the City Yard, dismantling encampments, and managing necessary cleanup operations.

The Program will initially operate as a six-month pilot program, focusing on key performance indicators such as the total number of homeless contacts, homeless-related service calls, the number of homeless individuals sheltered, and those receiving various services. This will allow us to better track outreach efforts, services provided and outcomes.

**CITY STRATEGIC PLAN COMPLIANCE:**

Goal 2: Optimize Community Safety and Preparedness

Strategy A: Comprehensively address the unsheltered homeless population.

**PREPARED BY:**

Amanda O'Donnell, Executive Assistant to Chief of Police

**REVIEWED BY:**

Saul Rodriguez, Police Chief

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

None





## City Council Agenda Statement

**Meeting Date:** July 2, 2024

**Agenda Heading:** Committees, Commissions and Boards  
Presentations

**Item Number:** E.7

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### **TITLE:**

Arts & Culture Advisory Committee Bylaws Amendments

### **RECOMMENDATION:**

1. Approve proposed amendments to the Arts & Culture Advisory Committee's bylaws.
2. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

None

### **BACKGROUND:**

The Arts and Culture Advisory Committee promotes the growth of public art, events and cultural programs in El Segundo to foster economic development, create vital public spaces, and enhance general health and welfare by contributing to a more desirable community in which to live, work, and visit. The Arts and Culture Advisory Committee advises on the new "Cultural Development Program" that was approved by City Council in November 2019. It is an 11-member Committee and members must be El Segundo residents or vested in the arts; and two members of City Council. The Arts and Culture Advisory Committee was established by the City Council on August 2, 2016 and was added to the City's Local Appointment List pursuant to Government Code § 54972. The Arts and Culture Advisory Committee updated their bylaws on February 6, 2018 to add four additional members.

### **DISCUSSION:**

With 11 members, the Arts & Culture Advisory Committee has the highest membership of all CCBs in El Segundo. Within the Committee's bylaws, quorum was determined with the current membership in mind, specifying that six (6) members must be present at meetings for the Committee to take action.

**Approval of amendments to the Arts & Culture Advisory Committee’s bylaws as it pertains to membership and quorum.**

**July 2, 2024**

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Over the past year, the Committee has experienced a high vacancy rate with three (3) vacancies which has required six (6) of the eight (8) currently appointed members to attend meetings to meet quorum. The current bylaws pose a challenge for the Committee to maintain regular meetings as the requirement for quorum is disproportionate to the number of currently appointed members.

To ensure the Committee is able to function efficiently by maintaining a regular meeting schedule and take action as needed, on June 11, 2024 the Committee voted unanimously to approve proposed amendments to their bylaws where quorum would be defined as a majority of the currently appointed Arts & Culture Advisory Committee members.

After reviewing the bylaws for this proposed amendment, the Committee also raised concerns on the definition of “Membership” as it states, “The ACC shall be composed of eleven (11) voting members...”. The Committee felt that this language could be interpreted to mean that having any less than 11 currently appointed members could violate the bylaws and not allow them to meet. The Committee proposed and approved a recommendation to amend the definition of membership to state that “the ACC shall be composed of up to eleven (11) voting members” to ensure they are compliant with the bylaws when the Committee has vacancies.

Accordingly, the Committee approved the following proposed changes to its bylaws at a special meeting on June 11, 2024:

**Wherein ARTICLE IV – MEMBERSHIP states:**

The ACC shall be composed of eleven (11) voting members who live or work in the City of El Segundo

**Proposed Amendment:**

The ACC shall be composed of up to eleven (11) voting members who live or work in the City of El Segundo

**Wherein ARTICLE V – MEETINGS, SECTION VI- QUORUM states:**

A majority of the ACC (six members) shall constitute a quorum. A quorum is necessary for action by the ACC.

**Proposed Amendment:**

A majority of the currently appointed ACC shall constitute a quorum. A quorum is necessary for action by the ACC.

In staff's consultation with the City Attorney's office regarding the proposed amendments, it was proposed that the Council alternatively consider the addition of a minimum number of voting members in Article IV. The proposed "up to eleven (11) voting members" language does not account for a lower "floor" of members which could result in a small membership if numerous vacancies occur and are not expeditiously

**Approval of amendments to the Arts & Culture Advisory Committee's bylaws as it pertains to membership and quorum.**

**July 2, 2024**

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filled. Therefore, the Council could add a minimum number, for example at least seven members, for a range of membership with both a minimum and a maximum.

