CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, AUGUST 28, 2024 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL
Scarlet Peralta, Mayor
Salvador Melendez, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Georgina Tamayo, Councilmember
David N. Torres, Councilmember

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Arlene Salazar
Fire Chief	Fernando Pelaez
Police Chief	Paul Espinosa
Director of Finance	Michael Solorza
Director of Human Resources	Ramon Figueroa
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	Cesar Roldan
Director of Recreation and Community Services	David Sosnowski
Acting Director of Transportation	John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.montebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务，请在会议前 **72** 小时联系市书记员办公室**.**

RULES OF DECORUM:
Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person only the day of the meeting***. Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: Agendas, Minutes, and Videos,

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS
THANK YOU FOR YOUR COOPERATION

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Labor group: Montebello Police Officers Association

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code Section 54956.8
Property: 602, 604, 608 and 610 Whittier Boulevard, Montebello, California
Agency negotiators: Raul Alvarez, Joseph Palombi
Negotiating party: Weber Properties
Under negotiation: Price and terms of sale

3. INSURANCE LIABILITY CLAIM
Government Code Section 54956.95
Claimant: Arlene Salazar
Agency claimed against: City of Montebello, et al.

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in one case

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Prologis, Inc. v. LA County Metropolitan, et al. (24STCP02014)

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

6. MONTEBELLO YOUTH LEADERSHIP CLUBS 11-YEAR ANNIVERSARY

7. CHECK PRESENTATION TO VARIOUS CITY ORGANIZATIONS (YMCA, LIONS CLUB, ROTARY, ASHIYA SISTER CITY, STEPANAKERT SISTER CITY, MONTEBELLO HISTORICAL SOCIETY, MONTEBELLO CHAMBER)

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

8. APPROVE ACCEPTANCE OF THE 2021 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT THROUGH AGREEMENT NO. 4222 WITH THE COUNTY OF LOS ANGELES' CHIEF EXECUTIVE OFFICE

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4222 with the County of Los Angeles' Chief Executive Office (CEO) to accept previously awarded pass through public safety grant funding; and,
2. Accept grant funding of $57,000 from the State Homeland Security Program (SHSP), which was previously awarded in 2021, to purchase public safety equipment; and,
3. Amend the Fiscal Year 2024-2025 budget by increasing appropriations by $57,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and $57,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
4. Take such additional, related action(s) that may be desirable.

9. ADOPT RESOLUTION 24-67 TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAFE CLEAN WATER MUNICIPAL FUNDS TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution 24-67 authorizing the City Manager to execute the Safe Clean Water Municipal Funds Transfer Agreement with Los Angeles County Flood Control District; and
2. Take such additional, related action that may be desirable.

10. APPROVE EMERGENCY PURCHASE ORDER FOR A.O. REED & CO, LLC TO REPLACE THE POLICE DEPARTMENT SERVER ROOM AIR CONDITIONING SYSTEM

RECOMMENDATION: It is recommended that the City Council:

1. Approve by a four-fifths vote of the City Council an emergency purchase order with A.O. Reed & Co. LLC for emergency replacement of the Police Department Server Room Air Conditioning system per Montebello Municipal Code Section 3.20.050; and,
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by $54,534 in Account No. 100-80-840-6040.60 (General Fund, Police Department, Headquarters Rehab-Repair, Contract Services Building Maintenance/Repairs); and,
3. Take such additional, related action that may be desirable.

11. APPROVE RESOLUTION AUTHORIZING RECEIPT OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION SUSTAINABLE TRANSPORTATION (CALTRANS) PLANNING GRANT AWARD AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH CALTRANS RELATED TO THE GRANT AWARD

RECOMMENDATION: It is recommended that the City Council:

1. Adopt a Resolution authorizing receipt of the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant Award for four hundred forty-two thousand six hundred and fifty dollars ($442,650) including authorizing the required local match of fifty-seven thousand three hundred fifty dollars ($57,350); and
2. Authorize the City Manager to execute the Sustainable Transportation Planning Grant documents and any amendments thereto, to deliver all documents required or deemed necessary or appropriate to secure the Grant Award, and to negotiate and enter into a contract with Caltrans related to the grant award on behalf of the City; and
3. Take such additional and/or related action that may be necessary.

12. AUTHORIZE STAFF TO SUBMIT AN APPLICATION FOR THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) FISCAL YEAR 2024-25 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the submission of a grant application for the California Office of Emergency Services (Cal OES) Fiscal Year 2024-25 State and Local Cybersecurity Grant Program; and,
2. Take such additional, related action that may be desirable.

13. ADOPT RESOLUTION NO. 24-72 APPROVING A COMPREHENSIVE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS ASSOCIATION AND RESOLUTION NO. 24-73 APPROVING THE CITY OF MONTEBELLO COMPENSATION PLAN, TABLE OF ORGANIZATION, AND JOB CLASSIFICATIONS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-72 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Officers Association (MPOA) regarding wages, hours, and other terms and conditions of employment; and,
2. Adopt Resolution No. 24-73 approving the City of Montebello compensation plan, table of organization, and job classifications; and,
3. Take such additional, related action that may be desirable.

14. ADOPT RESOLUTION NO. 24-68 AUTHORIZING SUBMISSION OF AN APPLICATION TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) FOR GRANT FUNDING FROM THE 2024 SUSTAINABLE COMMUNITIES PROGRAM – ACTIVE TRANSPORTATION & SAFETY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-68 authorizing submission of an application to the Southern California Association of Governments (SCAG) for grant funding from the 2024 Sustainable Communities Program – Active Transportation and Safety (SCP Grant); and,
2. Take such additional, related, action that may be desirable.

15. ADOPT RESOLUTION NO. 24-69 AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FOR FUNDING PROVIDED BY THE TRANSPORTATION DEVELOPMENT ACT THROUGH THE LOCAL TRANSPORTATION FUND AND THE STATE TRANSIT ASSISTANCE FUND FOR FISCAL YEAR 2024-25

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-69 authorizing the Director of Finance to submit a claim for funding provided by the Transportation Development Act through the Local Transportation Fund and the State Transit Assistance Fund for Fiscal Year 2024-25; and
2. Take such additional, related, action that may be desirable.

16. ADOPT RESOLUTION NO. 24-70 AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1 (SB1)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-70 authorizing the City Manager to execute all documents required to obtain funds provided by Senate Bill 1 (SB1); and,
2. Take such additional, related, action that may be desirable.

17. APPROVE ANNUAL BLANKET PURCHASE ORDERS FOR FISCAL YEAR 2024-25

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Blanket Purchase Orders/ Purchasing authorization amounts to various vendors for the 2024-25 Fiscal Year; and,
2. Authorize the City Manager to approve up to an additional $25,000 in expenditures for each vendor, if necessary, during the same fiscal year; and,
3. Take such additional, related action(s) that may be desirable.

18. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-64 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 28, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-64 approving the Warrant Register dated August 28, 2024.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS
Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

- **Salvador Melendez, Mayor Pro Tem**
- **Angie M. Jimenez, Councilmember**
- **Georgina Tamayo, Councilmember**

- **David N. Torres, Councilmember**

- **Scarlet Peralta, Mayor**

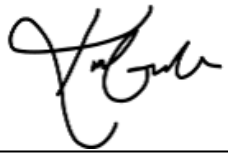
    1. **Requesting Council Consensus to direct staff to explore the creation of a small business theft and vandalism fund through CDBG funding.**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on September 11, 2024, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, August 25, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Angelica Palmeros, Deputy Director
Fernando Pelaez, Fire Chief

SUBJECT: **APPROVE ACCEPTANCE OF THE 2021 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT THROUGH AGREEMENT NO. 4222 WITH THE COUNTY OF LOS ANGELES' CHIEF EXECUTIVE OFFICE**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4222 with the County of Los Angeles' Chief Executive Office (CEO) to accept previously awarded pass through public safety grant funding; and,
2. Accept grant funding of $57,000 from the State Homeland Security Program (SHSP), which was previously awarded in 2021, to purchase public safety equipment; and,
3. Amend the Fiscal Year 2024-2025 budget by increasing appropriations by $57,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and $57,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
4. Take such additional, related action(s) that may be desirable.

FISCAL IMPACT:

The City of Montebello was awarded $57,000 through the State Homeland Security Program (SHSP) in 2021, but the funding has yet to be disbursed. Acceptance of this grant will increase available resources in the Fiscal Year 2024-25 budget by $57,000, which will then be expended to purchase public safety equipment, per the grant's requirements. Accepting the grant award also requires amending the FY 2024-25 budget

by increasing appropriations by $57,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and $57,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]).

BACKGROUND/DISCUSSION:

The City of Montebello was previously awarded $57,000 for a Tactical Drone Program through the State Homeland Security Program (SHSP), a passthrough grant funding program administered by the County of Los Angeles (County Executive Office). Funding has yet to be disbursed due to the lack of an executed agreement between the City and the County's CEO. Staff is seeking an executed agreement in order to obtain this funding (Attachment A).

It should be noted that on August 8, 2024, Staff was notified that the likelihood of getting State approval for the original grant project by the grant award deadline was unlikely and recommended the City change the original scope of the grant program in order to receive the funding. Staff is currently awaiting potential project recommendations from the County's CEO staff. Staff was advised to have the original agreement signed and executed, and then a modification can be sent through to change the proposed program's scope. This recommendation was made due to the City already being granted a final extension for the grant prior to the deadline. Staff was advised that the funding amount would stay the same and not be impacted.

ENVIRONMENTAL:

N/A

ANALYSIS:

Staff is seeking to have an executed agreement (Attachment A) with the County of Los Angeles to accept previously awarded grant funding. Without a signed agreement in place, the City of Montebello will be unable to proceed in the award process for this pending public safety grant. This specific agreement is for a passthrough grant funding program that the Police Department was originally awarded in 2021 by the State Homeland Security Program (SHSP). Due to being informed by the County Executive Office that there are strict aviation studies that need to be conducted in order to receive funding for drones (the original project scope), along with multiple formal cybersecurity policies that need to be written, it was recommended to change the scope of the project in order to meet the funding deadline.

Therefore, Staff is awaiting a list of recommendations from the County for potential programs to which staff can modify the City's existing program. Staff will ultimately propose a public safety project that will be more likely to receive final approval prior to the final deadline. Following through with this grant and completing this agreement will put the City in good standing with the CEO, potentially allowing the City to be awarded other public safety grants currently in the process.

SUMMARY:

The City of Montebello was previously awarded $57,000 for purchasing tactical drones through the State Homeland Security Program (SHSP), a passthrough grant funding program administered by the County of Los Angeles' Chief Executive Office. Funding has yet to be disbursed due to the lack of an executed agreement between the City and the County's CEO. Staff was advised by the County's CEO that due to the strict requirements for drone programs, there was likely not enough time to get State approval before the final deadline. Staff is currently working with the County to identify alternative public safety projects for which this funding can be used. Due to time constraints with the upcoming grant deadline, staff is seeking to enter into the attached agreement with the County CEO (Attachment A).

Accepting the grant award also requires amending the FY 2024-25 budget by increasing appropriations by $57,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and $57,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]).

ATTACHMENT(S)

1. Attachment A - Agreement No 4222 - SHSP Grant Agreement with the County of Los Angeles CEO

State Homeland Security Program Subrecipient Agreement Grant Year 2021

Between the

County of Los Angeles

and the

City of Montebello

SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF MONTEBELLO

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 – Homeland Security Grant Program directly to the California Governor’s Office of Emergency Services (Cal OES) for the 2021 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 27, 2021 with a performance period of September 1, 2021 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) #KU76QNJGYFF6, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2021 SHSP grant from Cal OES in the total amount of $10,192,647.00; and

WHEREAS, the CEO now wishes to distribute 2021 SHSP grant funds to the Subrecipient in the amount of $57,000.00, as further detailed in this Agreement; and

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

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 12, 2022 authorized the CEO to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and

B. City of Montebello, a public agency, having its principal office at 1600 W. Beverly Blvd., Montebello, CA 90640.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications must be given are as follows:

1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

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

Jimmy Nguyen
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 262-7902
Fax: (213) 687-3765
JNguyen@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	Angelica Palmeros - Deputy Director
Organizational UEI Number:	
Address:	1600 W. Beverly Blvd
City/State/Zip:	Montebello, CA 90640
Phone:	323-887-4540 Ext. 547
FAX:	
Email:	Apalmeros@montebelloca.gov

With a copy to*:*

Name and Title:	
Address:	
City/State/Zip:	
Phone:	
FAX:	
Email:	

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.

C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

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

A. Certification and Disclosure Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.

C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.

D. Certification of Grant Assurances, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2021 to February 28, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2021 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

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

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

B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

C. Subrecipient must review the Federal Debarment Listing at https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.

D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of $250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.

E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.

F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's report(s). In the event the Subrecipient does not meet the Single Audit Threshold

expenditure amount in a fiscal year, the Subrecipient must provide the County of Los Angeles a copy of a letter sent to State Controller's Office noting the Single Audit Threshold was not met, and its exempt status within nine months after the end of the Subrecipient's fiscal year, unless otherwise approved by the County of Los Angeles.

G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.

H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.

I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.

J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/authorized-equipment-list and the Funding Guidelines of the 2021 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2021 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;

3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs $5,000.00 or more per unit. Items costing less than $5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.

3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the

property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.

M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.

N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at https://www.firstrespondertraining.gov/frts/.

P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/hseep.

Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.

R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.

S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of $57,000.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2021 SHSP Grant Award Letter from Cal OES.

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

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

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

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

C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified

in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.

F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement will not be affected thereby.

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

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

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

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

2. The term "financial or other interest" means:

a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.

E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

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

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

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

5. Records Inspection

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

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

8. Labor

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

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

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

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

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of

environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

Subrecipient must, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

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

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

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

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

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

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

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

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

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

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

1. <u>Travel Expenses</u>

Subrecipient, as provided herein, will be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this

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

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

C. Compliance With Grant Requirements

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

Pursuant to this Agreement, Subrecipient shall execute the 2021 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement t may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

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

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

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

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Termination

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

§503. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient,

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____ _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY_____ BY_____
CELIA ZAVALA ARLENE BARRERA
Executive Officer, Board of Supervisors Auditor-Controller

APPROVED AS TO FORM

DAWYN R, HARRISON
Acting County Counsel

BY_____
Deputy County Counsel

CITY OF MONTEBELLO

BY_____ Raul Alvarez _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY_____ Arnold M. Alvarez-Glasman _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY_____ Christopher Jimenez _____
City Clerk (Signature) (Print Name) Date

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet
Exhibit F	2021 Notice of Funding Opportunity
Exhibit G	Reimbursement Form and Instructions
Exhibit H	Monitoring Instrument

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g.,”RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

[B]
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[B]
a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[A]
a. initial filing
b. material change

For Material Change Only:

Year _____ **Quarter** _____

date of last report _____

4. Name and Address of Reporting Entity:

City of Montebello 1600 W. Beverly Blvd, Montebello, CA 90640

☐ Prime ☑ Subawardee

Tier, *If known:* _____

Congressional District, *if known:* _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

County of Los Angeles
Chief Executive Office - HSGA
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012

Congressional District, *if known:* _____

6. Federal Department/Agency:

Department of Homeland Security

7. Federal Program Name/Description:

Homeland Security Grant Program

CFDA Number, if applicable: 97.067

8. Federal Action Number, *if known:* _____

9. Award Amount, *if known:* $57,000

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):
(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services
(last name, first name, MI - include address if different from 10a)

11. Amount of Payment (check all that apply) :

_____ ☐ **Actual** ☐ **Planned**

12. Form of Payment *(check all that apply):*

☐ a. cash
☐ b. in-kind; specify:

nature _____ **value** _____

13. Type of Payment *(check all that apply):*

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ○ Yes ● No

16. Information requested through this form is authorized by *Title 31 U.S.C. Section 1352*. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to *31 U.S.C. 1352*. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Name: Raul Alvarez
Title: City Manager
Telephone: 323-887-1200
(area code)
Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form – LLL

Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET

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

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

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Standard Form – LLL-A

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations Implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4222

AGREEMENT NUMBER

City of Montebello

CONTRACTOR/BORROWER/AGENCY

Raul Alvarez, City Manager

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," " primary covered transaction," 'principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded form participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME: City of Montebello

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.

2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy of maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:

   (a) Will receive a copy of the company's drug-free policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

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

Raul Alvarez

OFFICAL'S NAME

DATE EXECUTED

Los Angeles

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

City Manager

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

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

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

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

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

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

Initials RA

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

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

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

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

Initials RA

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

Initials RA

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

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

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

(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

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

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

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

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

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

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

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

Initials RA

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

8. Audits

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

9. Access to Records

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

10. Conflict of Interest

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

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

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

Initials RA

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

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

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

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

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

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(c) Assist the awarding agency in assuring compliance with Section 106 of the
(d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
(e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

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

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

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

24. Copyright

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

Initials RA

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

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

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

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Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

Subrecipient: City of Montebello

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Raul Alvarez

Title: City Manager Date: _____

Initials RA

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

October 23, 2020

Fesia A. Davenport
Acting Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012-0000

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)
Subaward #2020-0095, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2020-05/31/2023

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2020 HSGP subaward in the amount of $10,593,612. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

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

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review. Additionally, all projects falling under the National Priority Investment Justifications must be reviewed and approved for effectiveness by the

Federal Emergency Management Agency (FEMA), prior to the obligation, and expenditure of funds for those projects.

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

A Conditional Hold has been placed on your subaward; five percent of the subaward must be allocated to each of the four National Priority Investment Justifications for a total of twenty percent of the award. To release this hold, additional information is required for the investments identified which must be submitted in the December 2020 BSIR in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

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

Sincerely,

MARK S. GHILARDUCCI
Director

Fesia A. Davenport
Los Angeles County

11-9-2020
Date

Project Ledger

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
082	LE UAS # 1	HSGP-SHSP	LE	Equipment	$ 57,000
				Total	**$ 57,000**

Planning

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over $250K	Budgeted Cost
								$ -

Organization

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Organization	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Detail	Certification on File	Budgeted Cost
								$ -

Equipment

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Noncompetitive Procurement over $250K	Hold Trigger	Budgeted Cost
										$ 57,000
82.00	2 - Tactical SUAS (Drones); 1 - SUAS (Drone)	030E-07-SUAS	System, Small Unmanned Aircraft	HSGP-SHSP	LE	Information Technology	Both	No	EHP/Aviation or Watercraft	$ 57,000

Training

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Course Name	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Feedback Number	Training Activity	Total # Trainee(s)	Identified Host	Noncompetitive Procurement	EHP Hold	EHP Approval Date	Budgeted Cost
													$ -

Exercise

Montebello
FY 2021 State Home Security Program (SHSP) Projects
Grant Subaward: 2021-0081
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**4/25/2021**

POP Start Date	9/1/2021
POP End Date	5/31/2024

Project No.	Exercise Title	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Date of Exercise	Exercise Type	Identified Host	Date of AAR entered into HSEEP	Noncompetitive Procurement over $250K	EHP Hold	Budgeted Cost
												$ -

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2021 Homeland Security Grant Program

NOTE: If you are going to apply for this funding opportunity and have not obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, are not currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled "How to Register to Apply." Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled "Other Key Dates."

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A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.067

3. Assistance Listings Title
Homeland Security Grant Program

4. Funding Opportunity Title
Fiscal Year 2021 Homeland Security Grant Program (HSGP)

- State Homeland Security Program (SHSP)
- Urban Area Security Initiative (UASI)
- Operation Stonegarden (OPSG)

5. Funding Opportunity Number
DHS-21-[GPD]-[067]-[00]-[02]

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

7. Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260)

8. Announcement Type
Initial

9. Program Category
Preparedness: Community Security

10. Program Overview, Objectives, and Priorities

a. *Overview*
The Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2021, there are three components of HSGP:

1) ***State Homeland Security Program (SHSP):*** SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

2) ***Urban Area Security Initiative (UASI):*** UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

3) ***Operation Stonegarden (OPSG):*** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial (SLTT) law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The 2018-2022 FEMA Strategic Plan creates a shared vision for reducing the risks posed by terrorism and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. HSGP supports the goals of Building a Culture of Preparedness and Readying the Nation for Catastrophic Disasters. We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient Nation, as preparedness is a shared responsibility and funding should support priorities that are most impactful and demonstrate the greatest return on investment.

For FY 2021, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other emerging threats to our national security. DHS and its homeland security mission were born from the "failures among federal agencies and between the federal agencies and state and local authorities to share critical information related to the threat of terrorism" prior to the September 11, 2001, attacks.[1] The threat profile has changed in the past two decades – we now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, threats from domestic violent extremists, and threats from new and emerging technologies. But information sharing and cooperation among state, local, and tribal authorities and federal agencies, including all DHS officials, is just as vital, and perhaps even more vital, today. Therefore, for FY 2021, we have identified five priority areas, tied to some of the most serious threats that DHS would like to see addressed by state and local

[1] Homeland Security Act of 2002: Report Together with Minority and Dissenting Views 222, Select Committee on Homeland Security: 107th Congress, U.S. House of Representatives (2002) (H. Rpt. 107-609).

governments, that recipients will need to address with their HSGP funds. Perhaps most importantly, we will be focused on forging partnerships to strengthen information sharing and collaboration in each of these priority areas and looking for recipients to remove barriers to communication and cooperation with DHS and other federal agencies.

b. *Objective*

The objective of the FY 2021 HSGP is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

c. *Priorities*

Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2021, five priority areas attract the most concern. Due to the unique threats that the nation faces in 2021, DHS/FEMA has determined that these five priorities should be addressed by allocating specific percentages of SHSP and UASI funds to each of these five areas, for a total of 30 percent per award. The following are the five priority areas for FY 2021, along with the corresponding percentage of SHSP and UASI funds that each recipient will be required to designate to each priority area in order to obtain a full allocation of SHSP and UASI funds:

1) Enhancing cybersecurity – 7.5 percent
2) Enhancing the protection of soft targets/crowded places – 5 percent
3) Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS – 5 percent
4) Combating domestic violent extremism – 7.5 percent
5) Addressing emergent threats (e.g., transnational criminal organizations, unmanned aircraft systems [UASs], weapons of mass destruction [WMD], etc.) – 5 percent

Failure by a recipient to propose investments and projects that align with the five priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentage identified above of total SHSP and UASI funds per National Priority Area.

A state or high-risk urban area must allocate the remaining 70 percent of their funding to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise to which recipients should consider allocating funding across core capability gaps and national priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

1) Effective planning;
2) Training and awareness campaigns;

3) Equipment and capital projects; and
4) Exercises.

SHSP and UASI Funding Priorities

The table below provides a breakdown of the FY 2021 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual. DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants.

FY 2021 SHSP & UASI Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			

Enhancing Cybersecurity	• Cybersecurity
	• Intelligence and information sharing
	• Planning
	• Public information and warning
	• Operational coordination
	• Screening, search, and detection
	• Access control and identity verification
	• Supply chain integrity and security
	• Risk management for protection programs and activities
	• Long-term vulnerability reduction
	• Situational assessment
	• Infrastructure systems
	• Operational communications
		• Safety and Security	• Cybersecurity risk assessments
			• Migrating online services to the ".gov" internet domain
			• Projects that address vulnerabilities identified in cybersecurity risk assessments
			  ○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA)
			  ○ Cybersecurity training and planning

Enhancing the Protection of Soft Targets/ Crowded Places	• Operational coordination
	• Public information and warning
	• Intelligence and information sharing
	• Interdiction and disruption
	• Screening, search, and detection
	• Access control and identity verification
	• Physical protective measures
	• Risk management for protection programs and activities
		• Safety and Security	• Operational overtime
			• Physical security enhancements
			  ○ Closed-circuit television (CCTV) security cameras
			  ○ Security screening equipment for people and baggage
			  ○ Lighting
			  ○ Access controls
			  ○ Fencing, gates, barriers, etc.

Priority Areas	Core Capabilities	Lifelines	Example Project Types
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	• Intelligence and information sharing • Interdiction and disruption • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Safety and Security	• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Combating Domestic Violent Extremism	• Interdiction and disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public information and warning • Operational coordination • Risk management for protection programs and activities	• Safety and Security	• Open source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats • Sharing and leveraging intelligence and information, including open source analysis • Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists • Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization • Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism
Addressing Emergent Threats, such as the activities of Transnational Criminal Organizations, open source threats, and threats from UAS and WMD	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public Information and Warning • Operational Coordination	• Safety and Security	• Sharing and leveraging intelligence and information • UAS detection technologies • Enhancing WMD and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities ○ Chemical/Biological/Radiological/ Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment
Enduring Needs			
Planning	• Planning	• Safety and Security	• Development of: ○ Security Risk Management Plans

Priority Areas	Core Capabilities	Lifelines	Example Project Types
	• Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience		○ Threat Mitigation Plans ○ Continuity of Operations Plans ○ Response Plans • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Training & Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Safety and Security	• Active shooter training • Intelligence analyst training • SAR and terrorism indicators/behaviors training • Security training for employees • Public awareness/preparedness campaigns • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Equipment & Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures	• Safety and Security	• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements ○ Security cameras (CCTV) ○ Security screening equipment for people and baggage ○ Lighting ○ Access Controls ▪ Fencing, gates, barriers, etc.
Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Safety and Security	• Response exercises

For FY 2021, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for *each* of the five National Priority Areas identified above. Each of these five investments must also account for at least the relevant minimum percentage of the applicant's SHSP and UASI allocation. The fusion center project must be included under the Information and Intelligence Sharing IJ. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the five National Priority Area IJs, but are not required to do so. As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to preventing, preparing for, protecting against, and responding to acts of terrorism. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs.

Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at https://www.fema.gov/national-preparedness-system. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

OPSG Funding Priorities

The table below provides a breakdown of the FY 2021 OPSG funding priorities, which remain focused on and unique to border security.

FY 2021 OPSG Funding Priorities

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and Security	• Participation in the DHS/ICE 287(g) training program • Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities • Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation • Identification, assessment, and reporting of threats of violence • Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS
Addressing Emergent Threats, such as the activities of Transnational Criminal Organizations	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing	• Safety and Security	• Operational overtime for border security operations as directed by the applicable, USBP-approved operations order • Sharing and leveraging intelligence and information

For FY 2021, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses *each* of the two national priorities identified above.

11. Performance Metrics

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above

OPSG:

- Number of contacts that occurred as a result of OPSG deployments
  - Number of arrests that resulted from OPSG contacts
  - Value of drug seizures that resulted from OPSG contacts

B. Federal Award Information

1. Available Funding for the NOFO: **$1,120,000,000.00**

HSGP Programs	FY 2021 Allocation
SHSP	$415,000,000
UASI	$615,000,000
OPSG	$90,000,000
Total	**$1,120,000,000**

SHSP Allocations

For FY 2021, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. THIRA/SPR results do not impact grant allocation or award.

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

Each state must include a separate IJ for each of the five National Priority Areas identified in the Priorities section, above. **All projects related to the National Priority Area *must* be included in the IJ.** The funding level in each National Priority Area investment **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below.

FY 2021 SHSP ALLOCATIONS

State/Territory	FY 2021 Allocation	State/Territory	FY 2021 Allocation
Alabama	$4,602,500	Montana	$4,602,500
Alaska	$4,602,500	Nebraska	$4,602,500
American Samoa	$1,052,000	Nevada	$4,602,500
Arizona	$4,602,500	New Hampshire	$4,602,500
Arkansas	$4,602,500	New Jersey	$7,345,897
California	$59,220,807	New Mexico	$4,602,500
Colorado	$4,602,500	New York	$70,639,800

State/Territory	FY 2021 Allocation	State/Territory	FY 2021 Allocation
Connecticut	$4,602,500	North Carolina	$5,280,222
Delaware	$4,602,500	North Dakota	$4,602,500
District of Columbia	$5,280,222	Northern Mariana Islands	$1,052,000
Florida	$9,701,894	Ohio	$6,428,138
Georgia	$5,491,278	Oklahoma	$4,602,500
Guam	$1,052,000	Oregon	$4,602,500
Hawaii	$4,602,500	Pennsylvania	$8,447,973
Idaho	$4,602,500	Puerto Rico	$4,602,500
Illinois	$14,427,260	Rhode Island	$4,602,500
Indiana	$4,602,500	South Carolina	$4,602,500
Iowa	$4,602,500	South Dakota	$4,602,500
Kansas	$4,602,500	Tennessee	$4,602,500
Kentucky	$4,602,500	Texas	$18,908,141
Louisiana	$4,602,500	U.S. Virgin Islands	$1,052,000
Maine	$4,602,500	Utah	$4,602,500
Maryland	$7,345,897	Vermont	$4,602,500
Massachusetts	$6,428,138	Virginia	$8,447,973
Michigan	$5,280,222	Washington	$6,428,138
Minnesota	$4,602,500	West Virginia	$4,602,500
Mississippi	$4,602,500	Wisconsin	$4,602,500
Missouri	$4,602,500	Wyoming	$4,602,500
Total			**$415,000,000**

UASI Allocations

Eligible candidates for the FY 2021 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at https://www.census.gov/programs-surveys/metro-micro.html. THIRA/SPR results do not impact grant allocation or award.

The following table identifies the UASI allocations for each high-risk urban area based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended.

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the five National Priority Areas identified in the Priorities section, above. **All projects related to the National Priority Area *must* be included in the IJ.** The funding level in each National Priority Area investment **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's UASI allocation in the table below.

2021 UASI ALLOCATIONS

State/Territory	Urban Area	FY 2021 UASI Allocation
Arizona	Phoenix Area	$5,250,000
California	Anaheim/Santa Ana Area	$5,250,000
	Bay Area	$37,500,000
	Los Angeles/Long Beach Area	$68,000,000
	Riverside Area	$3,900,000
	Sacramento Area	$3,800,000
	San Diego Area	$16,900,000
Colorado	Denver Area	$3,900,000
District of Columbia	National Capital Region	$51,750,000
Florida	Miami/Fort Lauderdale Area	$14,750,000
	Orlando Area	$3,800,000
	Tampa Area	$3,800,000
Georgia	Atlanta Area	$6,250,000
Hawaii	Honolulu Area	$3,800,000
Illinois	Chicago Area	$68,000,000
Maryland	Baltimore Area	$4,250,000
Massachusetts	Boston Area	$16,900,000
Michigan	Detroit Area	$5,250,000
Minnesota	Twin Cities Area	$5,250,000
Missouri	St. Louis Area	$3,800,000
Nevada	Las Vegas Area	$5,250,000
New Jersey	Jersey City/Newark Area	$19,050,000
New York	New York City Area	$178,750,000
North Carolina	Charlotte Area	$3,800,000
Oregon	Portland Area	$3,800,000
Pennsylvania	Philadelphia Area	$16,900,000
Texas	Dallas/Fort Worth/Arlington Area	$16,900,000
	Houston Area	$24,600,000
	San Antonio Area	$3,800,000
Virginia	Hampton Roads Area	$3,800,000
Washington	Seattle Area	$6,250,000
Total		**$615,000,000**

OPSG Allocations

For FY 2021, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2021 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law

enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. The THIRA/SPR process is not required for OPSG.

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

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

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

Effectiveness of the proposed investments will be evaluated based on the recipient's investment strategy, budget, collaboration, and past performance.

2. Projected Number of Awards: **56**

3. Period of Performance: **36 months**

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO and the Preparedness Grants Manual.
FEMA awards under this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. Projected Period of Performance Start Date(s): **10/01/2021**

5. Projected Period of Performance End Date(s): **09/30/2024**

6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including

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

2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2021 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2021, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2021, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance***. ***Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

3. Other Eligibility Criteria

a. ***National Incident Management System (NIMS) Implementation***

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and

achievement reporting is on FEMA's website at https://www.fema.gov/emergency-managers/nims/implementation-training.

Please see the Preparedness Grants Manual for more information on NIMS.

b. ***Emergency Management Assistance Compact (EMAC) Membership***
In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2021 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. ***Law Enforcement Terrorism Prevention Activities (LETPA)***
Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation may be met by funding projects in any combination of the five National Priority Areas identified above and any other investments. The 25 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below.

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

4. Cost Share or Match
There is no cost share or match requirement for the FY 2021 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** 02/25/2021

b. ***Application Submission Deadline:*** 05/14/2021 at 05 PM ET

All applications **must** be received by the established deadline.

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 AM – 5 PM ET.

c. ***Anticipated Funding Selection Date:*** No later than 07/16/2021

d. ***Anticipated Award Date:*** No later than 09/30/2021

e. ***Other Key Dates:***

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline

Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in ND Grants	By the submission deadline

2. **Agreeing to Terms and Conditions of the Award**
   By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. **Address to Request Application Package**
   See the Preparedness Grants Manual for requesting and submitting an application.

   Initial applications are processed through the Grants.gov portal. Final applications are completed and submitted through FEMA's ND Grants System. Application forms and instructions are available at Grants.gov. To access these materials, go to http://www.grants.gov.

   Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. **Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application**
   Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

   Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

   To apply for an award under this program, all applicants must:

   a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
   b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
   c. Have an account with login.gov;
   d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
   e. Create a Grants.gov account;
   f. Add a profile to a Grants.gov account;
   g. Establish an AOR in Grants.gov;
   h. Register in ND Grants
   i. Submit an initial application in Grants.gov;

j. **Submit the final application in ND Grants, including electronically signing applicable forms; and**
k. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Specific instructions on how to apply for, update, or verify a DUNS number or SAM registration or establish an AOR are included below in the steps for applying through Grants.gov.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

5. **Electronic Delivery**
DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit initial applications through Grants.gov and a final application through ND Grants.

6. **How to Register to Apply through Grants.gov**
For information on how to register to apply through Grants.gov, please see the Preparedness Grants Manual.

7. **How to Submit an Initial Application to FEMA via Grants.gov**
Standard Form 424 (SF-424) is the initial application for this NOFO.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each Notice of Funding Opportunity, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov at least seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying

For further information on how to submit an initial application via Grants.gov, please see the Preparedness Grants Manual.

8. Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system.

In ND Grants, applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, "Content and Form of Application Submission.". The Standard Forms (SF) are auto generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov

into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5 PM ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

I. GRANTS.GOV

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. *Program-Specific Required Forms and Information*

I. IJ DEVELOPMENT: SHSP AND UASI

As part of the FY 2021 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill of all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for each National Priority Area. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2021 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the five National Priority Areas (Cybersecurity, Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Emerging Threats) identified in this NOFO. Each of these five IJs must also meet or exceed the minimum percent spend requirement based on the applicant's SHSP and UASI allocation stated in this NOFO. **The SAA must submit one IJ per National Priority Area; all projects associated with a National Priority Area *must* be submitted in the same IJ and account for the relevant minimum spend requirement as a percentage of the SHSP or UASI allocation.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area, or up to 30 percent of the total award) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness;
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process; and
- Support the overcoming of existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional, and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.

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

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or

- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2022. This includes IJs for the five National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2021 BSIR. DHS/FEMA will not reduce FY 2021 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. DEVELOPMENT OF INVESTMENTS AND PROJECTS: SHSP

- Applicants must propose at least five and may include up to ten investments.
- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed SHSP-funded investments, one single project, within the required Intelligence and Information Sharing National Priority Area IJ, must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the Preparedness Grants Manual.
- All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
    - Project name;
    - Project description;
    - Subrecipient name, if applicable;
    - Recipient type (e.g., state or local);
    - Project location (zip code of the primary location of the project);
    - Primary core capability the project supports;

  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. NATIONAL PRIORITY AREA INVESTMENTS: SHSP

States are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Cybersecurity IJ (7.5 percent)**
  At least one investment must be in support of the state's cybersecurity efforts. The investment must meet or exceed the FY 2021 national priority percentage for cybersecurity and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2021 HSGP grant awards will be required to complete the 2021 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2021 NCSR is estimated to be open from October – December 2021.

  The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

- **Soft Targets/Crowded Places IJ (5 percent)**
  Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors

collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency. States are encouraged to engaged DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

- **Information and Intelligence Sharing and Cooperation IJ (5 percent)**
  Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

  Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for information sharing and cooperation with DHS and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism IJ (7.5 percent)**
  As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including driving lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

  Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

  Please note that there currently is not a "Domestic Violent Extremism" Investment Type option in the Grant Reporting Tool (GRT). Instead applicants should select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.

- **Emerging Threats IJ (5 percent)**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

  Given the increased risk of these emerging threats, at least one investment must be in support of the state's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for emerging threats and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

IV. DEVELOPMENT OF INVESTMENTS AND PROJECTS: UASI

- Applicants must propose at least five and may include up to ten investments.
- Within each investment, urban areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed projects, urban areas are required to propose one single project, as part of the required intelligence and information sharing IJ, in support of a designated fusion center within the urban area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop fusion center investments below and in the Preparedness Grants Manual.
- All emergency communications investments must describe how such activities align with the needs identified in their SCIP. Recipients must coordinate with their SWIC and/or SIGB when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
    - Project name;
    - Project description
    - Subrecipient name, if applicable;
    - Recipient type (e.g., state or local);
    - Project location (zip code of the primary location of the project);
    - Primary core capability the project supports;
    - Whether the project activities are shareable and deployable; and
    - Which National Priority Area (if any) the project supports.
- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

V. PRIORITY INVESTMENTS: UASI

High-risk urban areas are encouraged to review the Strategic Framework for Countering Terrorism and Targeted Violence when developing investments.

- **Cybersecurity IJ (7.5 percent)**
  At least one investment must be in support of the urban area's cybersecurity efforts. The investment must meet or exceed the FY 2021 national priority percentage for cybersecurity and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and

functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2021 HSGP awards will be required to complete the 2021 Nationwide Cybersecurity Review, enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2- 3 hours to complete. The 2021 NCSR is estimated to be open from October – December 2021.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

- **Soft Targets/Crowded Places IJ (5 percent)**
  Soft targets and crowded places are increasingly appealing to terrorists and other extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities.

  Given the increased risk to soft targets and crowded places, at least one investment must be in support of the urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency.

- **Information and Intelligence Sharing and Cooperation IJ (5 percent)**
  Effective homeland security operations rely on access to, analysis of, and timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior

leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, – including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for information sharing and cooperation with DHS and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism IJ (7.5 percent)**
  As stated in the October 2020 DHS Homeland Threat Assessment, domestic violent extremists, including ideologically motivated lone offenders and small groups, present the most persistent and lethal terrorist threat to the Homeland. These violent extremists capitalize on social and political tensions, which have resulted in an elevated threat environment. They utilize social media platforms and other technologies to spread violent extremist ideologies that encourage violence and influence action within the United States. The COVID-19 pandemic has further created an environment that may lead to accelerated mobilization to targeted violence and/or radicalization to domestic terrorism, including driving lawful protests to incite violence, intimidate targets, and promote their violent extremist ideologies.

  Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

  Please note that there currently is not a "Domestic Violent Extremism" Investment Type option in the GRT. Instead applicants should select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.

- **Emerging Threats IJ (5 percent)**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

  Given the increased risk of these emerging threats, at least one investment must be in support of the urban area's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2021 national priority percentage for emerging threats and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

VI. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

If applicable, each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center;
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center; and
- The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

Sample Fusion Center Funding Itemization

A sample project description and funding itemization are below. For the itemized projects, clearly identify the anticipated fusion center performance improvement or sustainment as a result of the proposed funding.

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2021.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

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

Solution Area and Amount of Proposed Funding		***Percent of Proposed Funding***
Planning:	*$10,000*	*2%*
Organization:	*$200,000*	*48%*
Equipment:	*$200,000*	*48%*
Training:	*$10,000*	*2%*
Exercises:	*$0*	*0%*
Total:	*$420,000*	*100%*

VII. COMPLETING IJS IN THE GRANT REPORTING TOOL (GRT): SHSP AND UASI

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

Applicants must ensure the appropriate National Priority Area "Investment Type" (*Overview Tab – Investment Information Section)* is selected for the corresponding National Priority Area (Cybersecurity, Soft Targets/Crowded Places, Information and Intelligence Sharing and Cooperation, and Emerging Threats). **Important note: there currently is not a "Domestic Violent Extremism" Investment Type option. Applicants should instead select the "Standard" Investment Type and clearly name the IJ as "Domestic Violent Extremism Priority Area" to ensure it is appropriately accounted for during FEMA's administrative and effectiveness reviews.** All non-National Priority Area IJs should have the "Standard" Investment Type option selected.

VIII. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG

As part of the FY 2021 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for

vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

OPSG Applicants will be required to clearly articulate and identify how the CONOPs will address the national priorities identified below.

- **Information and Intelligence Sharing and Cooperation**
  Effective border security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. One critical, statutorily required mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including both international and domestic terrorism, cybersecurity, transnational organized crime, economic security, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism, and other threats to life and criminal acts of targeted violence.

  Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must support the recipient's efforts to enhance information sharing and cooperation with DHS and other federal agencies. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Emerging Threats**
  The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists, criminal actors, and foreign adversaries continue to utilize open source and other technologies to spread misinformation and sow discord in the United States. These actors also remain intent on remain intent on acquiring WMD capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs

than ever before. Similarly, the proliferation of UASs, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of these emerging threats, the CONOP must be in support of the recipient's efforts to address emerging threats. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

IX. DETAILED Budget

Applicants must provide budget summary worksheets for all funds requested at the time of application. The budget summary worksheets must be complete, reasonable, and cost-effective in relation to the proposed project and should provide the basis of computation of all project-related costs (including management and administrative costs) and any appropriate narrative. FEMA must be able to thoroughly evaluate the projects being submitted based on the information provided. FEMA must be able to determine how much funding is being passed through to subrecipients for each sub-program (UASI, SHSP, OPSG). Consequently, applicants must provide an appropriate level of detail within the budget summary worksheets to clarify what will be purchased and spent. Sample budget summary worksheets are available on the grants.gov posting for the HSGP in the Related Documents tab and may be used as a guide to assist applicants in the preparation of budgets and budget narratives.

11. Other Submission Requirements

Emergency Communications Investments

If an entity uses HSGP funding to support emergency communications investments, the applicant must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals.

12. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See https://www.archives.gov/federal-register/codification/executive-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf).

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be

incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

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

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Additional guidance is available in FEMA Policy #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

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

c. *Management and Administration (M&A) Costs*

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

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its enhancing cybersecurity investment, the recipient may credit that funding toward its requirement to allocate at least 7.5 percent of its award to the enhancing cybersecurity National Priority Area.

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

In retaining these funds, states may retain a maximum of 2.5 percent of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5 percent of the OPSG award. Examples applying this principle:

SAA 1:
SHSP: $1,000,000 OPSG: $2,500,000 UASI: $2,500,000
M&A Maximum: $300,000 (5 percent of $6,000,000)
Maximum M&A for SHSP = $50,000
Maximum M&A for OPSG = $125,000. Of that amount, $62,500 (2.5 percent) may be retained from the OPSG allocation, and the other $62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $50,000 available to manage the SHSP allocation.
Maximum M&A for UASI = $125,000

SAA 2:
SHSP: $3,500,000 OPSG: $1,000,000
M&A Maximum: $225,000 (5 percent of $4,500,000)
Maximum M&A for SHSP = $175,000
Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5 percent) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Additionally, if a state/territory receives Nonprofit Security Grant Program (NSGP) funding, it may use SHSP M&A funding to cover M&A costs related to the management of NSGP-State awards, and UASI M&A funding to cover M&A costs related to the management of NSGP-Urban Area awards.

Please note, IB 365: Management and Administration Costs in the Homeland Security Grant Program and DHS/FEMA Policy 207-087-1 **do not apply to awards made in FY 2021 under this NOFO**. Please also reference IB 416 for additional clarification on OPSG M&A,

but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2021 awards made under this NOFO.

d. ***Indirect Facilities & Administrative (F&A) Costs***
Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

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

e. ***Other Direct Costs***

I. PLANNING
Planning costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

II. ORGANIZATION
Organization costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

III. EQUIPMENT
Equipment costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

- **General Purpose Equipment**
HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable

through the EMAC[2] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[3] engaged in homeland security program activity.

- **Controlled Equipment**
  For decades, the federal government has provided equipment to state, local, and tribal law enforcement agencies (LEAs) through federal grants. Some federal grant programs have assisted LEAs as they carry out their critical missions to keep the American people safe. The equipment acquired by LEAs through these programs includes administrative equipment, such as office furniture and computers. Some federal grant programs also may include military and military-styled equipment, firearms, and tactical vehicles provided by the federal government, including property covered under 22 C.F.R. Part 121 and 15 C.F.R. Part 774 (collectively, "controlled equipment").

  However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed further below, there are certain "prohibited equipment" that are not allowable under HSGP. And for the procurement of certain controlled equipment that is allowable under the HSGP, there are additional submission requirements and reviews that must be met before DHS/FEMA will permit funding to be used for this purpose.

  DHS/FEMA will continue to collaborate with federal agency partners to ensure that there is a consistent and reasonable approach to the restrictions placed on controlled equipment expenditures while continuing to support these investments when there is a justifiable need. Further, DHS/FEMA will continue to maintain an awareness of the evolving policy developments related to controlled equipment expenditures and keep grant recipients up to date on future developments.

  Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with IB 426 and may not be used for the purchase of the following equipment: 1) firearms; 2)

[2] Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.
[3] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized aircraft, vessels, or vehicles of any kind with weapons installed.

IV. TRAINING

Training costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

V. EXERCISES

Exercise costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

VI. PERSONNEL

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

VII. OPERATIONAL OVERTIME

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA. Operational overtime costs are also subject to the 50 percent personnel cap. Please see the Preparedness Grants Manual for more information.

VIII. TRAVEL

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

IX. CONSTRUCTION AND RENOVATION

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the Environmental Planning and Historical Preservation (EHP) approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit SF-424C and SF-424D. Please see the Preparedness Grants Manual for more information.

X. MAINTENANCE AND SUSTAINMENT

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable. Please see the

Preparedness Grants Manual for more information.

XI. Critical Emergency Supplies

Critical emergency supplies are allowed under this program. Please see the Preparedness Grants Manual for more information.

XII. Secure Identification

Secure Identification costs are allowed under this program. Please see the Preparedness Grants Manual for more information.

Allowable Cost Matrix

The following matrix provides allowable cost activities that fall under each of the cost categories noted above. Recipients and subrecipients must follow all applicable requirements in 2 C.F.R. Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. HSGP funds may be used to cover the costs for evaluating the impact of these grants on the state or urban area's core capabilities and capability gaps. This list is not exhaustive, therefore, if there are any questions regarding allowable costs, please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the Preparedness Grants Manual.

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	Y	N
Materials required to conduct planning activities	Y	Y	N
Travel/per diem related to planning activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N
Allowable Organizational Activities **Note:** Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	Y
Cost of migrating online services to the ".gov" domain	Y	Y	N
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Allowable Equipment Categories			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle acquisition, lease, and rental	N	N	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils in conducting training exercises	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Allowable Exercise Related Costs			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
LETPA Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	Y	N

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

I. RISK METHODOLOGY

The risk methodology determines the relative risk of terrorism faced by a given area considering the potential risk of terrorism to people, critical infrastructure, and economic security. The analysis includes, but is not limited to, threats from violent domestic extremists, international terrorist groups, and individuals inspired by terrorists abroad. See the Preparedness Grants Manual for additional information on the risk methodology.

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

The Risk Methodology is used to inform allocations under HSGP. For more information on the SHSP, UASI, and OPSG allocation processes, please see Section B.1 of this NOFO, "Available Funding for the NOFO."

II. APPLICATION EVALUATION CRITERIA

FEMA will evaluate the FY 2021 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ and project:

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

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

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

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

FEMA will also review any submitted National Priority Area-aligned IJs and projects to ensure they meet the minimum spend requirement. Further information on how the National Priority Area IJs and projects will be reviewed for effectiveness is included in the Review and Selection Process section below.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).

ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.

iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. ***SHSP and UASI***

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO. The federal review will be conducted by FEMA HQ Preparedness Officers. FEMA HQ Preparedness Officers will use a checklist to verify compliance with all administrative and eligibility criteria identified in the NOFO. Recipients must be able to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. IJs will be reviewed at both the investment and project level.

Emergency communications investments will be jointly reviewed by FEMA and the DHS Office of Emergency Communications (OEC) to verify compliance with SAFECOM guidance. FEMA and OEC will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2021 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

Cybersecurity investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Soft Targets/Crowded Places investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

Information Sharing and Cooperation Investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

For additional information on Fusion Center requirements, please see the Preparedness Grants Manual.

Domestic violent extremism investments will be reviewed by DHS/FEMA, DHS Office of Intelligence and Analysis, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

Emerging threats investments will be reviewed by DHS/FEMA, DHS Countering Weapons of Mass Destruction Office, and other DHS components as appropriate, for compliance with purposes and requirements of the priority investment area. Proposed investments will be reviewed for effectiveness using the criteria set forth in this NOFO.

FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This part considers factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations.

For applicants that elect to submit IJs and project-level details for the National Priority Areas at the time of application, effectiveness will be evaluated prior to award. If the projects are found to not sufficiently align with the National Priority Area(s), applicants may have funds placed on hold (up to 30 percent) until the projects are revised to satisfactorily address the National Priority Areas.

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2021 BSIR, they will have funds placed on hold in the amount of 30 percent (the sum of all National Priority Area). The hold will be released only after their December 2021 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

SAAs are still required to meet pass-through requirements even if funds are on hold related to the National Priority Areas.

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of laws, policies and practices that can be enhanced, eliminated, or otherwise changed in order to achieve the goals of the project and foster a culture of national preparedness; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2021 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (30%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (10%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (30%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.

- Collaboration (30%): Proposals will be evaluated based on the degree to which the proposal adequately details how the recipient will use investments and other means to overcome existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional and nonprofit partners. Collaboration should improve efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

b. *OPSG*

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

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

FY 2021 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2021 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO and the Preparedness Grants Manual as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

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

2. Pass-Through Requirements

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

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

Timing and Amount

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

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

It is important to note that the period of performance start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on September 20, 2021, while the period of performance dates for that award are October 1, 2021, through September 30, 2024. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or October 5, 2021 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of October 1, 2021 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

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

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2021, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

Additional OPSG Requirements

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

3. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

In addition to the information regarding DHS Standard Terms and Conditions and Ensuring the Protection of Civil Rights, see the Preparedness Grants Manual for additional information on administrative and national policy requirements, including the following:

- EHP Compliance
- FirstNet
- NIMS Implementation
- SAFECOM

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

c. *EHP Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

d. ***NIMS Implementation***

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. The list of objectives used for progress and achievement reporting is at https://www.fema.gov/emergency-managers/nims/implementation-training.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. Using standardized resource management concepts such as typing, credentialing, and inventorying, promote a strong national mutual aid capability needed to support delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is on FEMA's website at https://www.fema.gov/emergency-managers/nims/components.

FEMA developed the National Incident Management System Guideline for the National Qualification System to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools which Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state, local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available at https://www.fema.gov/emergency-managers/nims.

e. ***Emergency Communications Investments***

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

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status

information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

- By the period of performance end date, all states and territories must update the SCIP, with a focus on communications resilience/continuity, to include assessment and mitigation of all potential risks identified in the SCIP: natural disasters, accidental damage (human failures), intentional damage (sabotage, terrorism), cybersecurity, etc. Following the initial update, the SCIP should be updated on an annual basis. SCIP status information will be maintained by CISA and will be verified by FEMA GPD through programmatic monitoring activities.

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required) and must submit an After Action Report/Improvement Plan (AAR/IP) to the Homeland Security Exercise and Evaluation Program's (HSEEP) electronic message inbox at hseep@fema.gov within 90 days of exercise completion. Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

States, territories, and other eligible grant recipients are advised that HSGP funding may be used to support communications planning (including the cost of hiring a SWIC, participation in governance bodies and requirements delineated above), training, exercises, and equipment costs. Costs for transitioning to the FirstNet network may also be eligible. More information regarding FirstNet can be found in the Preparedness Grants Manual.

4. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

See the Preparedness Grants Manual for information on reporting requirements, as well as the above section, "Emergency Communications Investments," specific reporting requirements for emergency communications investments.

5. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide

any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

See the Preparedness Grants Manual for information on monitoring and oversight.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

FEMA has assigned state-specific Preparedness Officers for the HSGP. If you do not know your Preparedness Officer, please contact CSID by phone at (800) 368-6498 or by email at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. *Centralized Scheduling and Information Desk (CSID)*

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

c. *GPD Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *Grants.gov*

For technical assistance with Grants.gov, call the customer support hotline 24 hours per day, 7 days per week (except federal holidays) at (800) 518-4726 or e-mail at support@grants.gov.

b. *Non-Disaster (ND) Grants*

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system

c. *Payment and Reporting System (PARS)*

FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing, and tracking payments. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 1199A, Direct Deposit Form. If you have questions about the online system, please call the Customer Service Center at (866) 927-5646 or email ask-GMD@fema.dhs.gov.

d. *Supplemental Information: Reporting Systems*

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

- **GRT**: Information on the GRT can be found in the Preparedness Grants Manual.
- **Unified Reporting Tool (URT):** Information on the URT can be found in the Preparedness Grants Manual.

H. Additional Information

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

- Actions to Address Noncompliance
- Audits
- Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations
- Community Lifelines
- Conflicts of Interest in the Administration of Federal Awards and Subawards
- Disability Integration
- National Incident Management System
- Payment Information
- Period of Performance Extensions
- Procurement Integrity

- Record Retention
- Whole Community Preparedness
- Other Post-Award Requirements

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO or in the Preparedness Grants Manual.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Please see the Preparedness Grants Manual for more information.

LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with **legible** supporting documents to:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Grant Name & Year:

SHSP Grant

2021

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered here) City of Montebello

3. Taxpayer ID #:

4. Contact's Name: Angelica Palmeros

2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):

1600 W. Beverly Blvd., Montebello, CA 90640

4. Contact's phone: 323-887-4540 Ext. 547

4. Contact's e-mail: Apalmeros@montebelloca.gov

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

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

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

[X] **1.** I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.

[X] **2.** All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____ AUTHORIZED SIGNATURE _____ DATE

4. Raul Alvarez AUTHORIZED PRINTED NAME — City Manager AUTHORIZED TITLE

5. AUTHORIZED CONTACT INFORMATION **(If different from Section B)**:

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

NOTE: This Form is intended for Internal SSD review purpose only.

Revised on December 2019

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

INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

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

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

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

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

SECTION B: SUB-RECIPIENT'S INFORMATION

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

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.

2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.

3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.

4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

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

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

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.

2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.

4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:

a) ☐ **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:

a) ☐ **Copy of the invoice**: Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.

b) ☐ **Copy of the purchase order**

c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm

d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .

e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.

f) ☐ **Proof of payment of the use tax**: Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.

g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at http://www.sam.gov/portal/public/SAM. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.

6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.

a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).

b) ☐ **Non-Competitive Bid:** for single bid purchases of $250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

c) ☐ **Sole Source:** for non-bid purchases of $250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.

8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

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

1. Please read and check the box provided if you are an authorized signor.

2. Please read and check the box provided if you are an authorized signor.

3. Please sign the Grant payment request if you are an authorized signor of your agency.

4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

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

For Equipment Claims:

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

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

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

For Training Claims:

a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.

b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.

c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

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

d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.

e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:

- Attendance sheets (signed by employee and instructor)
- Sign in sheets (same as above)
- Signed training certificates

f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

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

g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.

h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.

i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.

k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.

b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.

c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

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

https://hseep.dhs.gov/DHS_SSO/

b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

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

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME:
SUB-RECIPIENT: _____
DATE OF REPORT: _____

P. ___ of ___

Grant Year	Project Number	AEL No.	Description of Property	Serial # or Other ID #	SAFECOM Consult (Yes/No/NA)	Source of Property (SHSP or EMPG Grant Program)	Department (Title Holder)	Vendor Name	Invoice Number	Acquisition		% of FED Participation	Location	Use & Condition (N=New, D=Deployed, O=Out of Service, L=Lost,	Disposition	
										Date	Cost				Date	Sale Price

N:Grants/Subrecipient Monitoring/Forms/Propery & Equipment Inventory Listing
Revised 12/2019

Equipment Inventory Listing
Procedures for Completion

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

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

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

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

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

Distribution
Copy maintained in sub-recipient file
Copy forwarded to Shared Services Division

Training Summary Sheet

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

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

Approved by: _____
Authorized Signature

_____ _____
Print Name and Title Date

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

PLANNING ROSTER												
Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product				
					-	-						
	GRAND TOTAL						**$**					

Approved by:

Authorized Signature

Print Name and Title

Date

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

EXERCISE ROSTER

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

Approved by:

Authorized Signature

Print Name and Title

Date

8. Notes on Personnel Cost:

In general, costs associated with:

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

The following examples would not count towards the personnel cap:

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

The following examples would count towards the personnel cap:

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

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

Project	Employee Name	Project / Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting Period	Total Project Hours	REIMB Request #	Total Cost Charged to Grant
								-	-	N/A	-

Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

Verification	Yes	No	Comment
1. Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit?			
3. Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6. Did the Subrecipient implement the corrective action plan?			

B. TRAINING

Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project' s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

Verification	Yes	No	Comments
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING

Objective

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

Verification	Yes	No	Comments
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for Planning:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT

Objective

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

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

Verification	Yes	No	Comments
7. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing? b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain Equipment in a secure location?			
9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations? b. What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/ contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

Verification	Yes	No	Comments
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

Verification	Yes	No	Comments
6. For Projects with backfill expenditures for Organization:			
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?			
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?			
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

ITEM # 9

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **ADOPT RESOLUTION 24-67 TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAFE CLEAN WATER MUNICIPAL FUNDS TRANSFER AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution 24-67 authorizing the City Manager to execute the Safe Clean Water Municipal Funds Transfer Agreement with Los Angeles County Flood Control District; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The estimated revenues for the City of Montebello, through the Safe Clean Water Municipal Program are expected to be approximately $900,000 annually, for the next thirty years that are eligible to be spent on various water quality related activities. These funds are recorded in Fund 229 (Measure W Fund) and have been appropriated for Fiscal Year 2024-25.

BACKGROUND/DISCUSSION:

Staff is requesting City Council authorization to enter into an agreement with the Los Angeles County Flood Control District (LACFCD) to receive funds coming from the Municipal portion of the Safe Clean Water Program. This agreement formalizes the details that include eligible expenditures, reporting requirements and timelines.

The Municipal Separate Storm Sewer System (MS4) permit is the State's implementation of the Federal National Pollutant Discharge Elimination System (NPDES) program, which was developed and is continuously adapted in response to the Clean Water Act. It is

enforced by the Los Angeles Regional Water Quality Control Board, (Regional Board).

Due to the lack of funding for these complex requirements, the County of Los Angeles proposed a property tax measure to be placed on the ballot in November of 2018. Measure W passed, and is now known as the Safe Clean Water Program. The Safe Clean Water Program revenues are collected as a parcel tax by Los Angeles County and are broken into three categories. The District program, which receives 10% of the funds, is kept by LACFCD to cover the cost of administration and implementation of the program. The Regional program, which receives 50% of the funds, are allocated as competitive funding for infrastructure construction, implementation, operations and maintenance, and administration of watershed-based projects and programs. The Municipal program, which is the topic of this agreement, receives 40% of the funds, which go directly to individual cities to carry out compliance activities, programs, and projects.

In order to receive Safe, Clean Water Municipal program funds, the City must execute the attached agreement and submit an expenditure plan annually. The annual expenditure plan details the use of funds and how they relate to the Safe Clean Water Program goals. The fund expenditures can only be used on eligible expenses such as installation of catch basin grates and filters, catch basin cleaning, stormwater project development, and other programs that meet the funding criteria. City staff plan to utilize these funds for compliance requirements such as: trash capture system purchase, installation and maintenance. A dedicated fund has been created in the City' s budget per these requirements (i.e., Fund 229). Fund expenditures must comply with various auditing and progress report requirements, as detailed in the agreement. The attached agreement will expire at the end of FY 2027-28, at which time a new agreement would need to be executed.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the approval of Resolution 24-67 (Attachment A), authorizing the City Manager to execute the attached Transfer Agreement (Attachment B) between the Los Angeles County Flood Control District and the City of Montebello to transfer funds from the Safe Clean Water Program - Municipal Program, to the City of Montebello.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-67
2. Attachment B - Safe Clean Water Program Agr. No. 2024MP53

RESOLUTION NO. 24-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOS ANGELES REGION SAFE CLEAN WATER (SCW) PROGRAM, MUNICIPAL TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

RECITALS

WHEREAS, the City Council of the City of Montebello ("City") is eligible to receive funding for Stormwater, Urban Runoff Pollution and Water Quality projects, through the Los Angeles County Flood Control District ("District"); and

WHEREAS, pursuant to Section 16.05.A.1 of the Los Angeles County Flood Control District Code, prior to their receipt of Safe Clean Water ("SCW") Program funds Municipalities must enter into a Municipal Transfer Agreement with the District to transfer SCW Program funds ("Agreement"); and

WHEREAS, the Agreement includes details about the goals of the program, reporting and auditing requirements along with timelines, said Contract being substantially in the form attached hereto and made a part hereof by reference as though the same were set forth in full herein.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. AUTHORITY. The City Council hereby approves and authorizes the City Manager to execute the Safe Clean Water Program Municipal Transfer Agreement with the Los Angeles County Flood Control District, in the form attached to this Resolution as Exhibit "A", and any other documents necessary for the City's participation in the Safe Clear Water Program.

SECTION 2. ADOPTION. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST 2024.

_____

Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-67 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of August 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

Exhibits:

- Exhibit A – Municipal Transfer Agreement

TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND MONTEBELLO
AGREEMENT NO. 2024MP53
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

_____by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Montebello, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Montebello	
Name:	Haris Harouny	Name:	Cesar Roldan
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	1600 W. Beverly Blvd. Montebello, CA 90640
Phone:	(626) 300-2620	Phone:	323-887-1462

Email:	hharouny@dpw.lacounty.gov	Email:	croldan@montebelloca.gov

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. EXECUTION OF AGREEMENT

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name: Raul Alvarez

Title: City Manager

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period

to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties.

All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from

the end of the fiscal year in which those funds are transferred from the District to the Municipality.

2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

Fiscal Year Transferred	**Funds Lapse After**	**Extension Request Due**	**Commit By**
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
   a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
   b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
   a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
   b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
   c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for

performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
   a. Amount of funds received;
   b. Breakdown of how the SCW Program Payment has been expended;
   c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
   d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
   e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
   f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
   g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
   h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
   i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
   j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
      i. Annual volume of stormwater captured and treated
      ii. Annual volume of stormwater captured and reused
      iii. Annual volume of stormwater captured and recharged to a managed aquifer
      iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
      v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
      vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument

to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.
The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.
Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	●Preservation of native vegetation ●Minimal negative impact to existing drainage system	●Preservation of native vegetation ●Installation of new feature(s) to improve existing drainage system	●Creation of open green space ●Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	●Partial restoration of existing riparian habitat and wetlands Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration of existing riparian habitat and wetlands ●Planting of native vegetation - between 21 and 40 different native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ●No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
   - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
   - Regular inspection and maintenance of pet waste stations.
   - Maintaining trash receptacles.
   - Removal of trash, debris, and blockages from bioswales.
   - Inspection and cleaning of trash booms.
   - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

   - Weed control
     - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
     - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
     - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

   - Tree and shrubbery trimming and care
     - Removal of dead trees and elimination of diseased/damaged growth.
     - Prevent encroachment of adjacent property and provide vertical clearance.
     - Inspect for dead or diseased plants regularly.