Another avenue is for the Council to maintain a single membership number (currently 11), and lower it to nine voting members, while maintaining a traditional quorum (i.e., five-member quorum for nine total members). This would be more consistent with other City CCB membership and quorum requirements.

**CITY STRATEGIC PLAN COMPLIANCE:**

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

**PREPARED BY:**

Randy Niessen, Cultural Arts Coordinator

**REVIEWED BY:**

Aly Mancini, Recreation, Parks and Library Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

1. ACC\_Bylaws\_-\_Updated\_2.15.23\_FINALrevised



## BYLAWS OF THE ARTS AND CULTURE ADVISORY COMMITTEE

Amended January 15, 2023

### ARTICLE I – NAME

The name of this organization shall be the Arts and Culture Advisory Committee otherwise known as the ACC.

### ARTICLE II – PURPOSE

The purpose of the ACC is to advise the City Council on matters related to art and culture in the El Segundo community as well as the planning and installation of public art and cultural programming. The ACC shall serve as a forum for effective collaboration leading to the growth of art and culture in the City of El Segundo. The committee is a standing advisory committee that serves at the behest of the City Council.

### ARTICLE III - QUALIFICATIONS

Members of the ACC shall be of representatives of the community who live or work within the City of El Segundo.

### ARTICLE IV - MEMBERSHIP

The ACC shall be composed of *up to* eleven (11) voting members who live or work in the City of El Segundo. ACC members shall represent a variety of backgrounds representative of the arts including but not limited to creative art, technology, and science.

#### Section I - Selection of Members

The City of El Segundo shall advertise and solicit applications to fill any vacant positions that may occur. After the application period has closed, the chair and vice-chair shall review the applications and recommend candidates to the City Council for interview. The City Council may interview candidates and will make all appointments pursuant to Government Code §40605. A candidate may not serve on the committee without City Council final approval.

#### Section II- Interviews

The City of El Segundo City Council may hold interviews twice a year.

#### Section III- Term of Office

The term for ACC members is three (3) years without term limits.

#### Section IV - Compensation

ACC members are not compensated.

#### Section V – Removing a Member

Members of the ACC shall serve at the pleasure of the City Council and may be removed at any time, without cause, by a majority vote of the City Council.

Section VI– Removing a Member Due to Absences

When any member has three (3) or more absences within a 12-month period, the Committee may recommend removal of the subject member, and the member’s seat would be deemed vacant by a majority vote of the City Council.

Section VII – Removing a Member Due to Conduct

The ACC Chair may make a recommendation to City Council to remove a member based on conduct, and that member may be removed by a majority vote of City Council.

Section VIII – El Segundo City Employee Eligibility

City Employees are not eligible for ACC membership.

**ARTICLE V - MEETINGS**

All meetings shall be open and public pursuant to the Government Code of the State of California.

Section I - Regular Meetings

Regular Meetings of the ACC shall be monthly on the 4<sup>th</sup> Tuesday of the month at 5:30 p.m.

Section II - Special Meetings

Special meetings of the committee may be held at any time upon the call of the chair or a majority of the voting members. The chair or a majority of the ACC shall determine the time and place of the special meeting. Special meetings must be noticed 24 hours in advance of the meeting.

Section III- General Meeting

At its regular meeting in January of each year, ACC members will elect chair and vice-chair as well as discuss any other long-term initiatives for the year.

Section IV- Joint Meeting with City Council

The ACC will participate in an annual joint meeting with the City Council and representatives from each of the City’s commissions, committees and boards.

Section V- Workplan Update at a City Council Meeting

A member of the ACC will present an update at a City Council Meeting on the committee’s work plan and progress.

Section VI - Quorum

A majority of the *currently appointed* ACC (~~six members~~) shall constitute a quorum. A quorum is necessary for action by the ACC.

Section VI - Voting

Each member shall have one vote.

Section VII - Meeting Procedures

Except as otherwise provided by these bylaws or City Council Resolutions the ACC will follow the latest edition of Robert’s Rules of Order for the orderly conduct of meetings.

## **ARTICLE VI - OFFICERS**

Officers of the ACC shall be a chair and a vice-chair. Term of chair and vice-chair shall be for one (1) year. Duties of the officers shall conform to the regular parliamentary duties as set for by Robert's Rules of Order or similar rules of parliamentary procedure, e.g. Rosenberg's Rules of Order. These bylaws' terms will supersede any conflicting parliamentary procedural rule. Failure to strictly follow parliamentary guidelines will not itself invalidate any committee action.