   - Wetland vegetation and landscape maintenance
     - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
     - Draining and drawdown of wetland and excessive bulrush removal
     - Weed and nuisance plant control.
     - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
     - Wildflower and meadow maintenance.
     - Grass, sedge, and yarrow management.
     - Removal of unwanted hydroseed.

3. Wildlife Management
   - Exotic species control.
   - Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
   - Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
   - Avoid disturbances to nesting birds.
   - Avoid spread of invasive aquatic species.

4. Facility Inspection
   - Inspect project sites for rodent and insect infestations on a regular basis.
   - Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
   - Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management
   - Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
     - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
     - Inspection should be performed at least monthly.
     - Recover, replace, or refasten displaced or damaged valve box covers.
     - Inspect and repair bubbler heads.
     - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
     - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
     - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
     - Maintain and check function of the drip system.
   - Keeping irrigation control boxes clear of vegetation.
   - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
   - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
   - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
   - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
   - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control
   - Inspect slopes for erosion during each maintenance activity.
   - Inspect basins for erosion.
   - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities
   - Monitor controllable intake water flow and water elevation.
   - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
   - Water quality sampling (quarterly, unless justified otherwise).
   - Checking telemetry equipment.
   - Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control
   - Monitoring for the presence of vector and nuisance insect species.
   - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
   - Managing emergent vegetation.
   - Using hydraulic control structures to rapidly dewater emergent marsh areas.
   - Managing flow velocities to reduce propagation of vectors.

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE EMERGENCY PURCHASE ORDER FOR A.O. REED & CO, LLC TO REPLACE THE POLICE DEPARTMENT SERVER ROOM AIR CONDITIONING SYSTEM**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve by a four-fifths vote of the City Council an emergency purchase order with A.O. Reed & Co. LLC for emergency replacement of the Police Department Server Room Air Conditioning system per Montebello Municipal Code Section 3.20.050; and,
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by $54,534 in Account No. 100-80-840-6040.60 (General Fund, Police Department, Headquarters Rehab-Repair, Contract Services Building Maintenance/Repairs); and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The server room in question houses the infrastructure that supports all 9-1-1 communications and the Police Department's computer systems. This includes the emergency dispatch system, records management, and other critical applications. The functionality of these systems is paramount to the safety and security of the community.

The existing air conditioning (AC) unit has reached its limits while trying to meet the server room's cooling demands. If the unit fails, the server room could overheat, leading to potential failure of critical system. Such an event would compromise 9-1-1 operations and Police Department communications, placing the community at significant risk.

Given the critical nature of the systems this server room supports, a new, appropriately sized AC unit must be installed as soon as possible to ensure continuous and reliable operations. The situation warrants declaring an emergency to expedite the procurement and installation process. This method of procurement is allowable per Montebello Municipal Code Section 3.20.050(D).

This item was not budgeted in the current fiscal year and involved the unforeseen removal and replacement of the Police Department Server Room air conditioning system. The AC unit's removal and replacement cost is estimated at $54,534 --this amount includes a ten percent (10%) contingency added to the estimate of $49,576. The request is to approve a purchase order in a not-to-exceed amount of $54,534 and amend the Fiscal Year 2024-25 budget by increasing appropriations by $54,534 in Account No. 100-80-840-6040.60 (General Fund, Police Department, Headquarters Rehab-Repair, Contract Services Building Maintenance/Repairs).

BACKGROUND/DISCUSSION:

The existing Air Conditioning unit was installed 25 years ago and has significantly outlived its expected operational lifespan. Given its age, it is no longer efficient or reliable. Technological advancements have considerably increased the cooling requirements for server rooms since the 1990s. The current AC unit was designed when server capacities and heat output were significantly lower. As a result, the unit can no longer keep pace with the demands of the modern servers housed within the Police department.

The server room supports the Police Department's computer systems, including the 9-1-1 emergency response system. Any failure in the cooling system could result in overheating, leading to server failures, data loss, and potential downtime for critical emergency services.

Staff recommends approval and acceptance from the City Council to replace the Police Department Server Room Air Conditioning System and forgo the prescribed procurement process per Municipal Code Section 3.20.050(D) - Conformance with bidding procedures, City Council Authorization: "When the City Council by a four-fifths vote determines to dispense with such bidding and other procedures required by the sections as mentioned earlier in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same."

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council authorize an emergency purchase order to engage A.O. Reed & Co., LLC to remove and replace the air conditioning (AC) unit serving the Police Department's server room. This action is necessary to prevent the failure of critical infrastructure supporting public safety. This project will required amending the Fiscal Year 2024-25 budget by increasing appropriations by $54,534 in Account No. 100-80-840-6040.60 (General Fund, Police Department, Headquarters Rehab-Repair, Contract Services Building Maintenance/Repairs).

ATTACHMENT(S)

1. Attachment A - A.O. Reed & Co. Proposal

ATTACHMENT A

2390 Bateman Ave, Irwindale CA 91010
24/7 Service 877.247.8437
Contractors License Number: 7731
www.aoreed.com

Date:8/15/2024

Recipient: James Coiner
Job: Montebello Police Department
Billing information: 1600 W. Beverly Montebello CA, 90640
Site Address: 1600 W. Beverly Blvd. Montebello CA, 90640

Introduction: The City of Montebello is Requesting a proposal to replace the Server room air conditioning system for the Police Department. AOREED IS A UNION SHOP/PREVAILING WAGE REQUIREMENTS ARE COVERED. AOREED HAS ALL THE REQUIRED CONTRACTOR LICENSES TO COVER THE JOB. A,B,C16,C20,C36,HAZ,C42,C43,C4,C60

Scope of Work: Remove and install a new 6 -ton VRF Unit with 2 wall mount coils for the Server room.

- **Lock out tag out the power**
  Recover the refrigerant
- **Disconnect the electrical**
- **Disconnect the copper piping at the condenser and evaporator of the old system**
- **Disconnect the controls**
- **Remove the old evaporator from the ceiling and discard it**
- **Remove the old condenser from the concrete pad and discard it**
- **Remove the old copper and install all new**
- **Install a new 208/230v 3 ph circuit for the new condenser outside**
- **Install a new 120v circuit for the new evaporators to be installed**
- **Install the new 3ph condenser outside on ground level**
- **Install the 2 new 3-ton wall mounted coils in the server room**
- **Install all new copper piping for the refrigerant system and make the connections**
- **Install all new communication wires for indoor and outdoor units and install new thermostats**
- **Connect the indoor drain lines to the new condensate pumps**
- **Install new breakers for the electrical as needed**
- **Pressurize the copper piping with nitrogen and check for leaks**
- **Remove the Nitrogen from the pipes**
- **Put the copper piping on a vacuum pump to remove any moisture**
- **Charge the system with refrigerant and make adjustments**
- **Start up and test the system and log the information**
- **Clean up and check out with the customer**

Total Price: ……. $ 49,576.00

2390 Bateman Ave, Irwindale CA 91010
24/7 Service 877.247.8437
Contractors License Number: 7731
www.aoreed.com

Clarifications and Exclusions:

- This quote expires in 30 days
- All electrical included by our subcontractors
- Any structural, paint, permits, grading, concrete, ceiling tiles, or any other not on the quote is excluded. Refer to page 3 for more information.

Upon your approval, we would be pleased to expedite the above-described work. For your convenience, you may email your approval to Kris.Fowler@aoreed.com

I would like to thank you for the opportunity to be of service. If you should require any additional information, or if I may be of further assistance, please do not hesitate to contact me.

Sincerely,

Kris Fowler

Project Manager
A.O. Reed & Co.
626-433-5506

Approval:

_____
Signature

_____
Print Name

_____
Purchase Order#

_____
Date

A.O. Reed & Co.
SINCE 1914
A LEGENCE Company

2390 Bateman Ave, Irwindale CA 91010
24/7 Service 877.247.8437
Contractors License Number: 7731
www.aoreed.com

TERMS AND CONDITIONS
By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by A.O. Reed & Co. shall be distributed and installed by others under A.O. Reed & Co. supervision but at no additional cost to A.O. Reed & Co. Purchaser agrees to provide A.O. Reed & Co. with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. A.O. Reed & Co. agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge A.O. Reed & Co. for any costs or expenses without A.O. Reed & Co. written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by A.O. Reed & Co. under this agreement, A.O. Reed & Co. obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by A.O. Reed & Co. shall not operate to compel A.O. Reed & Co. to perform any work relating to hazardous or dangerous materials without A.O. Reed & Co. express written consent.

2. **INVOICING & PAYMENTS.** A.O. Reed & Co. may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in A.O. Reed & Co. initial invoice. Purchaser agrees to pay A.O. Reed & Co. the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If A.O. Reed & Co. invoice is not paid within 30 days of its issuance, it is delinquent.

3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of A.O. Reed & Co., then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, A.O. Reed & Co. shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.

4. **WARRANTY.** A.O. Reed & Co. warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by A.O. Reed & Co., for a period of one (1) year from installation. A.O. Reed & Co. warrants that for equipment furnished and/or installed but not manufactured by A.O. Reed & Co., A.O. Reed & Co. will extend the same warranty terms and conditions which A.O. Reed & Co. from the manufacturer of said equipment. For equipment installed by A.O. Reed & Co., if Purchaser provides written notice to A.O. Reed & Co. of any such defect within thirty (30) days after the appearance or discovery of such defect, A.O. Reed & Co. shall, at its option, repair or replace the defective equipment. For equipment not installed by A.O. Reed & Co., if Purchaser returns the defective equipment to A.O. Reed & Co. within thirty (30) days after the appearance or discovery of such a defect, A.O. Reed & Co. shall, at its option, repair or replace the defective equipment and return said equipment to the Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by A.O. Reed & Co. shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCUL DING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. **LIABILITY.** A.O. Reed & Co. shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by A.O. Reed & Co. or, alternatively, shall provide A.O. Reed & Co. with acceptable tax exemption certificates. A.O. Reed & Co. shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. **DELAYS.** A.O. Reed & Co. shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond A.O. Reed & Co. control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of A.O. Reed & Co.

8. **COMPLIANCE WITH LAWS.** A.O. Reed & Co. shall comply with all applicable federal, state, and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

9. **DISPUTES.** All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. **INSURANCE.** Insurance coverage in excess of A.O. Reed & Co. standard limits will be furnished when requested and required. No credit will be given, or premium paid by A.O. Reed & Co. for insurance afforded by others.

11. **INDEMNITY.** The Parties hereto agree to indemnify each other from all liabilities, claims, expenses, losses, or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon A.O. Reed & Co. unless accepted by A.O. Reed & Co. in writing.

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **APPROVE RESOLUTION AUTHORIZING RECEIPT OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION SUSTAINABLE TRANSPORTATION (CALTRANS) PLANNING GRANT AWARD AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH CALTRANS RELATED TO THE GRANT AWARD**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt a Resolution authorizing receipt of the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant Award for four hundred forty-two thousand six hundred and fifty dollars ($442,650) including authorizing the required local match of fifty-seven thousand three hundred fifty dollars ($57,350); and
2. Authorize the City Manager to execute the Sustainable Transportation Planning Grant documents and any amendments thereto, to deliver all documents required or deemed necessary or appropriate to secure the Grant Award, and to negotiate and enter into a contract with Caltrans related to the grant award on behalf of the City; and
3. Take such additional and/or related action that may be necessary.

FISCAL IMPACT:

The City's Transit-Oriented Communities/Multimodal Connectivity Specific Plan is estimated to cost $500,000. The Caltrans Sustainable Transportation Planning grant funding will be used to offset these costs in the amount of $442,650 and a local match of 11.47% will be required totaling $57,350. The 11.47% local match is not required immediately and can be paid in installments over the course of the contract period

(November 2024 through June 2027). All project activities will be consistent with the cost and schedule submitted to Caltrans as a part of the application process and any changes to the cost and schedule will need to be approved by Caltrans prior to initiating any changes or amendments.

BACKGROUND/DISCUSSION:

In October 2023, the Caltrans Division of Transportation Planning opened the grant application process for the Sustainable Transportation Planning Grant Program with the deadline of January 18, 2024. The purpose of the Sustainable Communities Competitive program is to fund local and regional multimodal transportation and land use projects that further the region's Regional Transportation Plan (RTP) Sustainable Communities Strategies/Alternative Planning Strategies (SCS/APS), contribute to the State's Greenhouse Gas reduction targets, address the needs of underserved communities, and assist in achieving the Caltrans Mission and Grant Program Objectives. The City's Planning and Community Development Department staff coordinated with the Los Angeles County Metropolitan Transportation Authority ("LA Metro") through its Transit Oriented Communities Technical Assistance Program to complete the grant application for the Sustainable Transportation Grant. As a part of the Sustainable Transportation Planning Grant Fiscal Year 2024-2025 program, a total of 146 applications were received. Caltrans recently announced that a total of 89 of the 146 applicants will be awarded a total of approximately $51.4 million, including the amount that has been tentatively awarded to the City of Montebello.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); section 15060(c)(3) because the activity is not a project as defined in Section 15378); and section 15061(b)(3) because the activity is covered by the general rule or common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Due to there not being a possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

As a part of the requirements to receive the Sustainable Transportation Planning Grant award, the City must meet specific and general conditions of Caltrans including submitting a resolution of the Montebello City Council that includes the grant project title and job title of the person authorized to enter a contract with Caltrans. If approved, City Staff will proceed with submitting all documents to ensure that the required Caltrans conditions are met. Once the required conditions are met and an agreement with Caltrans is executed, Caltrans will send a Notice to Proceed letter formally authorizing the grant work to commence. The activities associated with the grant are expected to have a timeline of November 2024 to June 2027.

SUMMARY:

N/A

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-66
2. Attachment B - Caltrans Award Letter
3. Attachment C _ City of Montebello_Caltrans Updated Grant Application
4. Attachment D_Caltrans Contract Template

ATTACHMENT A

RESOLUTION NO. 24-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE RECEIPT OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ("CALTRANS") SUSTAINABLE TRANSPORTATION PLANNING GRANT AWARD RELATED TO THE CITY'S TRANSIT-ORIENTED COMMUNITIES/MULTIMODAL CONNECTIVITY SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CALTRANS RELATED TO THE GRANT AWARD ON BEHALF OF THE CITY OF MONTEBELLO

RECITALS

WHEREAS, in 2017, the California Legislature passed Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable fund source to maintain and integrate the State's multi-modal transportation system including making approximately $25 million in SB 1 funds available for Sustainable Communities Grants per grant cycle; and

WHEREAS, in October 2023, the California Department of Transportation ("Caltrans") Division of Transportation Planning opened the application process for the Sustainable Transportation Planning Grant Program with the purpose of funding local and regional multimodal transportation and land use projects; and

WHEREAS, the City's Planning and Community Development Department, in collaboration with the Los Angeles County Metropolitan Transportation Authority ("LA Metro"), applied for the Sustainable Transportation Planning Grant in January 2024; and

WHEREAS, on July 9, 2024, Caltrans announced the Fiscal Year 2024-2025 Sustainable Transportation Planning Grant Awards including awarding the City of Montebello a grant for the City's Transit-Oriented Communities/Multimodal Connectivity Specific Plan; and

WHEREAS, the City of Montebello wishes to proceed with the project activities associated with the grant.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized and directed to execute the Sustainable Transportation Planning Grant documents and any amendments thereto, to deliver all documents required or deemed necessary or appropriate to secure the Grant Award, and to negotiate and enter into a contract with Caltrans related to the grant award on behalf of the City in a form approved by the City Attorney's Office. Additionally, the City Manager is authorized to take any other action required to meet the City's obligations related to the grant.

SECTION 2. The City shall be subject to the terms and conditions specified by Caltrans as a part of a contractual agreement executed by the City Manager. Any and all activities funded, information provided, and timelines represented will be enforceable through the fully executed contractual agreement. Pursuant to the terms of the contract entered into with Caltrans, the City hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved grant application.

SECTION 3. The adoption of this resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; section 15060(c)(3) because the activity is not a project as defined in Section 15378; and section 15061(b)(3) because the activity is covered by the general rule or common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Due to there not being a possibility that this resolution may have a significant adverse effect on the environment, the item is exempt from CEQA.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST, 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-66 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of August 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–32 SACRAMENTO, CA 94273–0001
(916) 261-3326 | TTY 711
www.dot.ca.gov

July 9, 2024

SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program					
Grant Award Fiscal Year	24-25	**Grant Category**	Sustainable Communities Competitive	**Grant Fund Source**	RMRA
Project Title	Transit-Oriented Communities/Multimodal Connectivity Speciflc Plan				
Grantee/Agency	City of Montebello				
Executive Director	Raul Alvarez				
Grantee/Agency Contact	Joseph Palombi				
Sub-Recipient(s)					
Caltrans District Contact(s)	James Santiago				
Caltrans District Contact(s) E-mail	james.santiago@dot.ca.gov				

Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
$442,650	$57,350	NA	$57,350	11.47%	$500,000

Conditions of Award Due to Caltrans	Grant Expiration Date	Final Invoice Due
8/16/24	6/30/27	8/29/27

*** The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.**

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Meeting with your agency soon.
    - The attached specific and general conditions and project revisions necessary to accept grant funding will be discussed at this meeting.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
    - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the attached specific and general conditions.
4. Once the required conditions are met and the agreement is executed, the Caltrans District Grant Manager will:
    - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency*.
    - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,

ERIN THOMPSON
Chief, Office of Regional and Community Planning

Attachments:
Specific and General Conditions

Grant Award Specific and General Conditions

Specific Conditions

If Specific Conditions have been identified for this grant, they will be listed below. Please make all necessary revisions to the Grant Application Cover Sheet, Scope of Work (SOW), and/or the Cost and Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)
1. Grant Application Cover Sheet - Remove "x" from Climate Adaptation grant category.	
2. Revise schedule to reflect a Nov. 2024 - June 2027 timeline.	
3. Disclaimer, Introduction, Project Stakeholders, Overall Project Objectives, and Summary of Project Tasks sections are missing from the SOW (refer to the Application Grant Guidelines, Appendix B). Update SOW accordingly using SOW template document. District 7 staff can provide if needed.	
4. Stand alone project management tasks are now allowed. Task 1 – Project Management Plan and Team Meetings must be removed and the task budget and activities should be spread to the tasks where those activities will occur.	
5. Ensure task titles are consistent between the SOW and the Cost & Schedule.	
6. Ensure the Final Plan is an ADA-accessible document.	
7. Identify the authorized signer(s) and email address(s) for the grant agreement that will be routed via Adobe Acrobat Sign	
8. Complete form STD 1000 - Generative Artificial Intelligence (GenAI) Disclosure & Factsheet	

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

General Conditions

Please review the General Conditions below and complete them, as necessary. Most of these items are outlined in the Grant Application Guide, Ch. 6 and Appendix B.

- **Board Resolution** – A current (less than one year old) Local Board Resolution, signed by the governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans, is required to be submitted to Caltrans by September 13, 2024.
- **Government Entity Taxpayer ID Form** is now required in place of the previously required STD-204. It is required by Caltrans Accounting to ensure payments are sent to the correct recipient and address.
- **Generative Artificial Intelligence (GenAI) Disclosure (STD 1000)** is a new form now required by Caltrans for all contract submittals. The Solicitation Number field can be left blank.
- **Scope of Work (SOW) and Project Cost and Schedule** (Refer to Grant Application Guide, Appendix B Checklists) These are frequently missed requirements:
  - Project Management stand-alone tasks, staff and/or consultant coordination are not allowed. Project Management activities must be charged to the tasks in which they are accrued.
  - Include tasks for a kick-off meeting with Caltrans, invoicing, quarterly reporting, and Board adoption or acceptance.
  - Ensure the deliverable for the consultant procurement task includes: Request for Proposal (RFP), executed consultant contract, and a copy of your agency's procurement procedures.
  - The earliest project start date is November 4, 2024, with an end date of June 30, 2027. The Project Cost and Schedule will need be updated to reflect your proposed start date. At least one task must extend to the grant expiration date on June 30, 2027.
  - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Project Cost and Schedule, and the indirect cost rate included at the bottom of the Project Cost and Schedule.
- **Grant Application Cover Sheet and Project Cost and Schedule**
  - Ensure the grant award, local match, and total project costs are consistent with the award letter amounts.
- **Grant Application Cover Sheet** - Must identify the specific source of cash and in-kind local match funds; and must identify the agency providing the local match.
  - If your agency is using staff time as a cash match, the application cover sheet must identify the source of local match funds for staff time (e.g., General Fund).
  - Direct grantee staff time is not an allowable in-kind match and must be identified as cash match.
- **Third Party In-Kind Valuation Plan, if applicable** - Third-party in-kind contributions consist of goods and services donated from outside the grantee's agency (e.g., printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). If utilizing third-party in-kind contributions to satisfy the local match requirement:
  - Ensure in-kind contribution information is identified on the Grant Application Cover Sheet and Project Cost and Schedule.
  - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.

- Submit a Third-Party In-kind Valuation Plan. The district can provide a copy of the valuation plan checklist and template.

- **Ensure Consistency** - All changes made to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 6, and the Restricted Grant Agreement boilerplate for a detailed overview of the Grant Administrative Requirements that must be adhered to over the life of the project. In summary:

- **Third Party Contracts** - Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects.
  - If there is a consultant on-board, ensure the process to procure the consultant was a competitive process (documentation must be provided to Caltrans); the grant work must have been part of the original RFP.
  - If using an on-call consultant list, the process for establishing the list must be competitive and less than five years old (documentation must be provided to Caltrans)
  - If the consultant helped to prepare the Project Scope of Work or grant application, they shall not be considered in the consultant procurement.

- **Quarterly Reporting** – Quarterly Progress Reports (a narrative of completed project activities) are submitted on a quarterly basis.

- **Invoicing and Financial Requirements** –
  - Maintain a proper accounting system (MS Excel is unacceptable).
  - Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
    - One-time, lump sum invoices are not allowed.
    - If requesting reimbursement of indirect costs, a copy of the ICAP/ICRP acceptance letter must be submitted with the first invoice.
    - Local match commitments must be satisfied with every RFR/invoice, including any local match amount above the minimum amount. If you are unable to meet this commitment, coordinate with your district Contract Manager.
    - All work must be completed by June 30, 2027.
    - Final RFR/invoice and the final product are due no later than August 29, 2027.
    - The final RFR/invoice <u>will not be processed</u> without the final product.
  - An Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) must be submitted each year to the Inspector General Independent Office of Audits and Investigations for approval. Instructions for submitting an ICAP/ICRP are available at the following webpage: https://ig.dot.ca.gov/resources

- **Grant Amendments** - Proposed changes to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule (e.g., local match amount, fund source, movement of funds) will require an Amendment and Caltrans approval. Please contact Caltrans for guidance on this process.

Sustainable Transportation Planning Grant Program
GRANT APPLICATION COVER SHEET

PART A. APPLICATION INFORMATION

FY 2024-25

Grant Category (select only one)			
Climate Adaptation (MPOs, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)			
	11.47% Local Match requirement (Not Applicable to Native American Tribal Governments)		
Sustainable Communities (MPOs with sub-applicant, RTPAs, Transit Agencies, Cities, Counties, Tribes, other Public Transportation Planning Entities)		**Strategic Partnerships** (MPOs and RTPAs only)	
✓	Sustainable Communities Competitive (11.47% Local Match requirement)		Strategic Partnerships (FHWA SPR Part I) (20% Local Match requirement)
	Sustainable Communities Competitive Technical (11.47% Local Match requirement)		Strategic Partnerships Transit (FTA 5304) (11.47% Local Match requirement)

Application Submittal Type (more than one may be selected)					
New		**Prior Phases**		**Re-Submittal**	
✓	New Application		Continuation of a prior project. If so, list the Grant FY and project title below.		Re-submittal from a prior grant cycle.
					How many times has an application been submitted for this project, including this one?

PART B. PROJECT INFORMATION

Project Title and Location			
Project Title	Transit-Oriented Communities / Multimodal Connectivity Specific Plan		
Project Location (City)	Montebello, City of	Project Location (County)	Los Angeles, County of

Funding Information

1. Is the applicant proposing to meet the minimum local match requirement or an over-match? Use the Match Calculator to determine the appropriate match. Match Calculator (posted online)

   ☒ Minimum Local Match ☐ Over-Match

2. What is the source of Local Match funds being used?
   (MPOs – Federal Toll Credits, PL, and FTA 5303 cannot be used to match Sustainable Communities Competitive or Adaptation Planning grants)

   ☒ Local Transportation Funds ☐ Local Sales Tax ☐ Special Bond Measures
   ☐ Other, specify:

Grant Funds Requested	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost
$ 442,650	$ 57,350	$ 0	$ 57,350	11.47%	$ 500,000

Project Description (3-5 Sentences Max.)	
Insert Application Narrative: 1. Project Description	Montebello's proposed Transit-Oriented Communities/Multimodal Connectivity Specific Plan (TOC/MC) Specific Plan project seeks to address connectivity challenges within its disadvantaged community to the proposed transit stations and stops, retail and commercial centers, schools, parks, and recreation center while improving safety for residents and active transportation users. The City currently does not have an existing TOC Specific Plan nor a multimodal connectivity plan, making it crucial to immediately address critical gaps in housing, transit accessibility, active transportation, transportation to schools, parks, transit, and employment centers while addressing regional connectivity into nearby communities of Commerce, Bell Gardens, and Pico Rivera, as well as frequented destinations such as City Hall, downtown Montebello, and the Commerce/Montebello Metrolink Regional Rail Station. Montebello's proposed TOC/MC Specific Plan aims to improve housing inventories and the active transportation network in the local low-income neighborhoods. The project will serve as a comprehensive planning document to 1) guide future land use development and transportation access for the disadvantaged community surrounding the Washington/Greenwood community (future home to the Metro Eastside Light Rail Station), 2) to ultimately establish priority needs and feasible project options for implementing active transportation mode-shift in an otherwise vehicle dominant community, and 3) allow for the City to implement equitable, complete first-last mile connections to neighborhoods, housing projects, transit, employment centers, schools, parks, and more. Key deliverables for the project include the Mobility Study, Stakeholder/Community Engagement Plan, Equity Study, Draft and Final Montebello TOC/MC Specific Plan, and updates to the general plan, zoning, land use designations, and housing elements.

Project Type

Choose the Project Type that best represents the focus of the proposed project. See Grant Application Guide for examples. Two max. may be selected.

- ☐ Active Transportation (Bicycle and Pedestrian)
- ☐ Climate Change (Infrastructure Adaptation, Vulnerability and Resiliency)
- ☐ Complete Streets (Multimodal specific type)
- ☐ Corridor (Local Streets or Highways)
- ☐ Freight/Goods Movement
- ☒ General Plan-Related (Circulation Element, Land Use Element, Specific Plan)
- ☒ Multimodal (Motorized and Active Transportation)
- ☐ Safety (Vision Zero, Safe Routes to Schools)
- ☐ Technical (Modeling, VMT Mitigation, ZEV Infrastructure, ZEB Transition, etc.)
- ☐ Transit (Bus, Light Rail, and Commuter Rail Service)
- ☐ Other, specify:

PART B. PROJECT INFORMATION (CONTINUED)

If applicable to the project, what tools were used to identify the underserved communities in the project area? Choose all that apply.

- ☐ Rural Communities of 50,000 or less and outside of urbanized areas
- ☐ Native American Tribal Governments
- ☒ Regionally/Locally Defined Underserved Communities
- ☒ At/Below 80% Assembly Bill 1550 (Gomez, Statutes of 2016)
- ☒ At/Above 75% California Department of Education, Free or Reduced Priced Meals Data
- ☒ At/Above 75% CalEnviroScreen Version 4.0
- ☒ At/Below 25% California Healthy Places Index

PART C. CONTACT INFORMATON*

	Primary Applicant	Sub-Applicant	Sub-Applicant
Organization (Legal name)	Montebello, City of		
Dept./Division	Community Development		
Street Address	1600 West Beverly Boulevard		
City	Montebello		
Zip Code	90640		
Phone Number	323-887-1478		
Executive Director Name	Raul Alvarez		
Title	City Manager		
Executive Director E-mail	ralvarez@montebelloca.gov		
Financial Manager Name	Michael Solorza		
Title	Director of Finance		
Financial Manager E-mail	msolorza@montebelloca.gov		
Contact Person Name	Joseph Palombi		
Title	Director of Planning and Community Development		
Contact Phone Number	323-887-1478		
Contact E-mail	jpalombi@montebelloca.gov		

*Use additional pages if necessary.

PART D. COMPLIANT HOUSING ELEMENT

City/County Primary/Sub-Applicants for Sustainable Communities Grants	Yes	No
Does the City/County have a compliant Housing Element? If No, explain the current status:	✓	
Has the City/County submitted Annual Progress Report to the California Department of Housing and Community Development for calendar years 2021 and 2022?	✓	

PART E. OTHER FUNDING PROGRAMS

Applicants may leverage other program funds for this planning grant, as long as the activities are eligible.

	Yes	No	N/A
Is the applicant applying for the Governor's Office of Planning and Research (OPR) Climate Adaptation Planning Grant Program? Applicants should not submit the same project application to both funding programs. However, applicants may propose to leverage funds from one funding program to another. For instance, an applicant with a large project may propose to fund one component with Caltrans funds, and another with OPR funds. Applicants may also propose two entirely different projects to each funding program. If yes, identify the differences between each proposal, and briefly summarize the leverage opportunity if awarded both Caltrans and OPR funding:		✓	
Is the applicant applying for any other funding programs to complete this project? If yes, list them here:		✓	

PART F. LEGISLATIVE INFORMATION

Use the following link to determine the appropriate legislative members in the Project area.

Search by address: http://findyourrep.legislature.ca.gov/

State Senator(s)		Assembly Member(s)	
District	Name	District	Name
30	Bob Archuleta	54	Miguel Santiago

PART G. LETTERS OF SUPPORT

List all letters of support received for the proposed project. Letters should be addressed to the applicant.

Name/Agency	Name/Agency
David Diaz, MPH, Active SGV (Nonprofit Bike Advocates)	Hilda L. Solis, Supervisor, 1st District
Hector De La Torre, Gateway Cities COG	
Miguel Santiago, Assembly Member, 54th District	
Mark Magna, Magna & Magna (Public Private Partners)	
Raul Alvarez, City Manager, City of Montebello	
Laurie Lombardi, LA Metro, Countywide Planning/Dev)	
Adriana Dugan, Montebello Chamber of Commerce	
Bob Archuleta, State Senator 30th District	

Sustainable Transportation Planning Grant Program
GRANT APPLICATION SIGNATURE PAGE

If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Applicant			
Authorized Official (Applicant)			
Print Full Name	Joseph Anthony Palombi		
Title	Director of Planning and Community Development		
Signature		Date	1/11/24
Sub-Applicant(s)*			
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	
Authorized Official (Sub-Applicant)			
Print Full Name			
Title			
Signature		Date	

*Use additional pages if necessary.

Application Checklist

The following documents are required and must be submitted via Smartsheet in one single PDF document, not to exceed 25 MB. The Signature Page may be submitted separately if there are issues combining with the single PDF document. Keep the file name brief, as files are corrupted when file names are too long. Refer to the Grant Application Guide for additional information and/or samples. Failure to include any of the required documents will result in a reduced application score.

PDF documents should be submitted in their fillable PDF formats. The original file formats will be required upon grant award.

Required Application Documents	
(✓)	**Ensure these items are completed prior to submitting to Caltrans via Smartsheet**
✔	Application Cover Sheet (complete in Smartsheet and submit with single PDF document)
✔	Signature Page (Electronic signatures accepted; may submit as a separate file if there are issues with combining with single PDF document)
✔	Application Narrative
✔	Scope of Work
✔	Cost and Schedule
✔	Third Party In-Kind Valuation Plan (if applicable, required upon award)
✔	Map of Project Area
Supplemental Documentation (not required)	
✔	Graphics of Project Area (when applicable)
✔	Letter(s) of support
✔	Data

- *Application Narrative*
- *Scope of Work*
- *Cost and Schedule*
- *Maps of Project Area*
- *Photos of Project Area*
- *Documentation and Reference Materials*
- *Support Letters*

Application Narrative

Sustainable Transportation Planning Grant Program
SUSTAINABLE COMMUNITIES - GRANT APPLICATION NARRATIVE

PART H. APPLICATION NARRATIVE

FY 2024-25

Project Information	
Organization (Legal name)	Montebello, City of
Project Title	Transit-Oriented Communities/Multimodal Connectivity Specific Plan
Project Area Boundaries	The Project Area is bounded by Jacmar Drive to the north, Rio Hondo River to the east, Frankel Avenue and Date Street to the south, and Vail Avenue to the west.
Project Timeframe (Start and End Dates)	November 2024 to June 2027. (32 months)

Do not alter application format and font size 10

Application Narrative

1. **Project Description (10 points) - 3-5 sentences maximum; Do not exceed the space provided.** Briefly summarize project in a clear and concise manner, including why the project is necessary, major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts.

Montebello's proposed Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan project seeks to address connectivity challenges within its disadvantaged community to the proposed transit stations and stops, retail and commercial centers, schools, parks and recreation centers while improving safety and housing for residents and active transportation users. The City currently does not have an existing TOC Specific Plan nor a multimodal connectivity plan, making it crucial to immediately address critical gaps in housing, transit accessibility, active transportation, transportation to schools, parks, transit, and employment centers, while addressing regional connectivity into the nearby communities of Commerce, Bell Gardens, and Pico Rivera. Montebello's proposed TOC/MC Specific Plan ultimately aims to improve both housing inventories and the active transportation network in the local heavily disadvantaged communities. The project will serve as a comprehensive planning document to: 1) guide future land use development and transportation access for the disadvantaged community surrounding the Washington/ Greenwood community (future home to the Metro Eastside Light Rail Station), 2) establish priority needs and feasible project options for implementing active transportation mode-shift in an otherwise vehicle dominant community, and 3) allow for the City to implement equitable, complete first-last mile connections to local housing projects, transit, employment centers, schools, parks, and more. This project will be led by the City and inputs from the Los Angeles County Metro with visions/goals that align with the Metro Eastside Transit Corridor Phase 2 Locally Preferred Alternative Plan, SCAG's RTP/SCS, and the State's CA Transportation Plan 2040.

2A. Project Justification (15 points) - Do not exceed the space provided

- Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies
- Describe the ramifications and impact of not funding this project
- Clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.)
- Competitive applications support the need for the project with empirical data
- Describe how this project addresses issues raised
- Define the public benefit
- Explain how the public was involved with identifying issues

The proposed TOC/MC Specific Plan area is located within the City's southern portion, generally bounded by Pico Rivera and Commerce. This southern portion is generally characterized as a densely populated, disadvantaged, low-income community with socio-economic challenges. The project will seek to address the City's multimodal and housing needs adjacent to and near the proposed Metro Eastside light rail station, along Washington Boulevard at Greenwood Avenue, with the creation of a transit-oriented community and multimodal connectivity Specific Plan within the southern disadvantaged neighborhoods of Montebello (See Attachment). The City has not updated its General Plan since 1973, and it is operating based on outdated land use and transportation data that is no longer relevant to the community's needs. Though the City is in the process of updating the citywide General Plan set for completion in 2024/25, many residents attended the more than 27 public meetings concerned of the surrounding conditions and land uses adjacent to the proposed Metro light rail station and are requesting for special and specific planning requirements that will incorporate transit-oriented community practices to including multimodal connectivity and public safety improvements, as well as mixed-use residential/commercial development needs. The local existing land uses contain several large parcels that are underutilized or vacant and can serve as opportunity sites for mixed-use development. Currently, zoning and land use designations limit the density ratio within the proposed Specific Plan to commercial and warehouse uses, and the City is currently unable to maximize the number of people who could live within a half-mile of the proposed Metro light rail station. Affordable housing is a significant priority to the City's residents, especially given the proposed planning area's disadvantaged community status and the planned construction of a light rail station. The CalEnviroScreen 4.0 Ozone Indicator Map (See Attachment) shows that the proposed Specific Plan is heavily affected by ozone pollution. Ozone concentrations in the proposed planning area average higher than 85% of all other census tracts in California. Ozone pollution causes negative health effects, including lung irritation and inflammation, and worsens existing health conditions. The California Healthy Places Index (HPI) explores the community conditions that impact life expectancy. The HPI combines eight health-related characteristics into a single-indexed HPI score compared to other California census tracts. The proposed Specific Plan has a combined HPI score below 25% of healthy community conditions compared to other California census tracts with the most significant deficiencies in healthcare access, clean environment, and housing needs (See Attachment). Using the California Department of Education's Free or Reduced-Price Meals (FRPM) Eligibility Program data identifying student poverty shows that more than 86% of enrolled students are eligible for free or reduced-price meals (See Attachment). Greenwood Elementary School is less than 1/4-mile from the proposed light rail station. In addition, the White House Justice 40 Initiative and AB1550 identify the proposed planning area as disadvantaged.

2A. Project Justification (continued)

and having residents living below 60% median income with an Area Median Income (AMI) classified as "very low" income. With the planning and construction of the light rail station, Montebello's proposed Specific Plan needs to create higher-density housing and provide a safe, active transportation system along the proposed light rail station, such as dedicated bike lanes, wider sidewalks, and pedestrian safety amenities. Collision data gathered from the Statewide Integrated Traffic Records System (SWITRS) for a five-year period shows a high occurrence rate of collisions involving motorist collisions. Although more than eight percent (134 collisions) of the 1,649 reported citywide traffic collisions occurred within the proposed planning area, the proposed planning area has a 19% (240 crashes/ square mile) higher incidence of collisions per square mile than the entire City (196 crashes/square mile). The attached collision map and charts show that these collisions are especially concentrated at the Washington Boulevard and Greenwood Avenue intersection, with most collisions (120 collisions or 89%) of all crashes occurring along the Washington Boulevard corridor. This information is consistent with Montebello's Local Roadway Safety Plan (LRSP) recently completed in 2023 (See Attachment). Stakeholders of the LRSP study included Montebello USD and Montebello Bicycle Coalition. The Sustainable Transportation Planning Grant Program is a crucial funding opportunity for Montebello to conduct cost-effective and community-involved housing and multimodal connectivity studies to obtain real-world and site-specific assessments of the effectiveness and functionality of potential measures to address the local communities' concerns about housing needs and the safety, accessibility, and viability of creating housing densities and multimodal options for the local communities near and adjacent to the proposed Eastside Transit light rail station. To effectively plan for a future transit-oriented community, the City must amend its zoning, density, and land use regulations to create opportunities that promote active transportation, multimodal uses, affordable housing development for low-income individuals and families, and multimodal connectivity to essential services. Transformation of the surrounding community would include plans for increased walking and biking as well as mixed-use developments near transit amenities. This TOC/MC Specific Plan aims to benefit disadvantaged residents and address issues resulting in a safer and affordable transit-oriented community. The proposed TOC/MC Specific Plan will address gaps in transit access, active transportation, and housing needs by establishing a comprehensive transit corridor study, equity study, and stakeholder/community engagement priorities. It will build upon previous studies, including work with project partners to perform targeted outreach and identify opportunities/ constraints related to connectivity across the community to schools, parks, transit, health, and employment centers. Should this project remain unfunded, the City must continue a limited approach to solving the safety, equity, and housing challenges plaguing the planning area, given the impending design and construction of Metro's Eastside Transit light rail project. The City will also remain less competitive when attempting to secure funding for housing and multimodal improvements, as there is no plan to demonstrate the holistic vision and opportunities for active transportation in the area as it will fail to connect key areas within and outside the planning area.
The City has identified the need to increase affordable housing and improve active transportation, all while connecting residents as best as possible to schools, parks, and transit. Without the proposed TOC/MC Specific Plan, however, it is unlikely the City and project partners will fully capitalize on the existing built environment transportation infrastructure, identify opportunities, and make significant shifts to a more walkable, bikeable, equitable, and well-connected multimodal transit-oriented community as well as increased housing that meets demand and provide a variety of housing options that support the future needs of a transit-oriented, mixed-use neighborhood.

2B. Underserved Communities Justification (5 points) - Do not exceed the space provided

- Explain how the project area or portions of the project area are defined as an underserved community, including Native American Tribal Governments and rural communities
- Explain how the proposed project addresses the needs of the underserved community
- Describe how underserved communities will benefit from the proposed planning project
- Cite data sources, the Grant Application Guide Appendix A tools used to define underserved communities, and include a comparison to the statewide thresholds that are established in each tool

The proposed TOC/MC Specific Plan area qualifies as an underserved community through several analytical metrics, including 1) SB 535, 2) CalEnviroScreen 4.0, 3) California Healthy Places Index (HPI), 4) Department of Education Free or Reduced-Price Meals (FRPM), 4) White House Justice 40 Initiatives, and 5) AB1550 Climate Priority Population Investments (See Map Attachments). The SB 535 map shows the census tracts in the state that are among the most underserved. The CalEnviroScreen 4.0 mapping tool analyses show that the environmental conditions affecting the proposed planning area average higher than 90% of all other census tracts in California. CA's FRPM Eligibility Program identifying student poverty shows more than 86% of enrolled students are eligible for free or reduced-price meals. The White House Justice 40 Initiative and AB1550 also identify the proposed Specific Plan area as disadvantaged and having residents living below 80% median income with an Area Median Income classified as "very low" income. This TOC/MC Specific Plan will address the needs of disadvantaged and low-income populations by engaging the transit station-area communities in its decision-making process: 1) to ensure the project will facilitate the production of affordable housing for all income levels, 2) to provide accessible, effective connectivity to public transit services, 3) to improve environmental and economic conditions, and 4) to further the public health, safety, welfare, and regional connectivity of the community.

2C. Underserved Communities Engagement (5 points) - Do not exceed the space provided

- See Grant Application Guide, Appendix A, for community engagement best practices
- Describe how the proposed effort would engage underserved communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving underserved communities
- Describe how underserved communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation.

The public engagement process will address the needs of disadvantaged and low-income residents, addressing varying needs and interests while providing a platform for active and multimodal users to share their ideas and concerns. The Community Engagement plan centers around the input and participation of underserved and vulnerable populations, including seniors, students, and disadvantaged neighborhoods. Strategies for public involvement will include the following: one open house event and three public workshops with community charrettes explaining the project, identifying community opportunities and challenges, discussing preliminary findings of the project studies and assessments, and developing visions and goals based on existing conditions and community input, with the ultimate vision reflecting community-oriented goals. As more than 79% are of Hispanic or Latin ethnicity, all communication notifying the residents and community to participate in workshops and other events will be available and conducted in English and Spanish. All community engagement efforts will aim to reach to all existing residents, community members, and users of all transportation modes across all demographic groups, and public comments will be documented into content that will help inform decision-making and results.

3. Grant Specific Objectives (Total 35 points)
Integrate the following Grant Program Considerations (Grant Application Guide, Chapter 1.2) in the responses for 3A-G below, as applicable:

- Caltrans Strategic Plan
- California Transportation Plan (CTP)
- Modal Plans that Support the CTP
- Title VI and Environmental Justice
- Climate Action Plan for Transportation Infrastructure
- California Adaptation Strategy
- Master Plan for Aging

3A. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region's RTP SCS (where applicable)
- Demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc.
- Explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns (Reference Grant Application Guide, Chapter 2.2, for example project types)

The proposed TOC/MC Specific Plan aligns with the California Transportation Plan and SCAG's RTP/SCS goals of reducing greenhouse gas emissions in facilitating multimodal connectivity, active transportation, and transit connections through the coordination of land use, active transportation, and pedestrian connectivity in one clearly defined plan. The proposed Specific Plan is supported by a diverse range of project partners in various sectors, such as the health, transportation, and economic communities, which will ensure that considerations required for private housing investments are incorporated and implemented into the project's vision. This plan will integrate effectively with the proposed General Plan updates and provide new planning initiatives to address missed connectivity to schools, parks, transit, and employment centers. The TOC/MC Specific Plan addresses regional connectivity into nearby cities of Commerce, Downey, and Pico Rivera while improving the local active transportation and safety network. The TOC/MC Specific Plan establishes feasible project options to implement active transportation mode-shift in an otherwise vehicle-dominant community and allows the City to implement complete first-last mile connections to community neighborhoods, housing projects, transit, employment centers, schools, and parks. Full implementation of this plan will result in significant improvements to mobility and connectivity, the establishment of a more sustainable and equitable community, community-wide access to critical areas, more affordable housing, reductions in greenhouse gas emissions, and improvements to air quality and public health. In addition, a comprehensive transit-oriented specific plan and zoning code updates provide opportunities for developing diverse housing types adjacent to the proposed light rail station and in nearby areas supported by new multimodal and active transportation options by facilitating low-income and mixed-use housing in high transit areas. Project partners will include community-based organizations and adjacent cities, Los Angeles County, Gateway Cities COG, and Metro to provide valuable engagement in project development implementation and serve as key community stakeholders.

3B. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal contributes to the State's GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)

The proposed TOC/MC Specific Plan aims to facilitate and encourage residents and visitors to shift their transportation habits towards non-motorized transportation modes needed to demonstrate progress towards the region's GHG emission reduction target and the CTP 2040's goal of increased walking and transit use. The 2020-2040 Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) by SCAG is geared towards investments in truly transformative projects that encourage the development of sustainable communities for all ages and abilities. Additionally, the TOC/MC Specific Plan aligns with SCAG's 2020-2045 RTP/SCS "Connect Socal" and California's Planning Priorities, as they seek to; 1) reduce GHG emissions, 2) concentrate pedestrian-oriented development near transit station, 3) create safer active transportation networks, and 4) coordinate future residential land uses. The creation of the TOC/MC Specific Plan and updates to the General Plan will promote the development of desperately needed affordable housing units, walk-able and bike-able urban environments, allow for an increase in land use intensity, mix of uses, wider sidewalks, enhanced bike networks, open space, and make walking and biking a more viable and attractive mode choice including first-last mile multimodal connections. The plan will facilitate land use and design, thereby increasing housing densities near designated transit corridors and increasing the efficiency of operational partners through increased ridership. Such strategies will reduce GHG emissions and improve air quality through VMT reductions through improved transit accessibility.

3C. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal supports other State goals, including but not limited to:
  - State Planning Priorities (Government Code Section 65041.1)
  - Climate Adaptation Goals (State Adaptation Strategy)
  - Goals and Best Practices cited in the 2017 RTP Guidelines, Appendices K and L

The proposed TOC/MC Specific Plan is consistent with the State Planning Priorities by improving existing infrastructure to promote better utilization of existing land use in the underserved community. The proposed TOC/MC Specific Plan achieves the goals of the SCAG 2020-2045 RTP/SCS "Connect SoCal," 2024-2050 RTP/SCS, State Planning Priorities, and Gateway Cities Council of Governments Climate Action Planning Framework, all of which aim to reduce GHG emissions, and concentrate development near the proposed light rail station, thereby creating a safer active transportation network. The proposed TOC/MC Specific Plan will support the State Planning Priorities by promoting equity, strengthening the economy, preserving natural resources, promoting public health and safety, and encouraging efficient land-use and development patterns through strategic and specific local planning efforts. The proposed TOC/MC Specific Plan also aligns with Climate Adaptation Goals by providing new bicycle and pedestrian infrastructure, which minimizes risks to public health and safety and maximizes equity for vulnerable populations. The proposed TOC/MC Specific Plan will support 2017 RTP Guideline goals related to Health and Equity (Appendix K) by promoting health equity and sustainability, promoting interagency collaboration, benefiting multiple partners, engaging stakeholders, and creating structural changes to the City's non-motorized infrastructures to encourage walking and biking. The proposed TOC/MC Specific Plan also supports Planning Practice Examples (Appendix L) by considering public health and health equity in the local and regional transportation planning process.

3D. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal encourages stakeholder involvement
- List the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies)
- Explain how stakeholders will be involved throughout the project

Stakeholders anticipated to participate in this project include residents, community-based organizations, local business owners, Active SGV, Montebello Bicycle Coalition, Montebello Unified School District, Montebello Police and Fire Departments, Gateway Cities Council of Governments, Montebello Bus Lines, Los Angeles County, and LA Metro representatives. LA Metro will provide critical insight on first-and-last mile connectivity for the future Eastside Transit light rail station and rail corridor. Montebello Bus Lines will provide recommendations to improve efficiencies on the local bus routes. Stakeholder involvement in the planning efforts will focus on participation and feedback from users who will most benefit from implementing the proposed TOC/MC Specific Plan, including vulnerable and under-served residents within the proposed project area. A select number of potential stakeholders will also be invited to join the project's TOC/MC Specific Plan Advisory Committee. Stakeholders will be able to play a role in the logistics of preparing and executing the pilot studies. For stakeholders participating in the Advisory Committee, their feedback will be sought in a series of scheduled advisory meetings where the consultant will provide updates about the project's different components, including emerging community needs and the efficacy of the proposed planning elements. Toward the end of the project, the advisory committee will be asked to review the draft report for the project and provide their comments before submission for City Council approval.

3E. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal involves active community engagement
- Describe the specific public outreach methods/events that will be employed throughout the project
- Explain how public input will inform the project
- Describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort

The TOC/MC Specific Plan process proposes to carry out a series of community events to gather community input on the different aspects of the project. Active community participation is critical to successfully developing the proposed TOC/MC Specific Plan, which will be integral to implementing the plan. The TOC/MC Specific Plan will assess existing conditions within the planning area that present community-wide challenges by seeking input from stakeholders, residents, and the public to fully understand existing and future connectivity, housing, and community needs, as well as recommend strategic programs and projects that will create a more livable, healthier, and vibrant transit-oriented community. Strategies for stakeholder participation will include one open house event and three public workshops to explain the project, identify community opportunities/challenges, discuss preliminary findings from studies prepared for the project, and create a vision for the planning area. The meetings and workshops will be conducted in English and Spanish. In addition, a community survey will be disseminated as a critical data collection tool to gather and assess public input, informing the stakeholders of the TOC/MC Specific Plan. A project website, social media updates, and a virtual, interactive Town Hall will be available to facilitate continued community engagement. Each engagement event will conclude with an additional survey distributed to attendees to evaluate the activity's or planning effort's efficacy.

3F. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Objectives (Grant Application Guide, Chapter 1.2): Sustainability, Preservation, Accessibility, Safety, Innovation, Economy, Health, and Social Equity, as applicable

The proposed TOC/MC Specific Plan will advance safe, reliable, and efficient mobility and connectivity for people, goods, and services while lowering GHG emissions, preserving the State and region's natural lands, and preserving the unique urban character and livability within the Specific Plan planning area. The enhancement and improvement of the local community's built environment and zoning code updates will promote energy conservation, improve the quality of life for its residents, and bridge current gaps in housing, mobility, and pedestrian facilities while providing connectivity to key locations, thereby inducing mode-shift. The City seeks to 1) promote sustainable active modes of transportation proven to reduce GHG emissions while preserving the character of the community, 2) provide enhancements to the existing streetscape environment that will promote multimodal connectivity to active and non-motorized transportation modes, 3) identify strategies to expand the accessibility of active and non-motorized transportation infrastructure connecting the community with local and regional destinations, analyze existing pedestrian, bicyclist, and traffic safety issues (using LRSP data) and implement appropriate countermeasures, 4) implement low-cost, quick-start traffic calming measures and active transportation improvements, 5) develop mixed-use developments that increases economic activities, and 6) encourage more residents to use active modes of transportation. All TOC/MC Specific Plan objectives will promote sustainable, transit-oriented, community-driven solutions that focus on and prioritize the needs of disadvantaged communities most affected by poverty, climate change, and air pollution.

3G. Grant Specific Objectives (5 points) - Do not exceed the space provided

- Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements
- Discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort

The TOC/MC Specific Plan, when completed, will provide recommendations for implementing multimodal transportation and housing policies to help prepare the local communities and its residents for the proposed Eastside Transit light rail system and station by addressing the systemic transportation inadequacies contributing to the environmental and socioeconomic disparity that are clearly visible in the project area. Careful collaboration among the City Planner, Community Development Director, and City Engineer will create planning policies to successfully implement the recommendations presented in the completed TOC/MC Specific Plan. Implementation of the proposed TOC/MC Specific Plan will ensure the development of an attainable, well-connected, safe, and community-driven active transportation and community development network. The formation of the resilient Specific Plan creates a more sustainable, equitable community with improvements to regional mobility and system connectivity by providing critical infrastructure updates in the form of improved pedestrian facilities, affordable housing development, and crucial zoning code improvements that focus on public safety, comfort, and convenience for current and potential users. The goal is to implement projects through public-private efforts, including partnerships, regional transportation funds, local tax revenues, and TOD developers. Specific funding opportunities identified for project implementation at this time include Proposition A, Proposition C, Measure M, and Measure R, as well as State's funded competitive grants such as ATP and HSIP as well as housing-related Federal HUD and State HCD grants.

4.	**Project Management (Total 30 points)** See Scope of Work and Cost and Schedule samples and checklists for requirements (Grant Application Guide, Appendix B), also available on the Caltrans grants website: https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants
4A.	**Scope of Work (15 points)**
4B.	**Cost and Schedule (15 points)**

Scope of Work

SCOPE OF WORK

Project Information	
Grant Category	**Sustainable Communities**
Grant Fiscal Year	**FY 2024-25**
Project Title	Transit-Oriented Communities/Multimodal Connectivity Specific Plan
Organization (Legal name)	**Montebello, City Of**

Disclaimer

Agency commits to the Scope of Work below. Any changes will need to be approved by Caltrans prior to initiating any Scope of Work change or amendment.

Introduction

Montebello's proposed Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan project seeks to address connectivity challenges within its disadvantaged community to the proposed transit stations and stops, retail and commercial centers, schools, parks and recreation centers while improving safety and housing for residents and active transportation users. The City currently does not have an existing TOC Specific Plan nor a multimodal connectivity plan, making it crucial to immediately address critical gaps in housing, transit accessibility, active transportation, transportation to schools, parks, transit, and employment centers, while addressing regional connectivity into the nearby communities of Commerce, Bell Gardens, and Pico Rivera. Montebello's proposed TOC/MC Specific Plan ultimately aims to improve both housing inventories and the active transportation network in the local heavily disadvantaged communities. The project will serve as a comprehensive planning document to: 1) guide future land use development and transportation access for the disadvantaged community surrounding the Washington/ Greenwood community (future home to the Metro Eastside Light Rail Station), 2) establish priority needs and feasible project options for implementing active transportation mode-shift in an otherwise vehicle dominant community, and 3) allow for the City to implement equitable, complete first-last mile connections to local housing projects, transit, employment centers, schools, parks, and more. This project will be led by the City and inputs from the Los Angeles County Metro with visions/goals that align with the Metro Eastside Transit Corridor Phase 2 Locally Preferred Alternative Plan, SCAG's RTP/SCS, and the State's CA Transportation Plan 2040.

Project Stakeholders

Stakeholders anticipated to participate in this project include residents, community-based organizations, local business owners, Active SGV, Montebello Bicycle Coalition, Montebello Unified School District, Montebello Police and Fire Departments, Gateway Cities Council of Governments, Montebello Bus Lines, Los Angeles County, and LA Metro representatives. LA Metro will provide critical insight on first-and-last mile connectivity for the future Eastside Transit light rail station and rail corridor. Montebello Bus Lines will provide recommendations to improve efficiencies on the local bus routes. Stakeholder involvement in the planning efforts will focus on participation and feedback from users who will most benefit from implementing the proposed TOC/MC Specific Plan, including vulnerable and under-served residents within the proposed project area. A select number of potential stakeholders will also be invited to join the project's TOC/MC Specific Plan Advisory Committee. Stakeholders will be able to play a role in the

logistics of preparing and executing the pilot studies. For stakeholders participating in the Advisory Committee, their feedback will be sought in a series of scheduled advisory meetings where the consultant will provide updates about the project's different components, including emerging community needs and the efficacy of the proposed planning elements. Toward the end of the project, the advisory committee will be asked to review the draft report for the project and provide their comments before submission for City Council approval.

In addition to providing updates about the project's different components to stakeholders, the consultant will be involved in defining expected work task milestones, establishing procedures for coordination between the consultant and city staff including developing a regular meeting schedule, reviewing applicable planning and policy documents to formulate mixed-use zoning code updates, preparing an equity study and needs analysis, developing a stakeholder engagement plan, as well as completing miscellaneous other tasks needed to finalize, adopt, and implement the TOC/MC Specific Plan.

Overall Project Objectives

The TOC/MC Specific Plan, when completed, will provide recommendations for implementing multimodal transportation and housing policies to help prepare the local communities and its residents for the proposed Eastside Transit light rail system and station by addressing the systemic transportation inadequacies contributing to the environmental and socioeconomic disparity that are clearly visible in the project area. Careful collaboration among the City Planner, Community Development Director, and City Engineer will create planning policies to successfully implement the recommendations presented in the completed TOC/MC Specific Plan. Implementation of the proposed TOC/MC Specific Plan will ensure the development of an attainable, well-connected, safe, and community-driven active transportation and community development network. The formation of the resilient Specific Plan creates a more sustainable, equitable community with improvements to regional mobility and system connectivity by providing critical infrastructure updates in the form of improved pedestrian facilities, affordable housing development, and crucial zoning code improvements that focus on public safety, comfort, and convenience for current and potential users. The goal is to implement projects through public-private efforts, including partnerships, regional transportation funds, local tax revenues, and TOD developers. Specific funding opportunities identified for project implementation at this time include Proposition A, Proposition C, Measure M, and Measure R, as well as State's funded competitive grants such as ATP and HSIP as well as housing-related Federal HUD and State HCD grants.

Summary of Project Tasks

Following the procurement of a consultant to assist with carrying out the grant's goals and objectives and separate from the overall project administration task carried out by the City of Montebello, the main project tasks include conducting research and analysis (Task 1), carrying out a public engagement process (Task 2), developing a policy framework for proposed connectivity projects (Task 3), preparing the draft and final TOC/MC Specific plan (Task 4), and delivering the final documents to the Montebello City Council for review and approval (Task 5).

Task 01: Project Administration

This Administrative Task shall only be charged against by the Grantee for the Administration of this grant project. Costs for this task will not exceed 5% of the grant award amount.

The City of Montebello will manage and administer the grant project according to the Grant Application Guidelines, Regional Planning Handbook, and the contract executed between Caltrans and the City of Montebello.

Kick-off meeting with Caltrans (City/Caltrans)

A kick-off meeting between Caltrans and City staff will set the schedule, terms, policies, reimbursements, expectations, and requirements and serve as an opportunity to provide suggestions and feedback in enhancing the scope of work to be included in the final request for proposal for acquiring consultant services. Meeting minutes will be documented and made available to Caltrans and City staff.

Quarterly Invoices and Progress Reports to Caltrans (City)

The City will prepare seven (7) quarterly reports to be submitted to Caltrans until the project is completed. The City shall prepare and submit seven (7) quarterly invoices and progress reports to Caltrans to review and approve reimbursement payments.

Task Deliverables
Meeting notes
Quarterly Invoices (7) and Progress Reports (7)

Task 02: Consultant Procurement

The City will procure a consultant, consistent with state and federal requirements, the Local Assistance Procedures Manual for procuring non-Architectural and Engineering consultants, the Grant Application Guide, the Regional Planning Handbook, and the executed grant contract between Caltrans and the Grantee. The City shall prepare a formal Request for Proposal (RFP), an open and competitive solicitation process. The RFP will be available on the City's website, PlanetBids, and other advertising channels.

The City shall review the proposals, and the most qualified consultants shall be invited for an interview to discuss their proposals. The interview panel will consist of staff from Caltrans and the City. Once a consultant is selected, the scope of work will be refined to clarify work efforts to ensure that the project objectives are to be achieved and shall be within the established project budget. Upon finalizing the scope, a Professional Services Agreement (PSA) shall be prepared, negotiated, and agreed to by the consultant and the City per the City's purchasing and contract services procedures and policies.

Following the execution of the PSA, the consultant shall prepare a Project Management Plan (PMP) for the project that will include details on the expected work task milestones, team coordination, lead communications, and quality assurance/quality control procedures between the consultant and City staff. The PMP will include the project schedule and all deadlines for deliverables, with responsibilities and submission procedures clearly outlined. In addition, the consultant will work with the City to develop a regular meeting schedule for the project to facilitate collaboration and coordination between City staff and the consultant team.

Project Team Meetings (City/Consultant)

The task will include approximately seventeen (17) regularly scheduled project meetings between City staff and the consultant team, as established in the PMP. The meeting agenda and notes will be documented and made available to Caltrans, City staff, and the consultant team.

- **Responsible Party: City of Montebello, Consultant**

Task Deliverables
Request for Proposal (RFP) Packets for Advertisement and Final Professional Services Agreement (PSA) Scope of Work
Copy of the Request for Proposal/Qualifications
Copy of the contract between consultant and City of Montebello, copies of all amendments to the consultant contract, meeting notes from project kick-off meetings with consultant
Project Management Plan
Project Schedule

Task 1: Research and Analysis

State, Regional, and Local Agency Plan/Policy Review (Consultant)

The consultant will be held responsible for reviewing state, regional, and local agency planning and policy documents that pertain to the project, including but not limited to California's Streets and Highways Code; Caltrans Strategic Plan, California Transportation Plan 2040, California Bicycle and Pedestrian Plan (and other modal connectivity plans); SCAG's Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Active Transportation Plan; LA Metro's Active Transportation Strategic Plan and First/Last Mile Plans; and other documents regarding Complete Streets, Smart Mobility, Affordable Housing, and Sustainable Communities Planning Efforts.

Additionally, Task 1 Research & Analysis includes a review of the following existing city plans and documents that will be updated and integrated into a single Montebello Transit Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan: 2020 Transportation & Circulation Element, ADA plans, Local Roads Safety and Local Hazard Mitigation Plans, and other relevant area plans. The TOC/MC Specific Plan will also review mixed-use codes and policies adopted by other cities that have successfully developed TOD or mixed-use infill housing projects, alongside shared parking policies and programs from other cities. This data will be used to create the revised mixed-use zoning code updates to be implemented through the Specific Plan process. This review will ensure that the TOC/MC Specific Plan consistently supports existing State, regional, and local plans, policies, and programs.

Analysis of Existing Conditions Study (Consultant)

The consultant will review the General Plan's applicable elements (land use, circulation, safety, etc.) and the existing zoning code and map for General Plan inconsistencies and impediments to TOD development, multimodal connectivity, and zoning code revisions. The consultant will review the current and existing conditions of parcels within the project area to assess the existing commercial, retail, and potential housing opportunity sites. The analysis of existing conditions in the project area will consider the following factors: current density and multi-unit availability, existing site layout, business design, area design, affordable housing, commercial stabilization, business retention and expansion, transit prioritization, accessibility, and transit demand management.