### **Section I - Chair**

The chairperson shall preside over the meetings of the ACC.

### **Section II – Vice-Chair**

During the absence, disability or disqualification of the chair, the vice-chair shall perform all the duties and be subject to all the responsibilities of the chair. The vice-chair shall succeed the chair if he/she/they vacates the office before the term expires. A new vice-chair shall be elected at the next regular meeting.

### **Section III - Duties of the ACC**

It is intended that the ACC shall be an advisory body to the City Council. Nothing herein contained should be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel under their jurisdictions.

## **ARTICLE VII - OFFICIAL DOCUMENTS**

### **Section I- Minutes**

Minutes of all meetings should be prepared and maintained with the ACC records. Copies shall be distributed to the ACC, City Council and City Clerk. Minutes shall be posted on the City's website following ACC approval.

### **Section II- Distribution of Documents**

Preparation and distribution of ACC documents to the City Council, City Clerk, ACC members and via email to members of the public who requested to receive ACC meeting notifications shall be the responsibility of the designated employee as identified by the City Manager.

## **ARTICLE VIII – CONDUCT OF MEMBERS**

### **Section I - Representing the ACC**

ACC members shall make no personal commitment to speak on behalf of the ACC, nor make any statements or take actions representing the ACC, without majority approval.

### **Section II - Conflict of Interest**

Members of ACC shall abstain from participating in any matter to come before the ACC in which he, she, or they has any direct or indirect economic interest. Should conflict of interest exist, the ACC member shall remove himself/herself/themselves from discussions and abstain from voting. A yearly Conflict of Interest Statement (Form 700) shall be filed with the City Clerk.

### Section III – Conduct at Meetings

Meetings will be conducted based upon the latest edition of Robert’s Rules of Order (or similar rules of parliamentary procedure, e.g. Rosenberg’s Rules of Order). Where there is a conflict between the parliamentary guidelines and these bylaws, the bylaws should have precedence. Failure to strictly follow parliamentary guidelines shall not invalidate an action of the committee.

## **ARTICLE IX – ASSISTANCE OF STAFF**

The Recreation, Parks and Library Director shall provide the ACC with such information and staff assistance as the ACC may reasonably request from time to time; subject to the limitations imposed by City Council. The staff member designated by the Recreation, Parks and Library Director shall confer with the department head to determine if a request for research by the committee requires extra dedication and staff time that may not be available.

## **ARTICLE X – BYLAW AMENDMENTS**

These bylaws may be amended by simple majority of those voting at any legal meeting of the ACC. Such amendments must be approved by the City Council.

## **ARTICLE XI – CCB RECESS**

The ACC may be placed on a short or extended recess by a majority vote of the City Council. City Council may determine if a recess is necessary based on the ACC’s workload and progress towards accomplishing assigned City Council objectives.

## **ARTICLE XII – DISSOLUTION**

The ACC may be dissolved by a majority vote of the City Council.



## City Council Agenda Statement

Meeting Date: July 2, 2024

Agenda Heading: Council Member Baldino

Item Number: 8

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### **TITLE:**

Recreation Park Renovation Subcommittee Expansion and Name Change

### **RECOMMENDATION:**

1. Approve Recreation Park Renovation Committee expansion and name change.
2. Alternatively, discuss and take other action related to this item.

### **FISCAL IMPACT:**

None.

### **BACKGROUND:**

The City is currently in the conceptual design phase for a renovation of several amenities within Recreation Park. The City Council has established a Recreation Park Renovation Subcommittee to provide guidance and support to staff and consultants as the project advances. The current members of the Recreation Park Renovation Subcommittee include Council Member Baldino, Council Member Pirsztuk, Commissioner Bob Motta and City staff.

### **DISCUSSION:**

Councilmember Baldino has requested that the committee's work be expanded to include oversight of other park projects that may be planned, including the future renovations to Hilltop Park. To better reflect the additional duties of the subcommittee, staff is proposing that the name of the subcommittee be "Park Renovation Committee".

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 1: Develop and Maintain Quality Infrastructure and Technology



## **Recreation Park Renovation Committee Expansion and Name Change**

**July 2, 2024**

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

**PREPARED BY:**

Aly Mancini, Recreation, Parks and Library Director

**REVIEWED BY:**

Aly Mancini, Recreation, Parks and Library Director

**APPROVED BY:**

Barbara Voss, Deputy City Manager

**ATTACHED SUPPORTING DOCUMENTS:**

None