Project Area-wide Origins-Destinations (Mobility), Intermodal Connectivity, and First/Last Mile Needs Analysis and Mapping (Consultant)

The consultant will identify key origins and destinations within the project area, including essential points of connectivity (i.e., schools, parks, employment, transit, commercial/retail, and civic centers), and prepare a map of land use settlement patterns, which may include items such as locations of residential neighborhoods, schools, hospitals, senior centers, major employers, shopping plazas, and more. As such, the consultant will gather a list of "opportunity areas" prime for economic revitalization and development for transit-oriented purposes. The TOC/MC Specific Plan will consider the future construction of the Metro light rail train station along Washington Boulevard at Greenwood Avenue with mixed-use housing and mobility as a priority to the planned development of the local community.

The consultant will identify parcels along Washington Boulevard and Greenwood Avenue that are within the specific plan boundaries and ideal for transit-oriented development and multimodal design opportunities. Each identified property and parcel will be within easy walking distance from the future Metro Eastside light rail station, and Montebello Bus Line bus stops along Washington Boulevard and Greenwood Avenue, which would close the first/last mile gap in the project area.

The consultant will prepare a map and description of existing transportation stops and stations for intermodal connectivity. The plan will focus on corridors connecting schools, parks, transit, employment, and civic centers. The consultant will assess the project area's existing site layout, parking placement, and building design to identify parking availability, close-by shopping, and walkability. Additionally, the consultant will take into consideration the City's Bicycle Master Plan in its assessment of the project's mobility options. The consultant will utilize these factors listed to integrate first/last mile principles to ensure improved travel times and speeds, reducing barriers to ridership.

Existing Infrastructure/Facilities Inventory and Mapping (Consultant)

The TOD/MC Specific Plan community is considered disadvantaged, and much of the community needs affordable housing, pedestrian infrastructure, bicycle infrastructure, and parking facilities throughout the project area. The consultant will identify opportunity sites for affordable housing development, prioritizing vacant lots and parcels that allow access to enhanced active transportation within the community. Parcel identification will allow for better compact design development to maximize the density and multi-unit availability within the project area. Pedestrian and bicycle infrastructure including Class I, II, III, and IV bikeways, sidewalks, paths, bicycle storage racks and lockers, crosswalks, ADA ramps, safe routes to schools, will be amenities that will be added throughout the proposed TOC/MC Specific Plan as so to serve integral first/last mile components to Metro's proposed Eastside light rail station and Montebello Bus Lines Line Nos. 20, 50, 70, and 343 bus stops.

The analysis of existing infrastructure and facilities in the project area will consider the following factors: public transit stations, parking lots, affordable housing availability, business design, parking management, transit demand management, and pedestrian/bicycle circulation. The study and inventory will draw on the Existing Conditions study, also performed as part of Task 1. The consultant will work with the City to develop a comprehensive list of existing infrastructure and facilities inventory that will be mapped to show areas of under-development and infrastructure needs in the project area.

Equity Study (Consultant)

The consultant will prepare an equity study that will focus on identifying the needs and input of certain groups in the community that have been systematically excluded in sectors of health, mobility, income, and other inequities as a result of disproportionate burdens from policies and

practices that have limited opportunities based on race, age, gender, sexual orientation, immigration status, disability status, or religion. To ensure that the TOC/MC Specific Plan meets the community's needs, the consultant will provide a plan to involve residents, businesses, and other stakeholders, focusing on the voices of disadvantaged, low-income community members. Coupled with the above, the consultant will work with the City to develop transparent practices toward developing transit-oriented development districts, overlays, density levels, and upcoming meetings to create a long-term feedback loop.

Accidents and Safety Analysis and Mapping (Consultant)

The consultant will obtain and map the location of bicycle and pedestrian collision reports from the Statewide Integrated Traffic Records System (SWITRS). It will identify existing bike and pedestrian safety/education programs within or adjacent to the project area. Additionally, the City seeks to maximize the area's development to take advantage of traffic flow and enhance first/last mile programs to improve and excel at transit demand management. With these routes and data in mind, the consultant will create a prioritized list around the project, utilizing ways to maximize mobility and safety.

Needs Analysis (Consultant)

The consultant will gather information and data from the tasks listed above to further evaluate the City's active transportation needs. From this information, the consultant will identify key infrastructure needs and active transportation facilities that will be analyzed and addressed in the TOC/MC Specific Plan.

- **Responsible Party: City of Montebello, Consultant**

Task Deliverables
Policy Evaluation Summary Analysis
Analysis of Existing Conditions
Facilities/Infrastructure Inventory List and Related Maps
Project Area-wide Origins, Destinations, and Connectivity Analysis and Related Maps
Intermodal Maps
Equity Study
Accident/Safety Data and Related Maps
Initial Needs Analysis and Memo

Task 2: Public Engagement

Develop Stakeholder Engagement Plan (City/Consultant)

The consultant, with City staff, will develop a stakeholder engagement plan for the project. The purpose of the plan is two-fold: 1) create an equitable, inclusive, and community-participatory approach to outreach with an emphasis on disadvantaged, vulnerable, and underserved

communities in the project area; and 2) create a transit-oriented development plan and zoning code modifications that are reflective of expected outcomes derived from the community input process.

At a minimum, the plan will include the following: objectives and goals for the public input and review process for the project; contact list of community-based organizations and local public/private schools; summary of engagement methods; and evaluation of events and locations to conduct the community outreach. Outreach and engagement may build off existing community events and programming the City employs annually. The project's engagement stakeholders will be comprised of residents, employment centers, business owners, nonprofit organizations, faith-based groups, City departments, law enforcement officers, and transit agencies.

Project Website, Social Media Interactive Town Hall, and Marketing/Publicity (City/Consultant)

The consultant will create a project information webpage on the City's website, describing the project, displaying upcoming events and meetings, and providing the community with regular project-related status updates. In addition, the consultant will work with the City's public affairs team to create social media content to engage the community throughout the project and invite followers to an interactive town hall event. The content and marketing materials will all be informed by input provided by City staff and stakeholders. To reach a broad audience, announcements, flyers, posters, and digital marketing materials will be created and coordinated in advance of all engagement events (virtual or in person). Promotional materials will be translated into the predominant languages spoken in the community, which include Spanish and English.

Community Survey (Consultant)

The community survey will be a key tool to understand the active transportation and housing needs of bicyclists, pedestrians, public transit users, and non-transit users in the project area. The active transportation segment of the survey will inquire about needs, specifically regarding areas of connectivity most important to users and barriers for those who do not utilize such modes of transportation. The affordable housing segment of the survey will inquire about needs specific to perceived housing security, affordability, and availability. The survey will also provide critical insights into the common origins and destination points of current bicyclists, pedestrians, transit users, and non-transit users. It will also allow them to convey their desires, needs, and concerns regarding the active transportation network. The survey will be conducted in several ways: online and at pop-up events, advisory group meetings, and open house meetings. Information about the survey's availability will also be announced at City Council, Planning Commission, and Traffic and Safety Commission meetings, on the public broadcast station, and in the local newspaper.

Conduct Community Outreach Meetings, Open House, and Workshops (Varied In-person/Online) (Consultant)

This task aims to implement the outreach strategy developed in previous tasks. With support from City staff, the consultant will alert community groups, schools, faith-based institutions, property owners, residents, adjacent jurisdictions, and other stakeholders about the project utilizing the marketing methods described above. The consultant will work with community-based organizations and local public/private schools to encourage participation and coordinate with other City Departments (i.e., Public Works and Parks & Recreation Departments) that interact regularly within the local community.

The consultant will conduct at least **two open house events and three public workshops** to describe the project, recognize community opportunities and challenges, identify preliminary analyses and findings, create a shared vision for the project area, and share strategies to realize the vision as a community effort. The meetings/workshops will be conducted in English and Spanish (on an as-needed basis and in consultation with City staff). The three workshops will have varied engagement methods that emphasize going out into the community to gather intentional feedback at locations, times of day, and convenient venues for community members. Virtual meetings may be preferred depending on existing public health and safety conditions within the community and region.

- **Responsible Party: City of Montebello, Consultant**

Task Deliverables
Stakeholder Outreach and Engagement Plan
Postcards, Project Website, social media content, meeting notices, presentations, and notes
Project Website, Social Media/Interactive Town Hall Site/Surveys
Facilitate Mandatory Community Engagement / Outreach Meetings and Activities

Task 3: Policy Framework and Proposed Connectivity Projects

Goals, Objectives, Policies, and Performance Measures (Consultant)

The consultant will work with City staff to develop goals, objectives, policies, and performance metrics for the TOC/MC Specific Plan. This task will create the foundation of the TOC/MC Specific Plan by establishing its context within which proposed projects will be prioritized for implementation based on connectivity and community context, and performance towards plan goals will be monitored. Performance measures will be quantifiable standards. Task 3 will incorporate community input from Task 2 to ensure that community values and needs are represented and reflected in the TOC/MC Specific Plan.

Best practices – Design Elements Toolbox (Consultant)

The consultant will develop a menu of best practices for Complete Streets and other design elements that may be utilized in future roadway projects, drawing from the Caltrans Complete Streets Toolbox and Smart Mobility Framework.

Proposed Affordable Housing Program of Projects (City/Consultant)

The consultant will design and map the proposed affordable housing development and connectivity network, including identified parcels that are excellent examples of developable sites, including developing a complete and detailed list of future projects (Program of Projects) that will be prioritized for implementation. Each project will include a brief project description, including project-specific information as it relates to connectivity, as well as potential constraints, such as built environment conditions (walkability score, distance to public transportation stops, sidewalk availability), itemized preliminary cost estimate, and the City Council District in which the project is located. A schematic design overlaid on recent aerial photography will also be included. The consultant will use information from previous tasks and coordinate with the

Recreation and Community Services, Community Development, and Public Works departments to determine appropriate locations and the extent of the network and facilities.

Proposed Bicycle Program of Projects (City/Consultant)

The consultant will design and map the proposed bicycle connectivity network, including support facilities, and develop a complete and detailed list of future projects (Program of Projects) that will be prioritized for implementation. Each project will include a brief project description, including project-specific information as it relates to connectivity, as well as potential constraints, such as right-of-way acquisition or roadway conditions (freeway underpasses with easement/right-of-way challenges), itemized preliminary cost estimate, and the City Council District in which the project is located. A schematic design overlaid on recent aerial photography will also be included. The consultant will use information from previous tasks and coordinate with the Recreation and Community Services, Community Development, and Public Works departments to determine appropriate locations and the extent of the network and facilities.

Proposed Pedestrian Program of Projects (City/Consultant)

The consultant will design and map the proposed pedestrian connectivity network, including support facilities in the project area, including developing a complete list of future projects (Program of Projects) that will be prioritized for implementation. Each project listed will include a brief project description, including project-specific information and potential constraints, such as right-of-way acquisition, itemized preliminary cost estimate, and the City Council District in which the project is located. A schematic design overlaid on recent aerial photography will also be included. The program will utilize information from previous tasks and coordination with the Recreation and Community Services, Community Development, and Public Works departments to determine appropriate locations and the extent of the network and facilities. Multimodal connections will be a non-negotiable incorporation in the network.

Proposed ADA Program of Projects (City/Consultant)

Utilizing the inventory of corners where ADA ramps are missing or noncompliant, the consultant will create a priority list based on metrics determined by City staff. The proposed ADA program of projects includes creating a comprehensive list of future projects (Program of Projects) that will serve as a priority list for implementation. The consultant will also develop and map a program of projects to bring these facilities up to current ADA standards.

Safe Routes to Schools Program of Projects (City/Consultant)

The consultant will identify and map potential improvements to City infrastructure to support Safe Routes to School connections throughout the City using the project corridors, as previously described, including the development of a complete list of future projects (Program of Projects) that will be prioritized for implementation. Each project listed will include a brief project description, including project-specific information and potential constraints, such as right-of-way acquisition, itemized preliminary cost estimate, and the City Council District in which the project is located. A schematic design overlaid on recent aerial photography will also be included.

- **Responsible Party: City of Montebello, Consultant**

Task Deliverables
Goals, Objectives, Policies, and Performance Measures

Design Elements Toolbox and Best Practices
Proposed Affordable Housing Program of Projects, maps, schematics, and recommendations
Proposed Bicycle Program of Projects, maps, schematics, and recommendations
Proposed Pedestrian Program of Projects, maps, schematics, and recommendations
Proposed ADA Program of Projects, maps, schematics, and recommendations
Safe Routes to School Program of Projects, maps, schematics, and recommendations

Task 4: Prepare Planning Documents (Draft and Final Plan)

Project Prioritization (City/Consultant)

The consultant will create criteria to rank the priority of each program of projects developed as part of Task 3. Projects will be ranked by priority and importance to help the City develop an implementation plan that swiftly addresses public safety issues while enhancing connectivity, comfort, and effectiveness of bicycle, pedestrian, transit networks, affordable housing availability, ADA, and Safe Routes to Schools networks over time. With City input, the consultant will develop a short-term attainable program of projects to be completed over two fiscal years/budget cycles. The consultant will also create a longer-term program of projects, which ensures coverage of multiple funding cycles and may need or permit formal design, right-of-way acquisition, or other "larger" types of effort or resource dedication. These longer-term recommendations may enhance competitiveness due to a more "complete" and "ready" project.

Funding Sources and Strategies (Consultant)

The consultant will describe past expenditures for pedestrian facilities, bicycle facilities, and transit-oriented developments and identify the costs associated with implementing the TOC/MC Specific Plan, in addition to any alternative or future financial needs for maintenance and operation. The consultant will extract and discuss future funding sources and strategies for obtaining funding. These include measures to connect to other regional transit-oriented communities and transit opportunities to induce sustainable regional mode shifts. The consultant will discuss all regional funding program opportunities and regional partnerships that are consistent with the project and review the Program of Projects developed to create a recommended list of projects most likely to score well for competitive grant programs.

Administrative Draft TOC/MC Specific Plan (City/Consultant)

The consultant and the City Staff will collaborate to incorporate study surveys, maps, implementation, policy framework, and financing plans and coordinate with other local plans and programs to develop the Administrative Draft TOC/MC Specific Plan. The City will coordinate with other City departments for input. The consultant will work with the Recreation and Community Services, Planning and Community Development, and Public Works departments to determine land use planning and zoning consistency.

Release Draft Transit-Oriented Communities Specific Plan and Zoning Code Updates (City/Consultant)

City staff will work with the consultant to release the draft TOC/MC Specific Plan to the public and allow them to make public comments. The consultant will be responsible for holding public

meetings where they will present the Draft Plan and solicit feedback. A similar process will be coordinated to modify and adopt zoning code revisions, including a City Council staff report and City Council resolution. Along with in-person feedback from the community meetings, feedback will be requested and welcomed on the project website.

Finalize Transit-Oriented Communities/Multimodal Specific Plan Adoption (City/Consultant)

The consultant will prepare the final TOC/MC Specific Plan based on feedback and comments from the public and will also produce the final TOC/MC Specific Plan.

- **Responsible Party: City of Montebello, Consultant**

Task Deliverables
List of prioritized projects based on feasibility, likely funding availability, and community feedback
The proposed list of funding sources, including a framework for Phases and Partnerships
Environmental Impact Memorandum
Draft TOC/MC Specific Plan
Public Meeting Agenda, Presentation, Meeting Minutes, and Notes
Final TOC/MC Specific Plan (Final document to be an ADA-accessible document)

Task 5: City Council Review/ Approval/ Implementation

City Council Public Meeting (Consultant/City)

To provide City Council and the general public the opportunity to provide public input into the draft plans, the City will hold one City Council meeting, including an agenda, staff presentation, and a public invitation to comment on the plan. Upon completion of the public meeting, staff will post public meeting minutes and comments on the City's website for public review.

Council Review and Approval (City)

City staff will prepare the City Council staff report to include the Council agenda, presentation materials, and meeting minutes from the public meeting for City Council consideration.

Delivery of Final Plan to Caltrans and Closeout Audit if necessary (City)

Upon approval, the City will provide Caltrans with 1) the final TOC/MC Specific Plan, 2) the final quarterly report, 3) a request for final reimbursement, and 4) coordinate with Caltrans to complete the closeout audit, if necessary.

- **Responsible Party: City of Montebello, Consultant**

Task Deliverables
City Council Agenda, presentation materials, and post-public meeting minutes

City Council Agenda, presentation materials, minutes of the public meeting, Council comments, and approval of the plan
The City will deliver the final TOC/MC Specific Plan to Caltrans, including the final quarterly report, request for final reimbursement payment, and arrange for project closeout audit, if necessary.

Cost and Schedule

Cost and Schedule Checklist

The Cost and Schedule is the official budget and timeline for the project. Tasks 1-6 outlined in the Cost and Schedule are for illustrative purposes only. **The Cost and Schedule must be consistent with the Grant Application Cover Sheet. Applications with missing components will be at a competitive disadvantage.**

Cost and Schedule Checklist	
(✓)	Ensure these items are completed prior to submitting to Caltrans
✓	Use the Fiscal Year 2024-25 template provided (do not alter the template)
✓	List all tasks with the same title as stated in the Scope of Work
✓	Include task numbers in proper sequencing, consistent with the Scope of Work
✓	Exclude sub-task numbers and sub-headings
✓	Exclude tasks for project management and/or staff/consultant coordination; these activities should be spread among relevant tasks
✓	Task 01 is a required task. It must be titled "Project Administration", it cannot exceed 5% of the grant amount requested, and only the grantee and recipient(s) can charge against this Task. This Task must only include the following activities and deliverables: • Project kick-off meeting between the grantee and Caltrans at the start of the grant • Invoicing and quarterly reporting to Caltrans • DBE Reporting (federal grants only)
✓	Include Task 02 for procurement of consultants, if consultants are needed. This task is for the grantee and sub-recipient(s) only.
✓	Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
✓	Ensure the correct minimum local match amount, calculated as a percentage of the total project cost (grant plus local match), is provided
✓	Use the Local Match Calculator to ensure the total Local Match amount meets the minimum required Local Match for the specified Grant Category
✓	Include a grant amount for each Task (excluding Tasks 01 and 02)
✓	Identify if a Tapered Local Match approach will be used, which allows grantees to vary the required local match ratio over the life of the grant contract. Grantee agrees to satisfy the total local match amount by the contract expiration date.
✓	Identify the estimated indirect cost rate if indirect costs will be reimbursed. If FY 2023-24 indirect cost rates are not available, the rate will be an estimate based on the currently approved rate.
✓	Include a best estimate of the amount of time needed to complete each task
✓	State a realistic total cost for each task based on the work that will be completed
✓	Use only whole dollars in the financial information fields. No rounding up or down and no cents.
✓	Start the timeframe at the beginning of the grant period (November 2024)
✓	Extend the timeframe to the end of the grant period (June 2027)

California Department of Transportation

Sustainable Transportation Planning Grant Program

COST AND SCHEDULE

Grant Category	Sustainable Communities - Competitive
Grant Fiscal Year	FY 2024-25
Project Title	Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan
Organization (Legal name)	Montebello, City of
Disclaimers	Agency commits to the Cost and Schedule below. Any changes will need to be approved by Caltrans prior to initiating any Cost and Schedule change or amendment. Use only whole dollars in the financial information fields. No rounding up or down and no cents. Use the Local Match Calculator to ensure that grant and local match amounts are correct: Local Match Calculator (posted on-line)
Reimbursements/ Invoicing	Does your agency plan to request reimburesement for indirect costs? ☐ Yes ☑ No If yes, what is the estimated indirect cost rate? _____ Does your agency plan to use the Tapered Match approach for invoicing purposes? ☐ Yes ☑ No

Task #	Task Title	Grant Amount*	Estimated Local Cash Match*	Estimated Local In-Kind Match*	Estimated Total Project Cost*
01	Project Administration (no more than 5% of total grant funds)	$0	$0	$0	$0
02	Consultant Procurement	$0	$0	$0	$0
1	Research and Analysis	$147,460	$19,115	$0	$166,575
2	Public Engagement	$95,417	$12,353	$0	$107,770
3	Policy Framework and Proposed Connectivity Projects	$141,648	$18,352	$0	$160,000
4	Prepare Planning Documents (Draft and Final Plan)	$50,157	$6,498	$0	$56,655
5	City Council Review/ Approval/ Implementation	$7,968	$1,032	$0	$9,000
	Totals	$442,650	$57,350	$0	$500,000

FY 2024/25												FY 2025/26												FY 2026/27											
J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J

November 2024 - June 2027

California Department of Transportation
Transportation Planning Grants

Local Match Calculator For Grant Application Process

Sustainable Communities, Climate Adaptation Planning, and Strategic Partnerships Grants

1. Local Match Determined By Total Grant Amount

Grant Program	Grant Amount	Local Match Amount	Total Project Cost
Sustainable Communities (S), Climate Adaptation Planning (S), & Strategic Partnerships - Transit (F) 11.47% - Local Match	$442,650	$57,350	**$500,000**
	$0	$0	**$0**
	$0	$0	**$0**
Strategic Partnerships (F) 20% - Local Match	$0	$0	**$0**
	$0	$0	**$0**
	$0	$0	**$0**
"Above-Minimum" Local Match Percentage	$0	$0	**$0**
25.00%	$0	$0	**$0**
Running Total	**$442,650**	**$57,350**	**$500,000**

2. Local Match Determined By Total Project Cost

Grant Program	Total Project Cost	Grant Amount	Local Match Amount
Sustainable Communities (S), Climate Adaptation Planning (S), & Strategic Partnerships - Transit (F) 11.47% - Local Match	$500,000	$442,650	**$57,350**
	$0	$0	**$0**
	$0	$0	**$0**
Strategic Partnerships (F) 20% - Local Match	**$0**	$0	$0
	$0	$0	$0
	$0	$0	$0
"Above-Minimum" Local Match Percentage	$0	$0	**$0**
25.00%	$0	$0	**$0**
Running Total	**$500,000**	**$442,650**	**$57,350**

3. Local Match Percentage Determined By Grant Amount & Local Match Amount

Grant Amount	$442,650
Local Match	$57,350
Total Project Cost	$500,000
Local Match Percentage	11.47%

(S) - State Funds

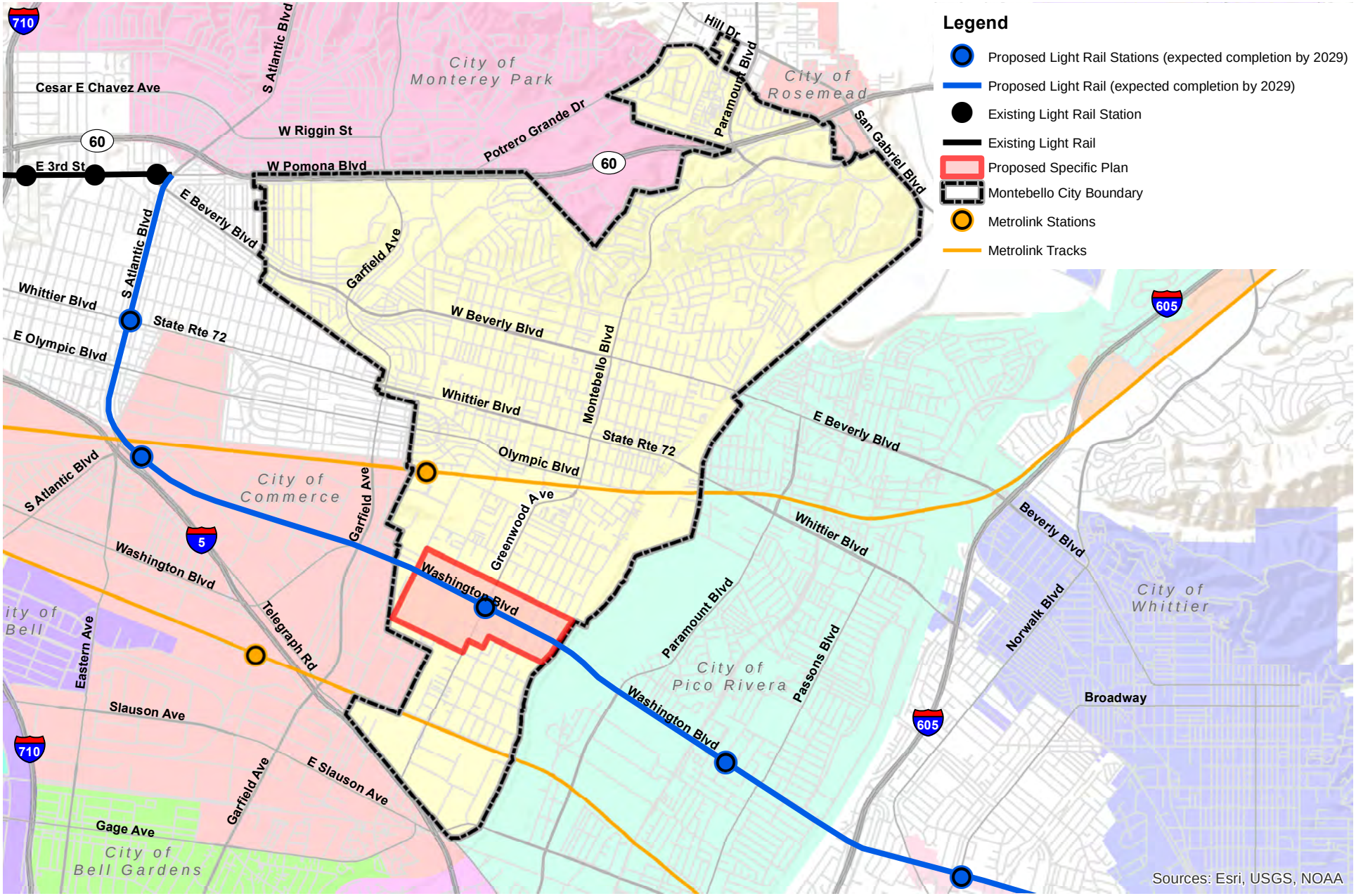
(F) - Federal Funds

1. If the grant amount is known, the local match requirement can be determined using this calculation.
2. If the total project cost and known, the grant amount and local match amount can be determined using this calculation.
3. If the grant amount and local match amount are known, the local match percentage can be determined using this calculation.

Maps of Project Area

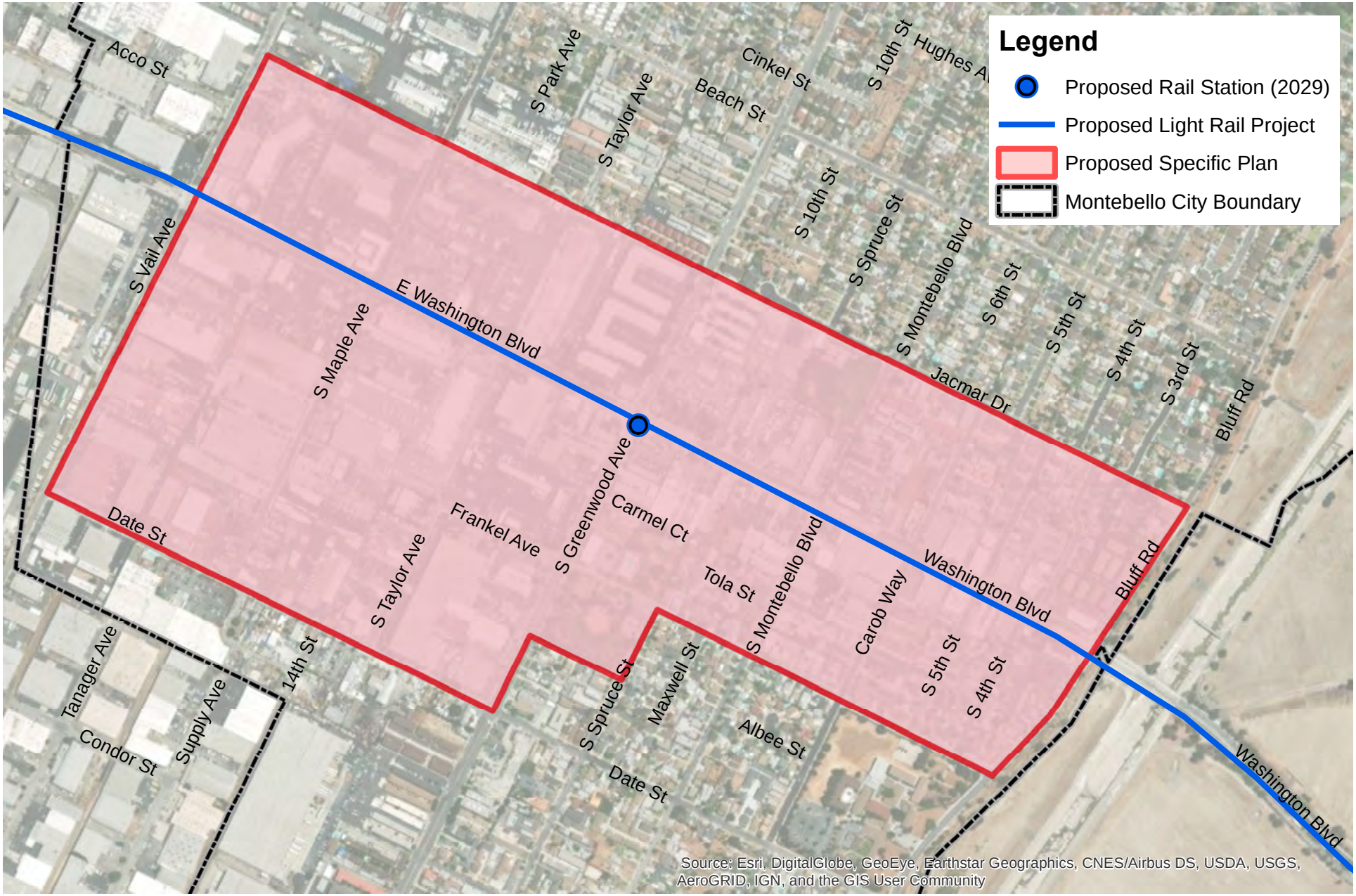
Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan
Regional Map

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan
Regional Project Area Map



Source: ESRI

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan
Project Area

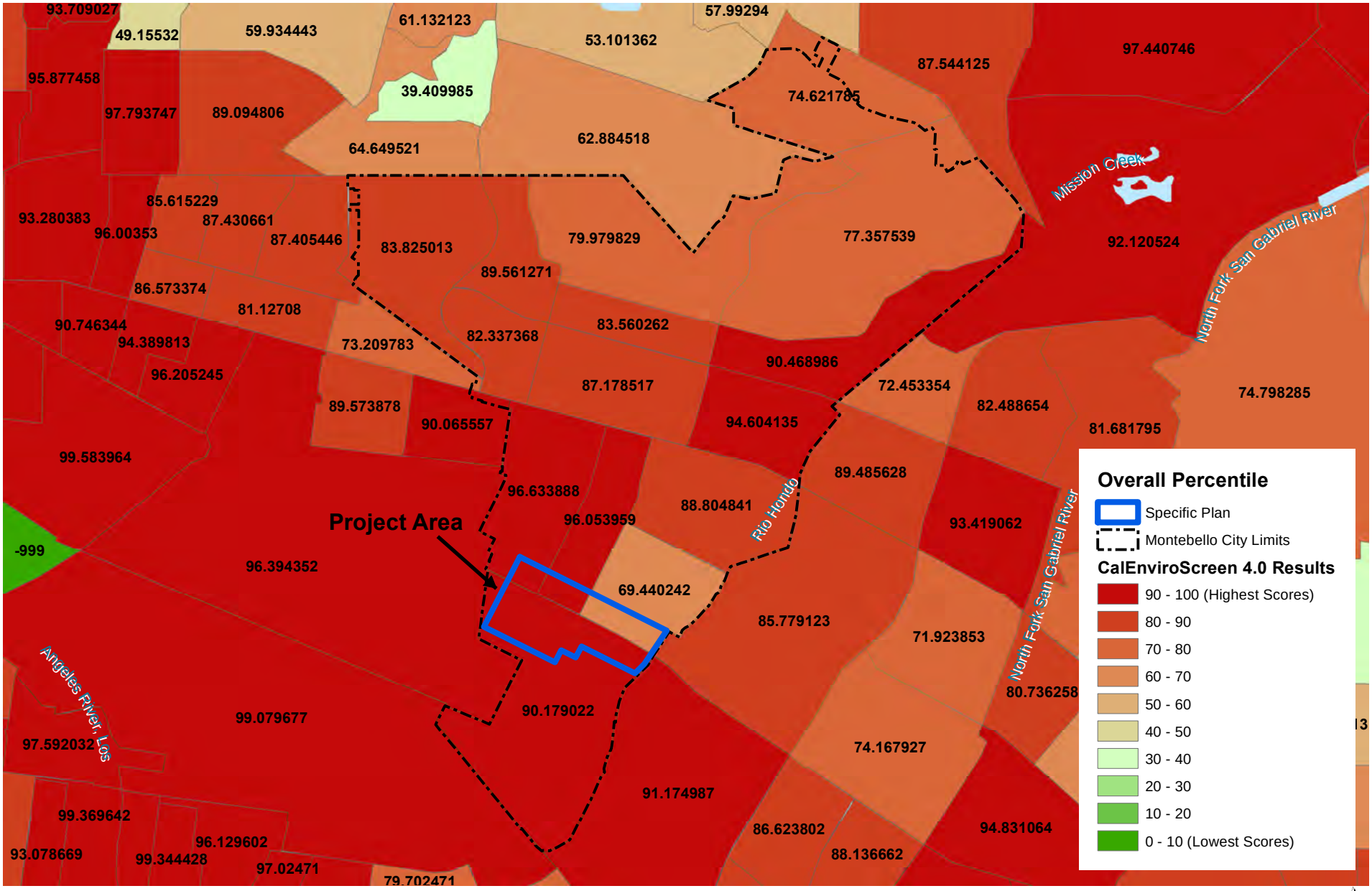


Source: ESRI

0 500 1,000 2,000 Feet

N

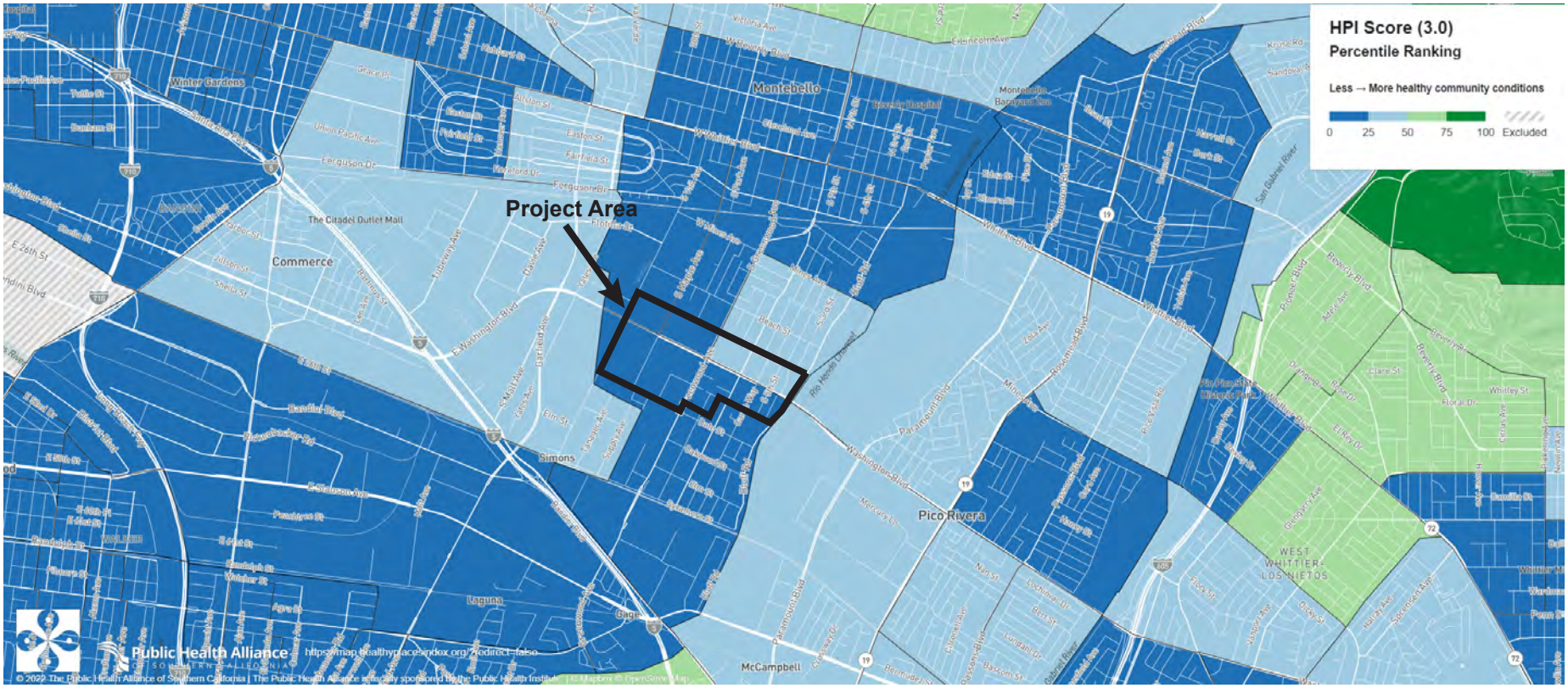
Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan (CalEnviroScreen 4.0 Results)



Source: CalEPA, OEHHA, ESRI

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

Healthy Places Index (HPI) Map

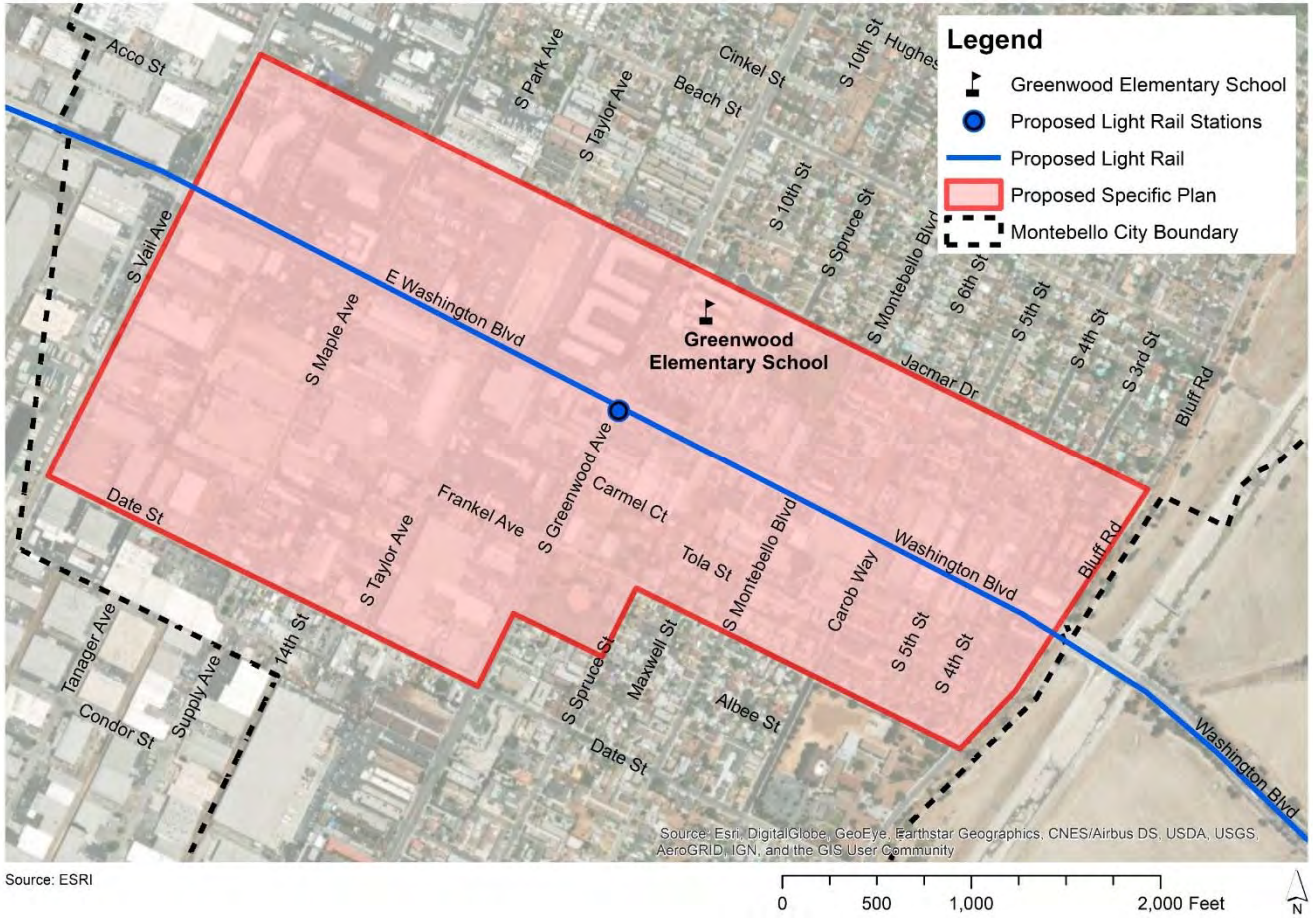


Source: The California Healthy Places Index

California Department of Education
Free or Reduced-Price Meal (Student Poverty) Data (2022-2023)
Montebello Unified School District – Greenwood Elementary School

Unduplicated Student Poverty – Free or Reduced Price Meals Data 2022–2023

Academic Year	County Code	School Code	County Name	District Name	School Name	District Type	School Type	Educational Option Type	Enrollment (K-12)	FRPM Count (K-12)	Percent (%) Eligible FRPM (K-12)	Enrollment (Ages 5-17)	Free Meal Count (Ages 5-17)	Percent (%) Eligible Free (Ages 5-17)	FRPM Count (Ages 5-17)	Percent (%) Eligible FRPM (Ages 5-17)
2022-2023	19	6020531	Los Angeles	Montebello Unified	Cesar E. Chavez Elementary	Unified School Distric	Elementary	Traditional	763	630	82.6%	743	565	76.0%	616	82.9%
2022-2023	19	6020549	Los Angeles	Montebello Unified	Joseph A. Gascon Elementary	Unified School Distric	Elementary	Traditional	524	385	73.5%	516	358	69.4%	380	73.6%
2022-2023	19	6020556	Los Angeles	Montebello Unified	Fremont Elementary	Unified School Distric	Elementary	Traditional	313	242	77.3%	302	219	72.5%	232	76.8%
2022-2023	19	6020564	Los Angeles	Montebello Unified	Garfield Elementary	Unified School Distric	Elementary	Traditional	499	418	83.8%	483	371	76.8%	404	83.6%
2022-2023	19	6020572	Los Angeles	Montebello Unified	Macy Intermediate	Unified School Distric	Intermediate	Traditional	526	334	63.5%	526	300	57.0%	334	63.5%
2022-2023	19	6020580	Los Angeles	Montebello Unified	Greenwood Elementary	Unified School Distric	Elementary	Traditional	765	660	86.3%	747	595	79.7%	645	86.3%
2022-2023	19	6020598	Los Angeles	Montebello Unified	La Merced Academy	Unified School Distric	Elementary	Traditional	624	385	61.7%	606	341	56.3%	371	61.2%
2022-2023	19	6020614	Los Angeles	Montebello Unified	Montebello Gardens Elementary	Unified School Distric	Elementary	Traditional	233	193	82.8%	226	155	68.6%	188	83.2%
2022-2023	19	6020622	Los Angeles	Montebello Unified	Montebello Park Elementary	Unified School Distric	Elementary	Traditional	388	326	84.0%	377	290	76.9%	318	84.4%
2022-2023	19	6020630	Los Angeles	Montebello Unified	Potrero Heights Elementary	Unified School Distric	Elementary	Traditional	385	168	43.6%	373	145	38.9%	161	43.2%
2022-2023	19	6020648	Los Angeles	Montebello Unified	Rosewood Park	Unified School Distric	Elementary	Traditional	644	468	72.7%	636	403	63.4%	464	73.0%
2022-2023	19	6020655	Los Angeles	Montebello Unified	Suva Elementary	Unified School Distric	Elementary	Traditional	617	477	77.3%	602	443	73.6%	466	77.4%
2022-2023	19	6020663	Los Angeles	Montebello Unified	Washington Elementary	Unified School Distric	Elementary	Traditional	683	472	69.1%	671	447	66.6%	464	69.2%



Source: ESRI

SWITRS GIS Map: Los Angeles, Montebello 01/01/2015 - 12/31/2019

1/5/2024

SWITRS

Crashes

Crashes (Selected)

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

County of Los Angeles, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land

TIMS (https://tims.berkeley.edu), SafeTREC, UC Berkeley

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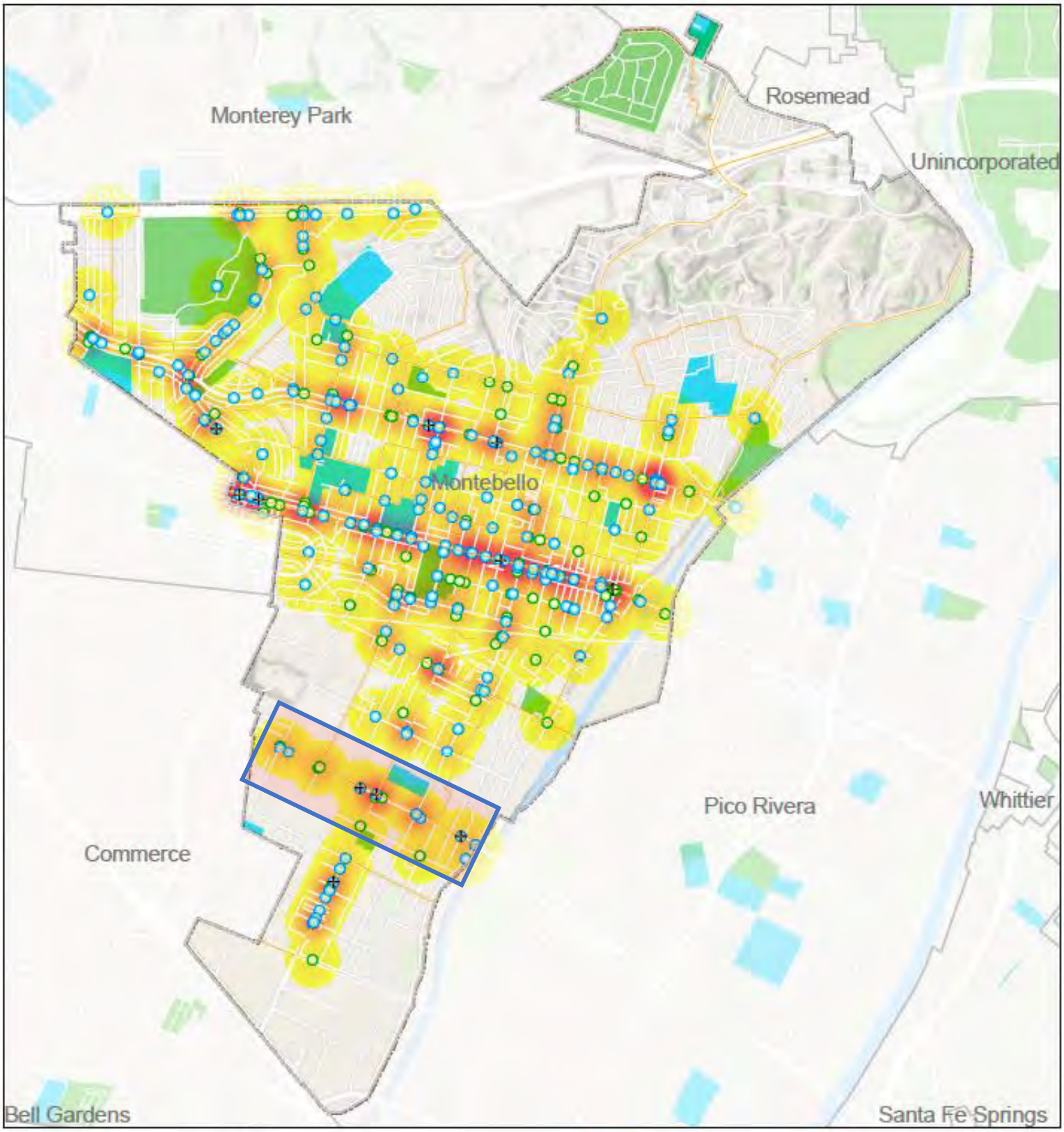
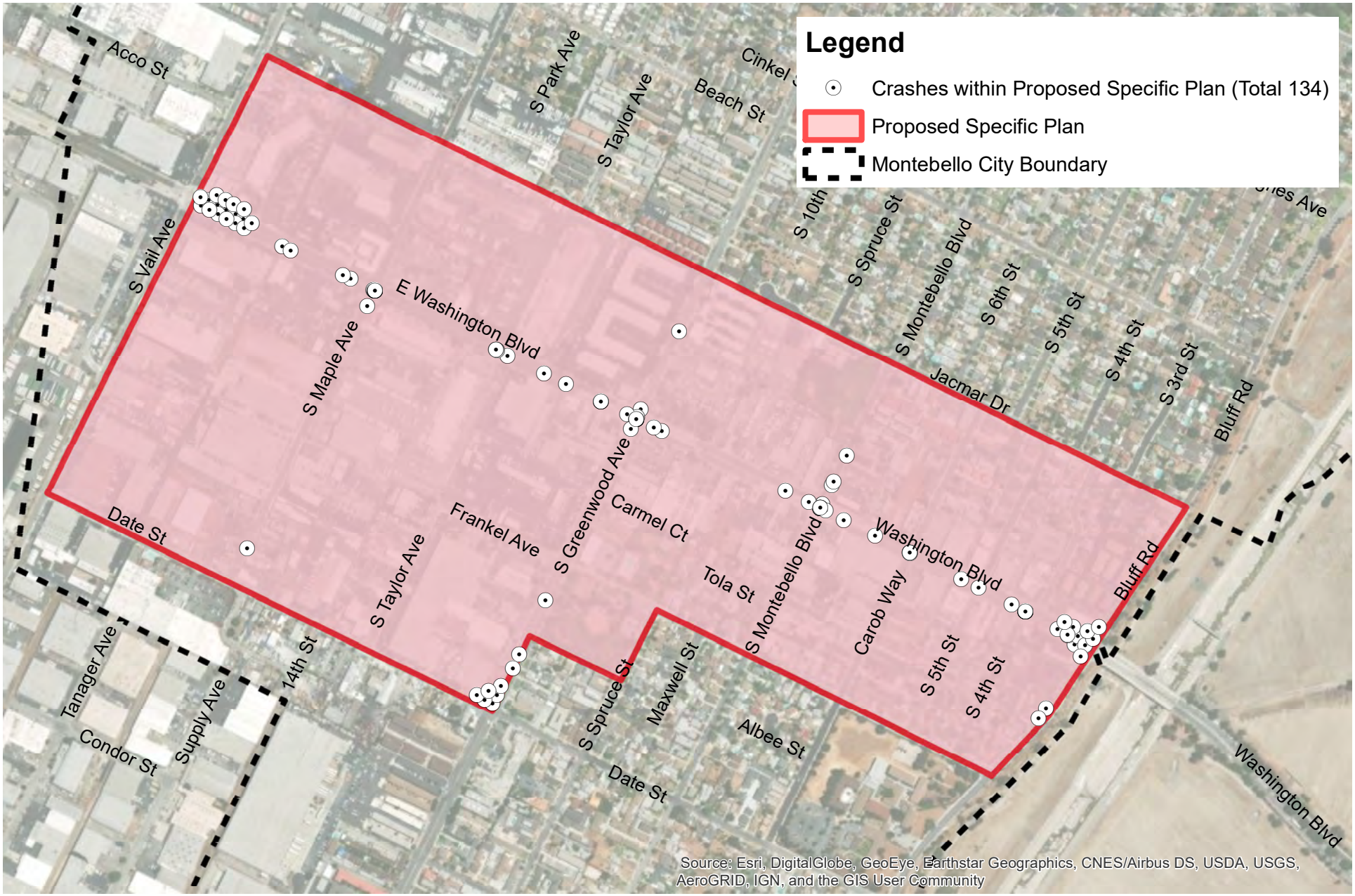


0 0.5 1 Miles

N W E S

Schools
Parks
City Boundary
Pedestrian Collisions
Bicycle Collisions
Fatality (1 Bike, 10 Ped)
Collision Density
High
Low

Montebello – Crashes within Proposed Specific Plan Area
Collisions 2015 to 2019

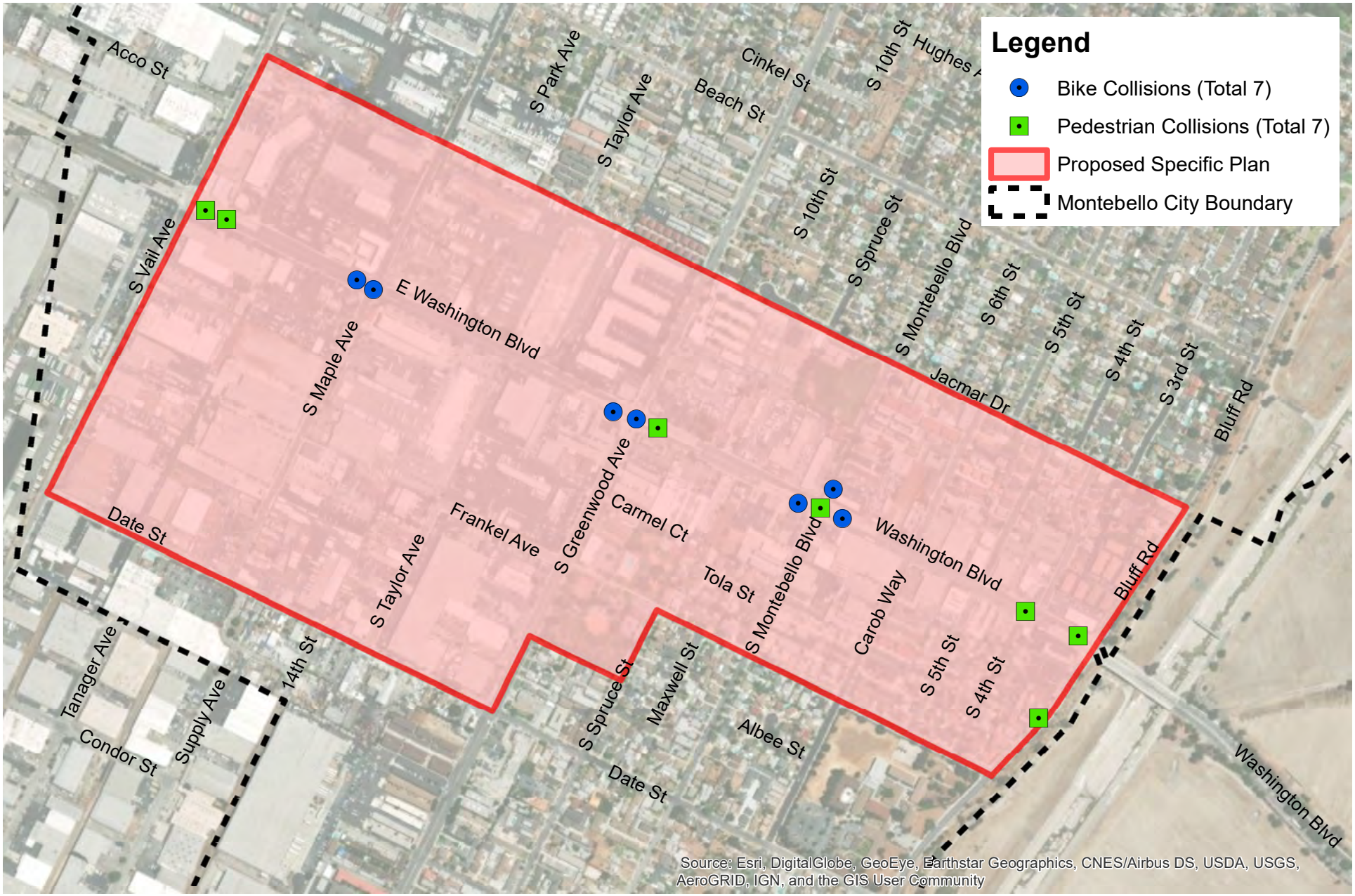


Source: ESRI

0 500 1,000 2,000 Feet

N

Montebello – Crashes within Proposed Specific Plan Area
Pedestrian and Bike Collisions (2015 to 2019)



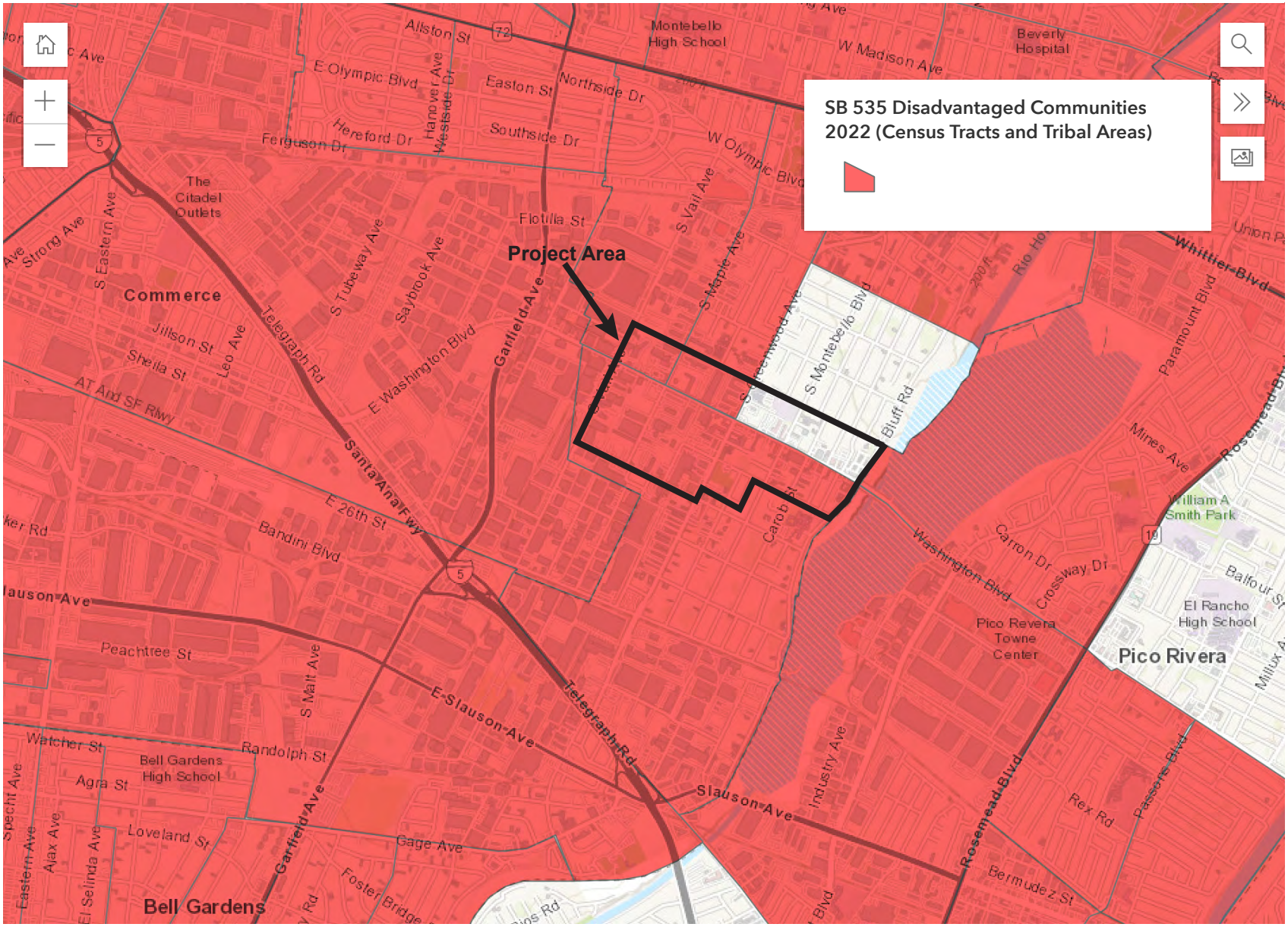
Source: ESRI

0 500 1,000 2,000 Feet

N

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

SB 535 Disadvantaged Communities Map



Source: CalEPA, OEHHA, ESRI

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

White House Justice 40 Initiative Map

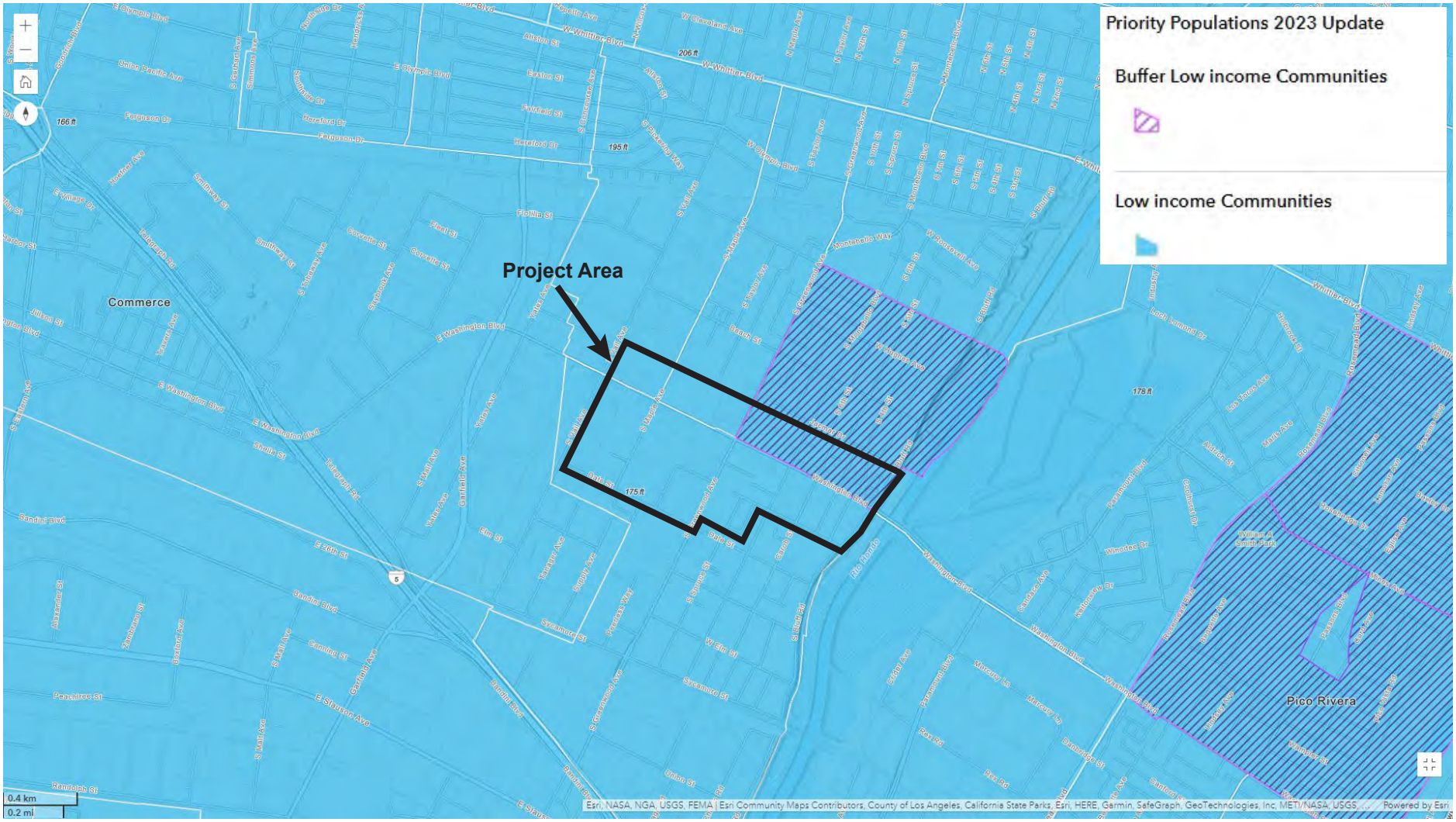
Justice 40 Tracts Map May 2022

Source: Justice 40 Initiative

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

California Climate Investments Priority Populations 2023 Map

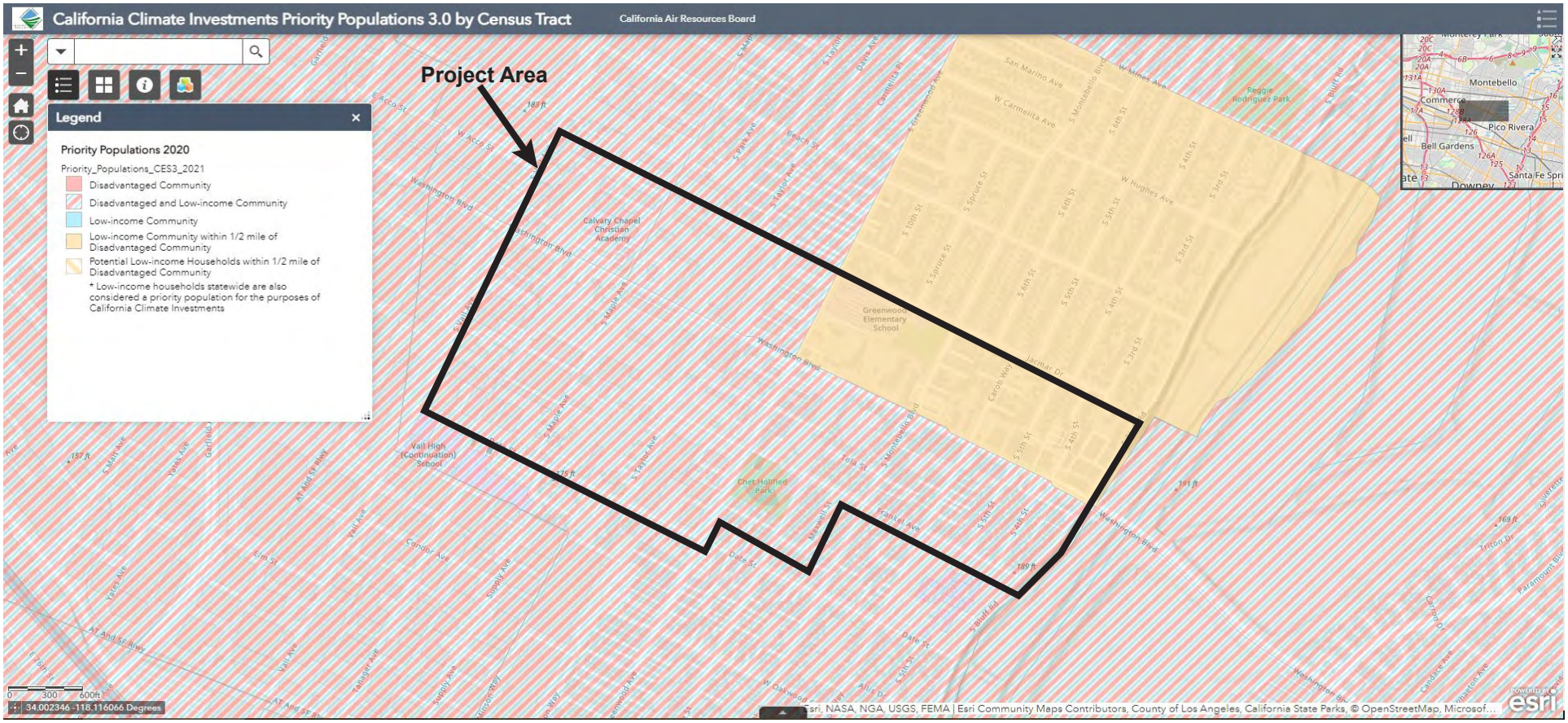
Low Income Communities and Buffer Low Income Communities



Source: https://gis.carb.arb.ca.gov

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

California Climate Investment Priority Population 3.0 By Census Tract Map

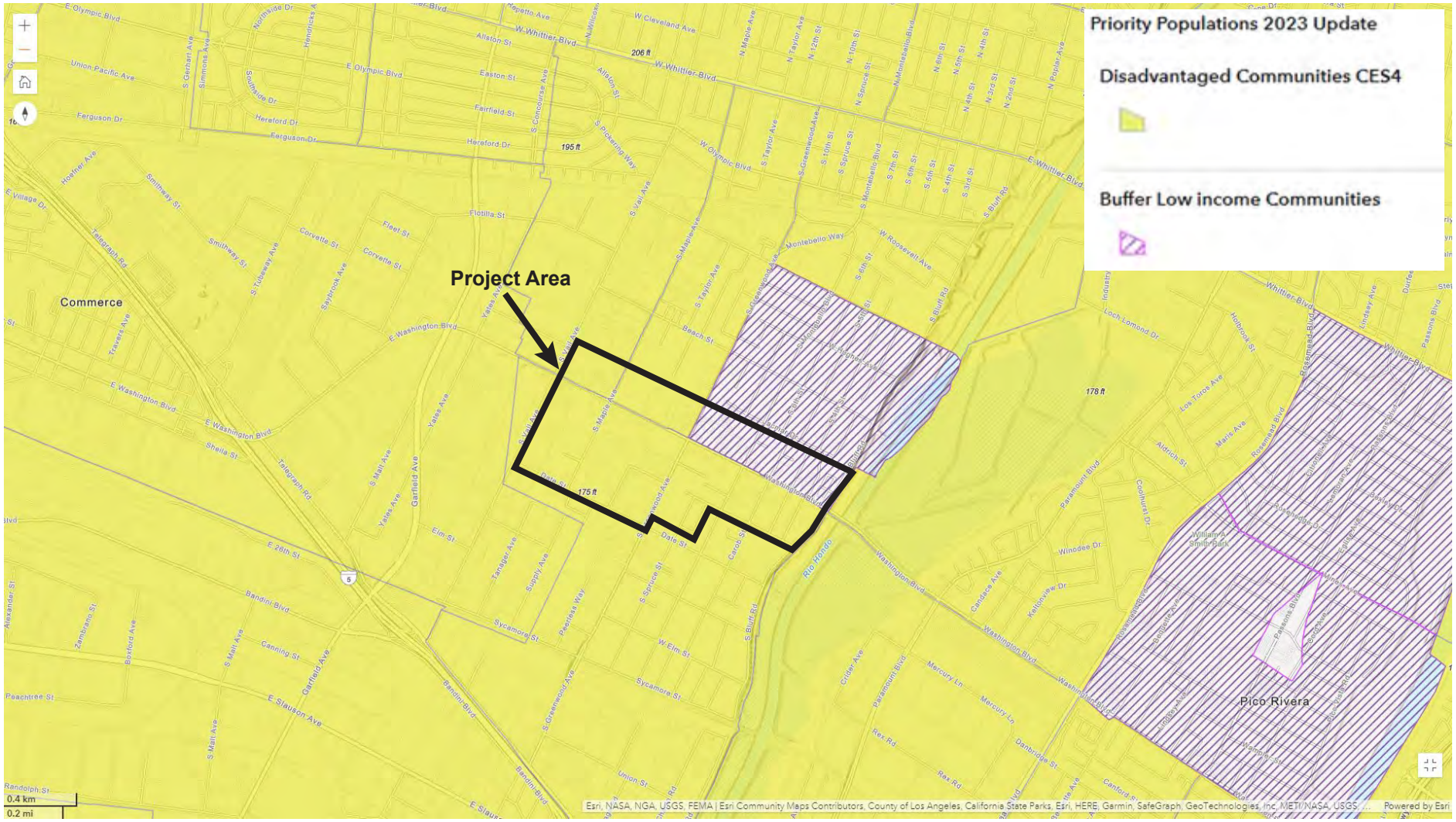


Source: https://gis.carb.arb.ca.gov

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

California Climate Investments Priority Populations 2023 Map

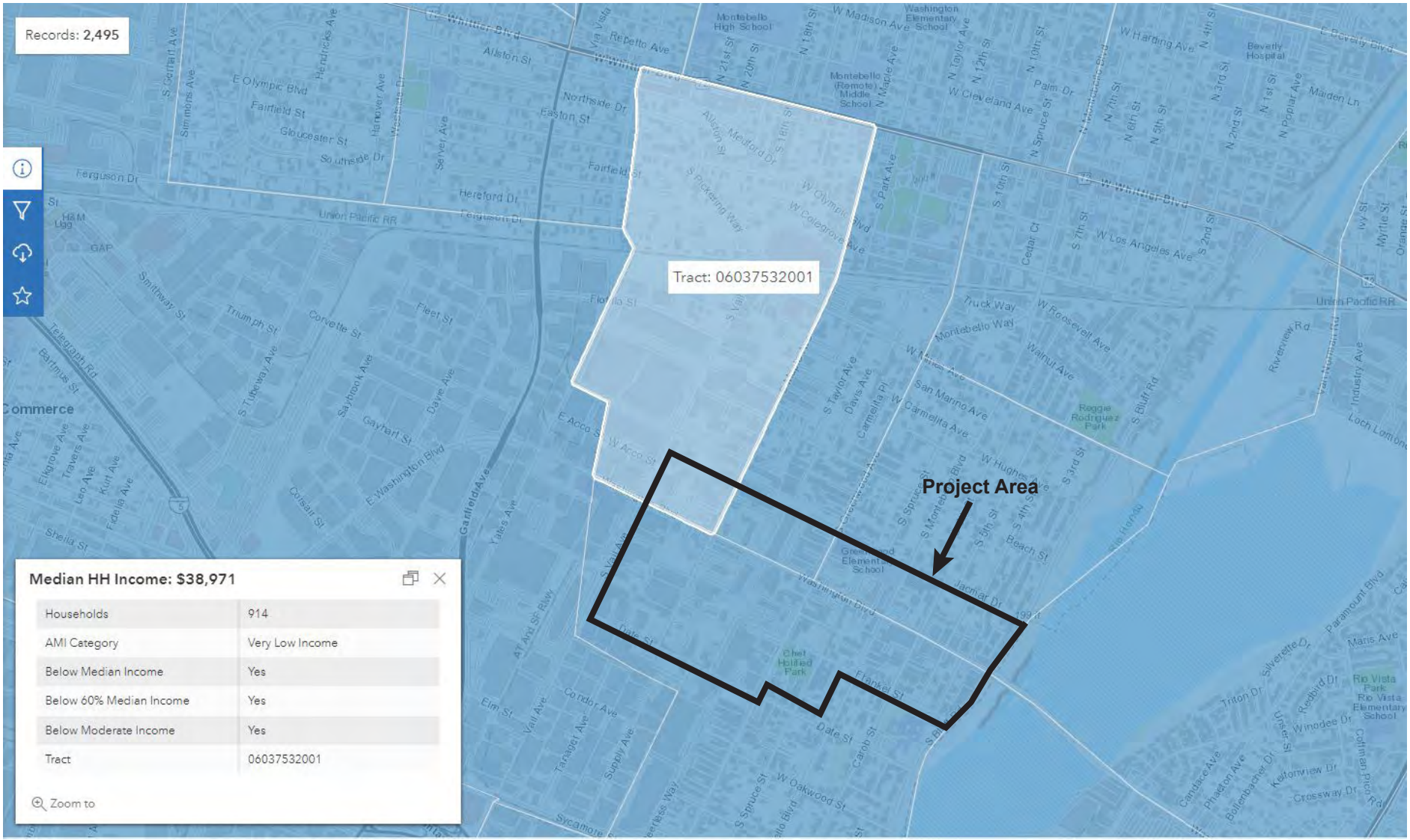
Disadvantaged Communities CES4 and Low Income Communities



Source: https://gis.carb.arb.ca.gov

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

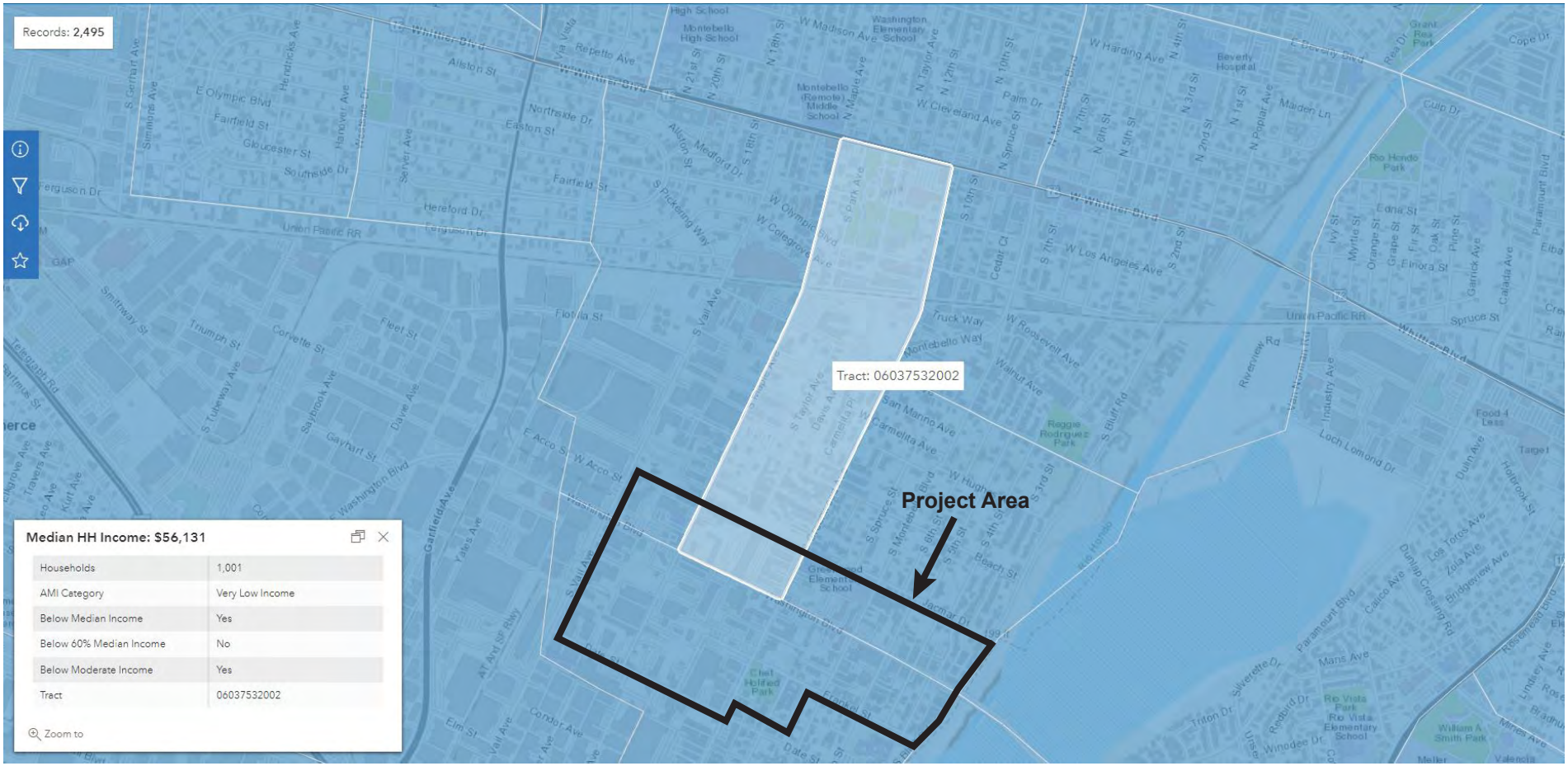
Household Median Income by Census Tracts Map



Source: geohub.lacity.org

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

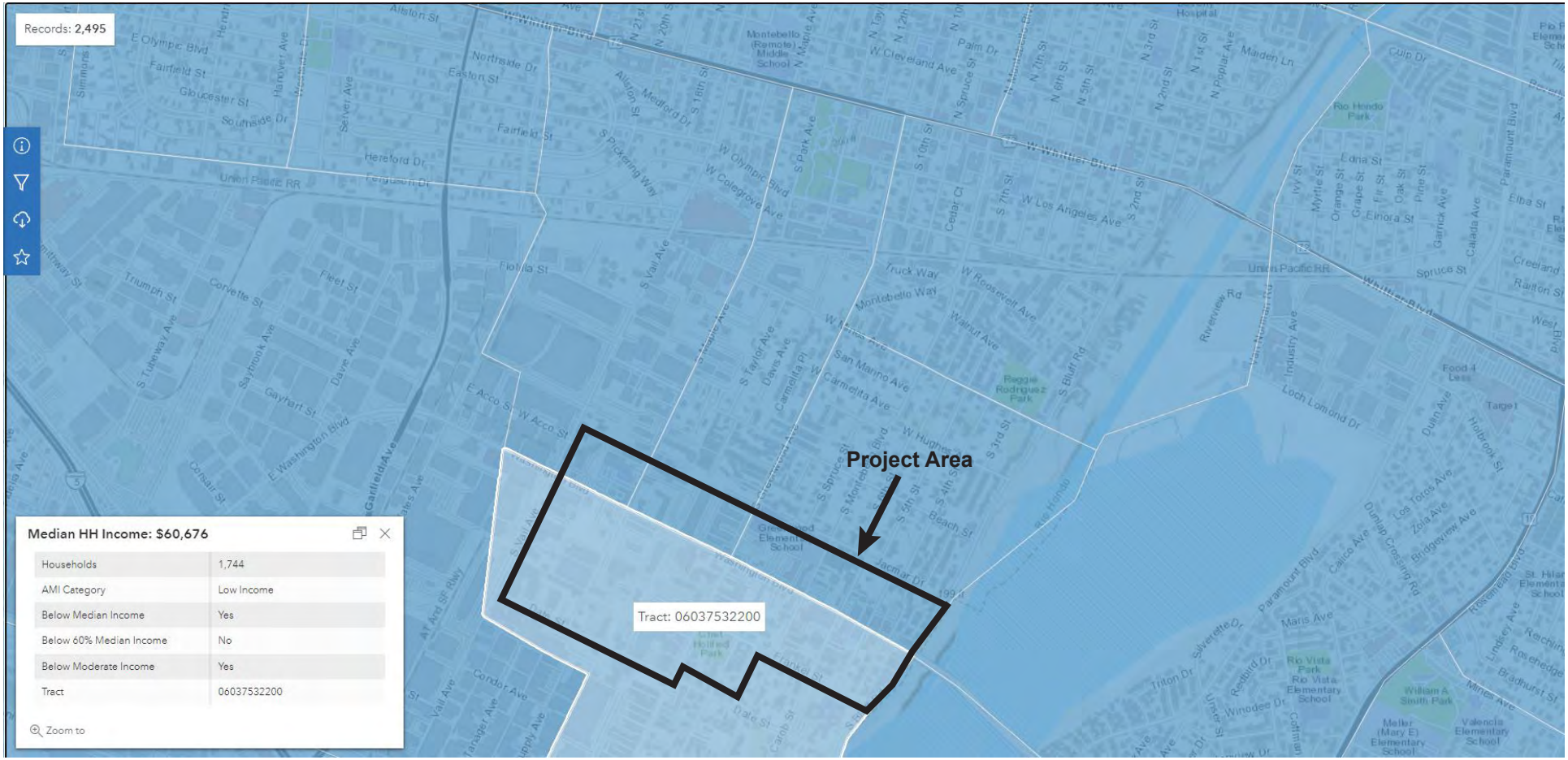
Household Median Income by Census Tracts Map (Tract: 06037532002)



Source: geohub.lacity.org

Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

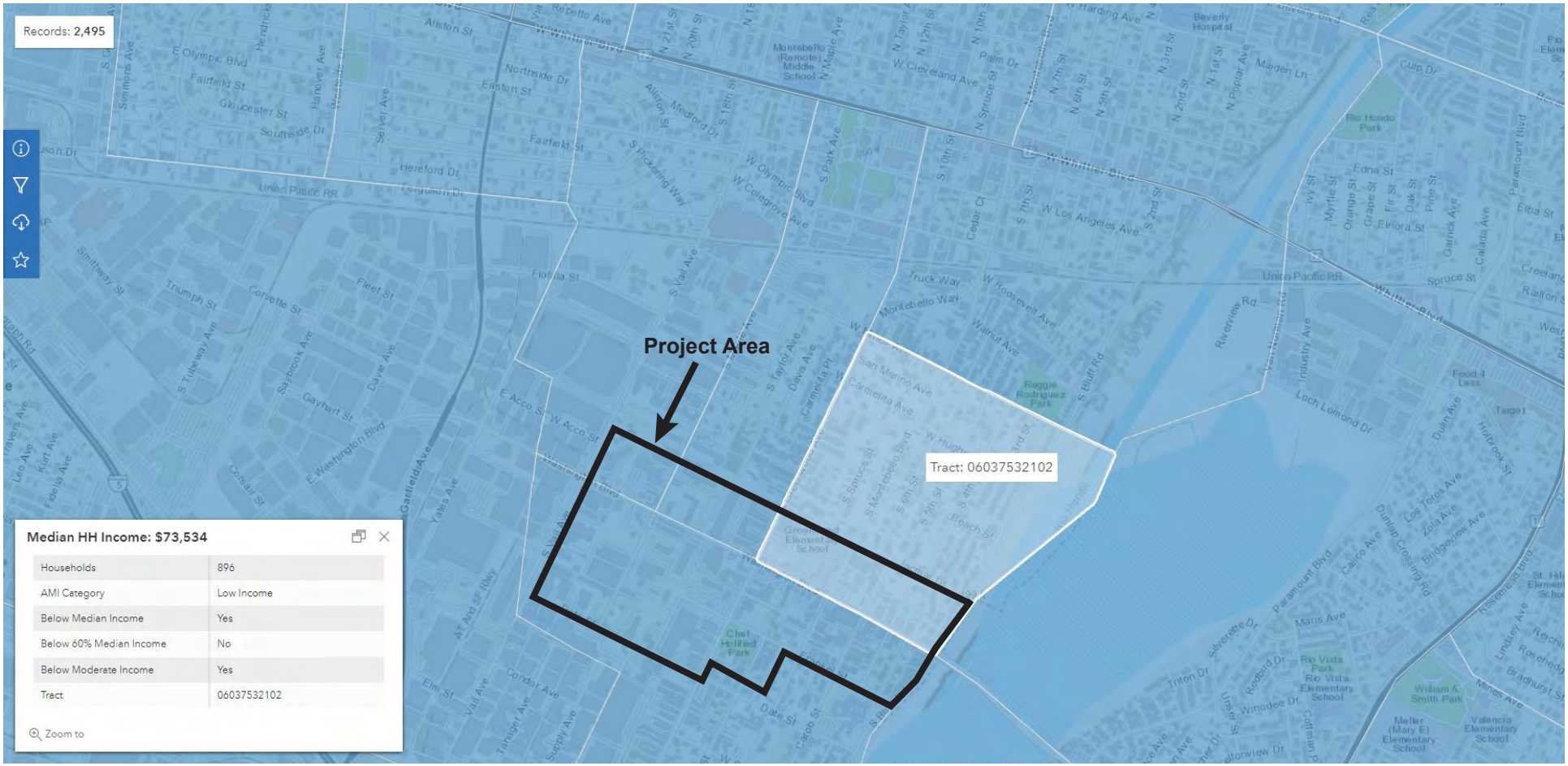
Household Median Income by Census Tracts Map (Tract: 06037532200)



Source: geohub.lacity.org

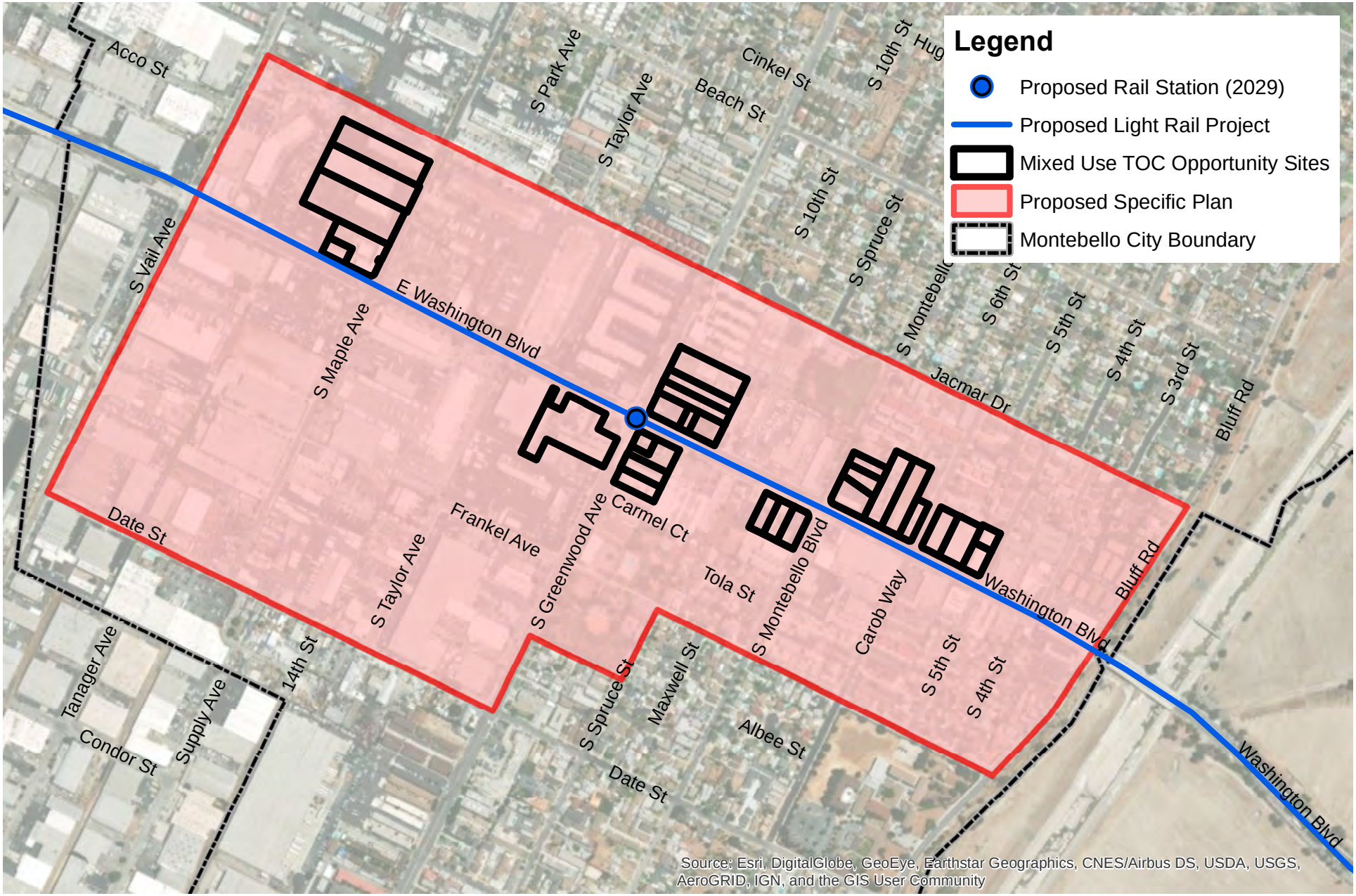
Montebello Transit-Oriented Communities/Multimodal Connectivity Specific Plan

Household Median Income by Census Tracts Map (Tract: 06037532102)



Source: geohub.lacity.org

Proposed Mixed-Use Housing Transit-Oriented Communities Opportunity Sites



Source: ESRI

0 500 1,000 2,000 Feet

N

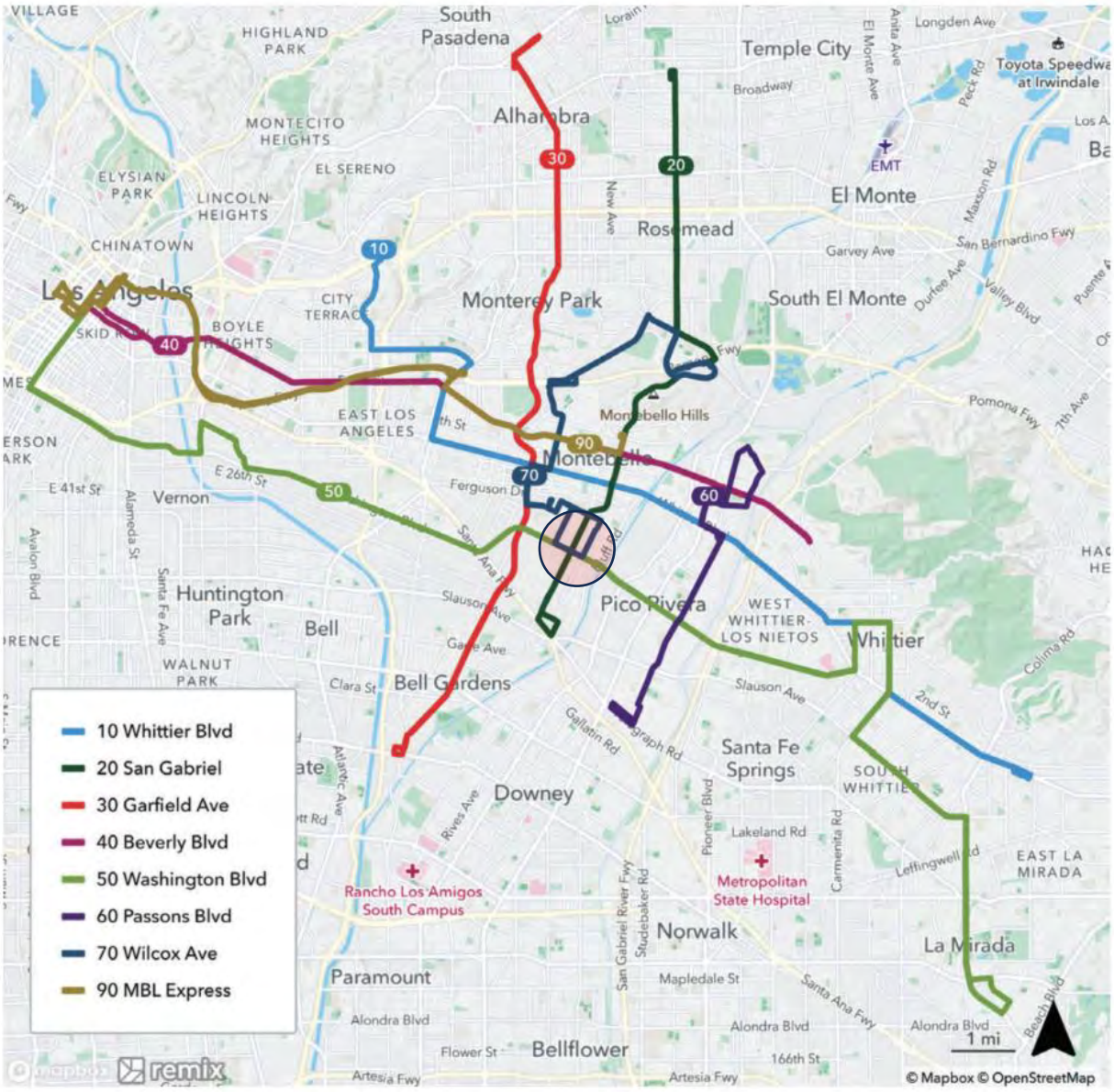
PROPOSED AT-GRADE STATION

LEGEND

- POTENTIAL STAGING AREA OPTIONS
- PROPOSED TRACK ALIGNMENT
- PROPOSED AERIAL GUIDEWAY
- STATION - PLAZA
- STATION - PLATFORM
- PROPOSED AT-GRADE GUIDEWAY

DRAFT PRELIMINARY CONCEPT – SUBJECT TO CHANGE
NOT ALL PROPERTIES WILL BE REQUIRED

MONTEBELLO BUS LINES



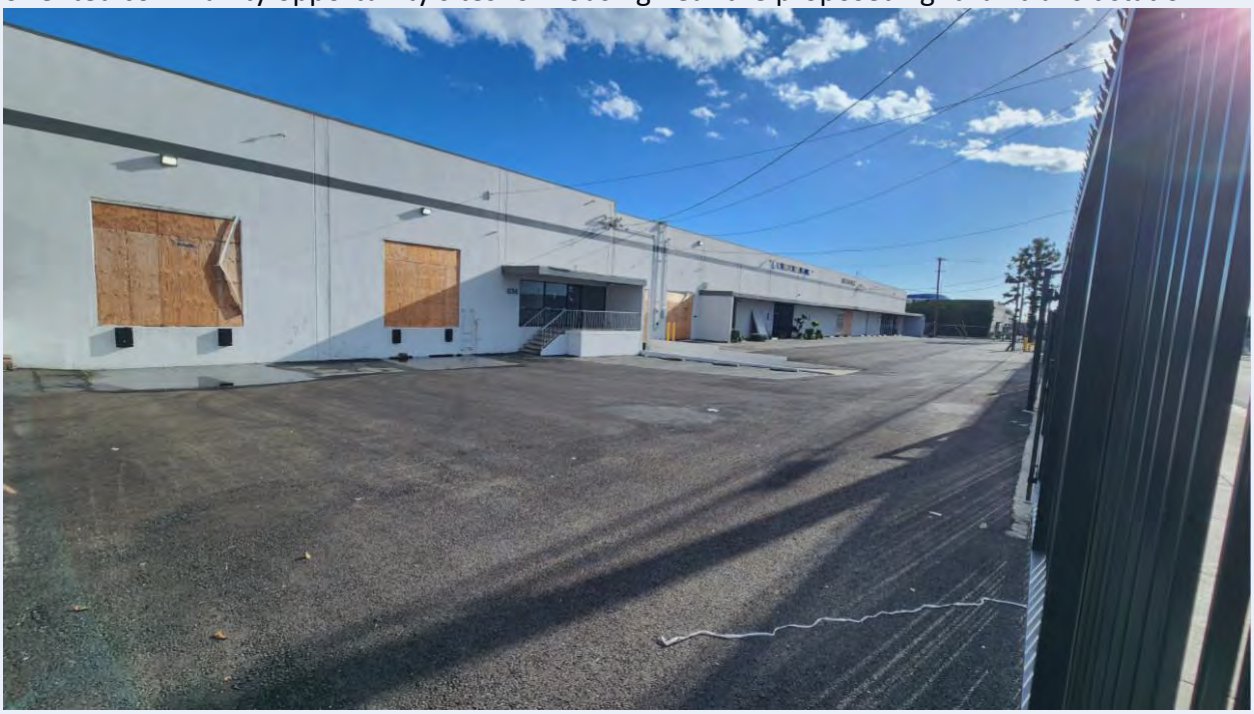
Photos of Project Area

Above: Looking west on Washington Boulevard at Greenwood Avenue. The Eastside Transit light rail corridor alignment is proposed for Washington Boulevard. The Metro Montebello Station is proposed near Greenwood Avenue.

Below: Greenwood Avenue looking south at Washington Boulevard. Opportunity sites along Greenwood Avenue and Washington Boulevard is propose for mixed-use housing developments adjacent to the proposed light rail station.

Above: Transit-Oriented mixed-use opportunity sites are proposed along Washington Boulevard as well as parcels north of Washington Boulevard where light industrial and warehousing are the current and existing land uses.

Below: Large under-utilized and vacant parcels are currently available for large scale transit-oriented community opportunity sites for housing near the proposed light rail transit station.



Support Letters

ACTIVE SGV

ADVISORY BOARD

Vincent Chang

David Diaz

Rafael Gonzalez

Yvette Martinez

Stephanie Ramirez

Wesley Reutimann

Chris Tran

December 18, 2023

Tanisha Taylor - Executive Director
California Transportation Commission
1120 N. Street, MS-52
Sacramento, CA 95814

RE: SUPPORT | City of Montebello's Transit-Oriented Communities/Multimodal Connectivity Specific Plan to Caltrans Sustainable Transportation Planning Grant Program

Dear Director Taylor,

As a place-based community organization dedicated to realizing a more sustainable, equitable, and livable San Gabriel Valley, ActiveSGV is pleased support the City of Montebello's application for funding from the Sustainable Communities Planning Grant Program to create and adopt a Transit Oriented Communities (TOC)/Multimodal Connectivity Specific Plan. Centered around a Transit-Oriented Development District model, this plan will **focus on defining land use designations to ensure the development of new housing units, including affordable housing, as well as focus on multi-modal transportation accessibility and improvements in safety for active transportation** users along the Washington Blvd. commercial corridor.

With the projected start of Montebello's Metro Rail light rail station in a few years, this proposed TOC/Multimodal Connectivity Specific Plan will align the City's updated General Plan goals with the City's concurrent efforts around economic development, Complete Streets opportunities, pedestrian safety, rail, bus transit, and bicycle connectivity, and the development of accessible housing within the transit district. Additionally, **the plan intends to address the immediate effects of the high traffic volume along the designated project area which impacts air quality, increased noise pollution, pedestrian and bicyclist injuries, and high levels of greenhouse gases (GHGs) within the local neighborhood and the immediate region.** This plan will allow the City to realize improvements in health outcomes, while providing for safe regional connectivity and smart growth opportunities through mixed-use development and affordable housing.

The proposed TOC/Multimodal Connectivity Specific Plan will **provide a comprehensive land use and community connectivity roadmap that will lead to improved health conditions by improving air quality through reduction of vehicle miles traveled and provide local residents with affordable housing options and greater connectivity to transit opportunities, educational facilities, jobs, local businesses, and other regional amenities.**

ActiveSGV strongly supports local and regional efforts to support public transit, reduce pollution, and address the region's housing affordability crisis as such we strongly support the City's efforts to be proactive in addressing the crucial need for a Montebello TOC/Multimodal Connectivity Specific Plan with a housing and mobility focus as the project will bring safer streets and strengthen local and regional transit connectivity for community members.

If you have any questions regarding this matter, please contact me at david@activeSGV.org.

Thank you for your time and consideration,

David Diaz, MPH
Executive Director

Artesia
Avalon
Bell
Bellflower
Bell Gardens
Cerritos
Commerce
Compton
Cudahy
Downey
Hawaiian Gardens
Huntington Park
Industry
La Mirada
Lakewood
Long Beach
Lynwood
Maywood
Montebello
Norwalk
Paramount
Pico Rivera
Santa Fe Springs
Signal Hill
South Gate
Vernon
Whittier
County of Los Angeles
Port of Long Beach

GATEWAY CITIES

December 29, 2023

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N Street
Sacramento, CA 95814

City of Montebello Transit-Oriented Community/
Multimodal Connectivity Specific Plan

Dear ~~Ms. Taylor~~: Tanisha

The Gateway Cities Council of Governments is comprised of 27 cities and 11 unincorporated areas, with over two million residents. This density in the southeast Los Angeles County region requires more transportation as well as housing options. For this reason, Gateway Cities COG is in complete support of the City of Montebello's Transit-oriented Community/Multimodal Connectivity Specific Plan proposal to receive a Sustainable Transportation Planning Grant.

Montebello needs resources to create and adopt a Transit Oriented Communities (TOC)/Multimodal Connectivity Specific Plan. Centered around a Transit-Oriented Development District model, this plan will focus on defining land use designations to ensure the development of new housing units, including affordable housing, as well as focus on multi-modal transportation accessibility and improvements in safety for active transportation users along the Washington Blvd. commercial corridor.

With the projected extension of the Eastside Metro Rail light rail into Montebello, this proposed TOC/Multimodal Connectivity Specific Plan will align the City's updated General Plan goals with the City's concurrent efforts around economic development, Complete Streets opportunities, pedestrian safety, rail, bus transit, and bicycle connectivity, and the development of accessible housing within the transit district. Additionally, the plan intends to address the immediate effects of the high traffic volume along the designated project area which impacts air quality, increased noise pollution, pedestrian and bicyclist injuries, and high levels of greenhouse gases within the local neighborhoods and the immediate region. This plan will allow the Montebello to realize improvements in health outcomes, while providing for safe regional connectivity and smart growth opportunities through mixed-use development and affordable housing.

The proposed TOC/Multimodal Connectivity Specific Plan will provide a comprehensive land use and community connectivity roadmap that will reduce vehicle miles traveled and provide local residents with affordable housing options and greater connectivity to educational facilities, jobs, local businesses, and other regional amenities.

Gateway Cities COG strongly supports the City's efforts to be proactive in addressing the crucial need for a Montebello TOC/Multimodal Connectivity Specific Plan with a housing and mobility focus. Thank you for your consideration.

Sincerely,

Hector De La Torre

Hector De La Torre
Executive Director

16401 Paramount Boulevard · Paramount, California 90723 · phone (562) 663-6850 fax (562) 634-8216
www.gatewaycog.org

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SACRAMENTO, CA 94249-0054
(916) 319-2054
FAX (916) 319-2154

DISTRICT OFFICE
320 WEST 4TH STREET, SUITE 1050
LOS ANGELES, CA 90013
(213) 620-4646
FAX (213) 620-6319

E-MAIL
Assemblymember.Santiago@assembly.ca.gov

Assembly
California Legislature

MIGUEL SANTIAGO
ASSISTANT MAJORITY LEADER
ASSEMBLYMEMBER, FIFTY-FOURTH DISTRICT

COMMITTEES
HEALTH
HIGHER EDUCATION
PUBLIC SAFETY
UTILITIES AND ENERGY

SELECT COMMITTEES
CHAIR: LOS ANGELES COUNTY HOMELESSNESS

January 10, 2024

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N. Street, MS-52
Sacramento, CA 95814

Dear Ms. Taylor:

RE: Support for City of Montebello's Transit-Oriented Communities/Multimodal Connectivity Specific Plan to Caltrans Sustainable Transportation Planning Grant Program

I am pleased to submit this letter in support of the City of Montebello's application for funding from the Sustainable Communities Planning Grant Program to create and adopt a Transit Oriented Communities (TOC)/Multimodal Connectivity Specific Plan. Centered around a Transit-Oriented Development District model, this plan will focus on defining land use designations to ensure the development of new housing units, including affordable housing, as well as focus on multi-modal transportation accessibility and improvements in safety for active transportation users along the Washington Blvd. commercial corridor.

With the projected start of Montebello's Metro Rail light rail station in a few years, this proposed TOC/Multimodal Connectivity Specific Plan will align the City's updated General Plan goals with the City's concurrent efforts around economic development, Complete Streets opportunities, pedestrian safety, rail, bus transit, and bicycle connectivity, and the development of accessible housing within the transit district. Additionally, the plan intends to address the immediate effects of the high traffic volume along the designated project area which impacts air quality, increased noise pollution, pedestrian and bicyclist injuries, and high levels of greenhouse gases (GHGs) within the local neighborhood and the immediate region. This plan will allow the City to realize improvements in health outcomes, while providing for safe regional connectivity and smart growth opportunities through mixed-use development and affordable housing.

The proposed TOC/Multimodal Connectivity Specific Plan will provide a comprehensive land use and community connectivity roadmap that will lead to improved health conditions by improving air quality through reduction of vehicle miles traveled and provide local residents with affordable housing options and greater connectivity to transit opportunities, educational facilities, jobs, local businesses, and other regional amenities.

This letter expresses our support for the City's efforts to be proactive in addressing the crucial need for a Montebello TOC/Multimodal Connectivity Specific Plan with a housing and mobility focus as the project will bring safer streets and strengthen local and regional transit connectivity for community members.

Thank you for your consideration. If you have any questions or concerns, please feel free to contact my District Director, Mark Gonzalez, at (213) 620-4646 or Mark.Gonzalez@asm.ca.gov.

Sincerely,

MIGUEL SANTIAGO
Assembly Member, 54th District

Magna & Magna, Inc.

1520 Washington Blvd., Suite 100, Montebello, CA 90640
323-721-1621 • office@magnareg.com

January 3, 2024

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N. Street
Sacramento, CA 95814

Dear Ms. Taylor:

As a local property owner who currently owns approximately two and a half acres along the Washington Blvd. corridor within the City of Montebello, I enthusiastically submit this letter of support for the City's Transit-Oriented Community/Multimodal Connectivity Specific Plan proposal for funding to the State of California.

As the property owners along Washington Blvd. eagerly await the construction of Metro's Gold Line extension project, it is critical for Montebello to have the resources to properly plan for future development along the transit corridor while providing certainty to landowners to anticipate and prepare for growth opportunities. For years, property owners in the southern end of the City of Montebello have asked for additional land use considerations to incentivize new investment and affordable housing opportunities for the local community. This proposal represents that opportunity that we have long sought.

The proposed TOC/Multimodal Connectivity Specific Plan will not only address much needed land use changes along the targeted corridor but also study the impacts of truck traffic, pedestrian safety, bus circulation, and bicycle connectivity to other parts of our neighborhood and the downtown area of Montebello. I am confident as shown in my support for this effort that the plan will be a benefit for all stakeholders.

I appreciate this opportunity to express my support and await a final funding decision by the State. I expect other of property owners to participate in this important planning process for the City.

Thank you for your consideration.

Sincerely,

Mark D. Magna
President

Raul Alvarez
City Manager

Arlene Salazar
Assistant City Manager

CITY OF MONTEBELLO
CITY MANAGER'S OFFICE

January 10, 2024

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N. Street, MS-52
Sacramento, CA 95814

Dear Ms. Taylor:

Re: City of Montebello's Transit-Oriented Communities/Multimodal Connectivity Specific Plan to Caltrans Sustainable Transportation Planning Grant Program

On behalf of the City of Montebello (the "City"), we are pleased to submit this support letter related to a funding opportunity from the Sustainable Communities Planning Grant Program to create and adopt a Transit Oriented Communities (TOC)/Multimodal Connectivity Specific Plan. Centered around a Transit-Oriented Development District model, this plan will focus on defining land use designations to ensure the development of new housing units, including affordable housing, as well as focus on multi-modal transportation accessibility and improvements in safety for active transportation users along the Washington Blvd. commercial corridor. This effort provides an opportunity to work with the community to enhance an area that has great potential to explore innovative urban planning ideas and establish regulations intended to improve the quality of life for residents and the traveling public.

With the projected start of Montebello's Metro Rail light rail station in a few years, this proposed TOC/Multimodal Connectivity Specific Plan will align the City's updated General Plan goals and policies with the City's concurrent efforts around economic development, Complete Streets opportunities, pedestrian safety, rail, bus transit, and bicycle connectivity, and the development of accessible housing within the transit district. Additionally, the plan intends to address the immediate effects of the high traffic volume along the designated project area which impacts air quality, increased noise pollution, pedestrian and bicyclist injuries, and high levels of greenhouse gases (GHGs) within the local neighborhood and the immediate region. This plan will allow the City to realize improvements in health outcomes, while providing for safe regional connectivity and smart growth opportunities through mixed-use development and affordable housing.

The proposed TOC/Multimodal Connectivity Specific Plan will provide a comprehensive land use and community connectivity roadmap that will lead to improved health conditions by improving air quality through reduction of vehicle miles traveled and provide local residents with affordable housing options and greater connectivity to transit opportunities, educational facilities, jobs, local businesses, and other regional amenities.

As the City Manager for the City of Montebello, I strongly support the City's efforts to be proactive in addressing the crucial need for a Montebello TOC/Multimodal Connectivity Specific Plan with a housing and mobility focus as the project will bring safer streets and strengthen local and regional transit connectivity for community members.

If you have any questions, please do not hesitate to contact me at ralvarez@montebelloca.gov.

Sincerely,

Raul Alvarez, City Manager
City of Montebello

1600 WEST BEVERLY BOULEVARD, MONTEBELLO, CALIFORNIA 90640-3932 / (323) 887-1200
EMAIL: ralvarez@cityofmontebello.com **WEBSITE:** https://www.cityofmontebello.com/

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

January 10, 2024

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N. Street, MS-52
Sacramento, CA 95814

Dear Ms. Taylor:

Support for City of Montebello's Transit-Oriented Communities/Multimodal Connectivity Specific Plan to Caltrans Sustainable Transportation Planning Grant Program

I am pleased to submit this letter in support of the City of Montebello's application for funding from the Sustainable Communities Planning Grant Program to create and adopt a Transit Oriented Communities (TOC)/Multimodal Connectivity Specific Plan. Centered around a Transit-Oriented Development District model, this plan will focus on defining land use designations to ensure the development of new housing units, including affordable housing, as well as focus on multi-modal transportation accessibility and improvements in safety for active transportation users along the Washington Blvd. commercial corridor.

With the projected start of Montebello's Metro Rail light rail station in a few years, this proposed TOC/Multimodal Connectivity Specific Plan will align the City's updated General Plan goals with the City's concurrent efforts around economic development, Complete Streets opportunities, pedestrian safety, rail, bus transit, and bicycle connectivity, and the development of accessible housing within the transit district. Additionally, the plan intends to address the immediate effects of the high traffic volume along the designated project area which impacts air quality, increased noise pollution, pedestrian and bicyclist injuries, and high levels of greenhouse gases (GHGs) within the local neighborhood and the immediate region. This plan will allow the City to realize improvements in health outcomes, while providing for safe regional connectivity and smart growth opportunities through mixed-use development and affordable housing.

The proposed TOC/Multimodal Connectivity Specific Plan will provide a comprehensive land use and community connectivity roadmap that will lead to improved health conditions by improving air quality through reduction of vehicle miles traveled and provide local residents with affordable housing options and greater connectivity to transit opportunities, educational facilities, jobs, local businesses, and other regional amenities.

I strongly support the City's efforts to be proactive in addressing the crucial need for a Montebello TOC/Multimodal Connectivity Specific Plan with a housing and mobility focus as the project will bring safer streets and strengthen local and regional transit connectivity for community members. If you have any questions, please do not hesitate to contact Ms. Jane Roberts via email at RobertsJ2@metro.net.

Sincerely,

E-SIGNED by Laurie Lombardi
on 2023-12-19 18:12:26 GMT

Laurie Lombardi
Senior Executive Officer
Countywide Planning and Development

MONTEBELLO
CHAMBER OF COMMERCE
CONNECT·PROMOTE·REPRESENT

December 20, 2023

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N. Street, MS-52
Sacramento, CA 95814

Dear Ms. Taylor:

Support for City of Montebello's Transit-Oriented Communities/Multimodal Connectivity Specific Plan to Caltrans Sustainable Transportation Planning Grant Program

I am pleased to submit this letter in support of the City of Montebello's application for funding from the Sustainable Communities Planning Grant Program to create and adopt a Transit Oriented Communities (TOC)/Multimodal Connectivity Specific Plan. Centered around a Transit-Oriented Development District model, this plan will focus on defining land use designations to ensure the development of new housing units, including affordable housing, as well as focus on multi-modal transportation accessibility and improvements in safety for active transportation users along the Washington Blvd. commercial corridor.

With the projected start of Montebello's Metro Rail light rail station in a few years, this proposed TOC/Multimodal Connectivity Specific Plan will align the City's updated General Plan goals with the City's concurrent efforts around economic development, Complete Streets opportunities, pedestrian safety, rail, bus transit, and bicycle connectivity, and the development of accessible housing within the transit district. Additionally, the plan intends to address the immediate effects of the high traffic volume along the designated project area which impacts air quality, increased noise pollution, pedestrian and bicyclist injuries, and high levels of greenhouse gases (GHGs) within the local neighborhood and the immediate region. This plan will allow the City to realize improvements in health outcomes, while providing for safe regional connectivity and smart growth opportunities through mixed-use development and affordable housing.

The proposed TOC/Multimodal Connectivity Specific Plan will provide a comprehensive land use and community connectivity roadmap that will lead to improved health conditions by improving air quality through reduction of vehicle miles traveled and provide local residents with affordable housing options and greater connectivity to transit opportunities, educational facilities, jobs, local businesses, and other regional amenities.

The Montebello Chamber of Commerce, strongly supports the City's efforts to be proactive in addressing the crucial need for a Montebello TOC/Multimodal Connectivity Specific Plan with a housing and mobility focus as the project will bring safer streets and strengthen local and regional transit connectivity for community members.

Sincerely,

Adriana Dugan
Executive Director
(323) 721-1153 · adriana@montebellochamber.org

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1021 O STREET
SUITE 6620
SACRAMENTO, CA 95814
TEL (916) 651-4030

DISTRICT OFFICE
12501 IMPERIAL HWY.
SUITE 110
NORWALK, CA 90650
TEL (562) 406-1001

California State Senate

SENATOR
BOB ARCHULETA
THIRTIETH SENATE DISTRICT

STANDING COMMITTEES
MILITARY & VETERANS AFFAIRS
CHAIR
BUSINESS, PROFESSIONS & ECONOMIC DEVELOPMENT
GOVERNMENTAL ORGANIZATION
TRANSPORTATION
JOINT LEGISLATIVE COMMITTEE ON EMERGENCY MANAGEMENT

January 10, 2024

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N. Street, MS-52
Sacramento, CA 95814

Re: Support for City of Montebello's Transit-Oriented Communities/Multimodal Connectivity Specific Plan to Caltrans Sustainable Transportation Planning Grant Program

Dear Ms. Taylor:

I am pleased to submit this letter in support of the City of Montebello's application for funding from the Sustainable Communities Planning Grant Program to create and adopt a Transit Oriented Communities (TOC)/Multimodal Connectivity Specific Plan. Centered around a Transit-Oriented Development District model, this plan will focus on defining land use designations to ensure the development of new housing units, including affordable housing, as well as focus on multi-modal transportation accessibility and improvements in safety for active transportation users along the Washington Blvd. commercial corridor.

With the projected start of Montebello's Metro Rail light rail station in a few years, this proposed TOC/Multimodal Connectivity Specific Plan will align the City's updated General Plan goals with the City's concurrent efforts around economic development, Complete Streets opportunities, pedestrian safety, rail, bus transit, and bicycle connectivity, and the development of accessible housing within the transit district. Additionally, the plan intends to address the immediate effects of the high traffic volume along the designated project area which impacts air quality, increased noise pollution, pedestrian and bicyclist injuries, and high levels of greenhouse gases (GHGs) within the local neighborhood and the immediate region. This plan will allow the City to realize improvements in health outcomes, while providing for safe regional connectivity and smart growth opportunities through mixed-use development and affordable housing.

The proposed TOC/Multimodal Connectivity Specific Plan will provide a comprehensive land use and community connectivity roadmap that will lead to improved health conditions by improving air quality through reduction of vehicle miles traveled and provide local residents with affordable housing options and greater connectivity to transit opportunities, educational facilities, jobs, local businesses, and other regional amenities.

As the State Senator for the city, I strongly support the City's efforts to be proactive in addressing the crucial need for a Montebello TOC/Multimodal Connectivity Specific Plan with a housing and mobility focus as the project will bring safer streets and strengthen local and regional transit connectivity for community members. If you have any questions, please do not hesitate to contact Fred Zermeno, District Representative, at 562-406-1001 and fred.zermeno@sen.ca.gov.

Sincerely,

Senator Bob Archuleta
30th District

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

856 KENNETH HAHN HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012

Telephone (213) 974-4111 / FAX (213) 613-1739

HILDA L. SOLIS

SUPERVISOR, FIRST DISTRICT

January 10, 2024

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N. Street, MS-52
Sacramento, CA 95814

Re: Support for City of Montebello's Transit-Oriented Communities/Multimodal Connectivity Specific Plan to Caltrans Sustainable Transportation Planning Grant Program

Dear Ms. Taylor:

As Supervisor of Los Angeles County's First District, I am pleased to submit this letter in support of the City of Montebello's application to the Sustainable Communities Planning Grant Program.

With Metro bringing a light rail station to Montebello, the City is working to build a transit-oriented community around the station. Fundamental to implementing their goal, the City must update its land use policies for the Washington Blvd. corridor. The sought funding grant will permit the City to take that next critical step.

The proposed Transit Oriented Communities /Multimodal Connectivity Specific Plan will benefit the region. It will encourage housing development, including affordable housing, and lead to investments in active and public transportation infrastructure. The Plan's implementation will improve the quality of life for residents of the Gateway Cities and San Gabriel Valley by reducing traffic, improving air quality, and addressing our housing shortage. Importantly, these developments will also spark economic development and create family-sustaining jobs. However, time is of the essence. The City must begin updating its Plan soon to ensure it is prepared for the new Metro Station.

I strongly support the City's efforts to modernize its Plan for Washington Blvd. and respectfully request Montebello's planning grant funding request be approved. If you have any questions, please do not hesitate to contact Waqas Rehman, my Director of Planning, by phone at (213) 974-4111 or by email at wrehman@bos.lacounty.gov.

Sincerely,

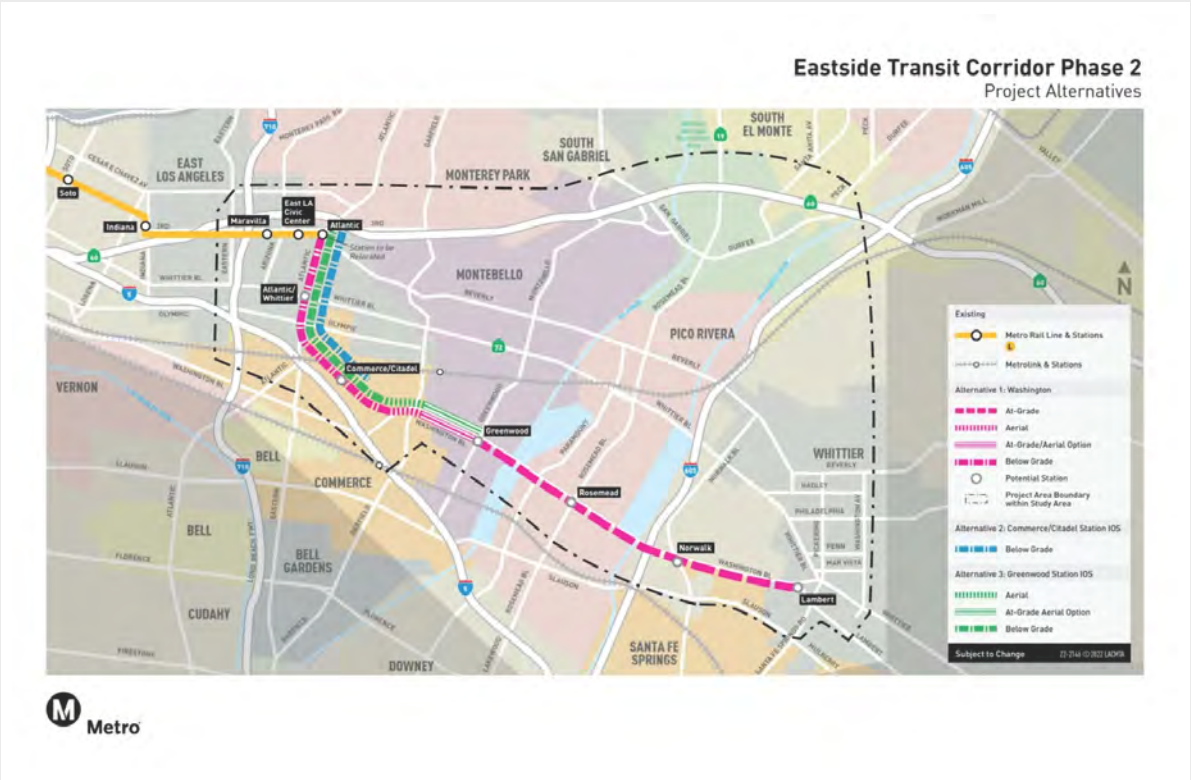
Hilda L Solis

HILDA L. SOLIS
Supervisor, First District

Reference Materials

Metro Board approves route for Eastside Transit Corridor Phase 2 light rail project

BY LA METRO , DECEMBER 5, 2022



The Metro Board approved the Locally Preferred Alternative (LPA) for the Eastside Transit Corridor Phase 2 Project, which will extend the Metro L (Gold) Line in phases from East Los Angeles to

Whittier.

The Metro Board chose staff's recommended Alternative 3 for the project's Initial Operating Segment (IOS), which will extend the Metro L Line further east from its current terminus at Pomona/Atlantic in East Los Angeles to Greenwood Station in Montebello.

The alternative chosen best meets the communities' needs by having fewer impacts related to construction, traffic, noise, and property acquisitions. This alternative also has more environmental benefits and provides additional regional connectivity.

The Board also approved the Lambert Station in Whittier as the terminus for the nine-mile project and authorized the preparation of the Final Environmental Impact Report (EIR) for the full project through the California Environmental Quality Act. Metro can now complete the EIR and make this project ready for construction by 2029 as programmed under the Measure M sales tax approved by L.A. County voters in 2016.

When built, the new line will serve the cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs and Whittier, and the unincorporated communities of East Los Angeles and West Whittier-Los Nietos. The Alternative 3 IOS approved by the Board is approximately 4.6 miles long and includes four stations. The LPA also includes maintenance and storage facility site options.

Three build alternatives have been studied extensively in the project's Draft EIR. Build alternatives consider the full project to Whittier and IOS that would construct the project in phases. Here is a quick summary of all the alternatives studied:

•Alternative 1 Washington: Extends L Line east from its terminus at Pomona/Atlantic to Lambert Road in Whittier.

•Alternative 2 IOS Commerce/Citadel: Extends L Line east from its terminus at Pomona/Atlantic to Commerce/Citadel.

•Alternative 3 IOS Greenwood: Extends L Line east from its terminus at Pomona/Atlantic to Greenwood Station in Montebello.

Design options were also studied, including an underground relocated station at Atlantic/Pomona or an underground open-air station. Other design options are aerial (elevated structure) or at-grade (or street-level) segments in Montebello, including an at-grade Greenwood Station.

The Eastside Transit Corridor Phase 2 is a rail extension anticipated to provide commuters in a high travel-demand corridor relief to the limited transportation systems currently available to them. In addition, the project will provide a connection to the regional transit network via the Regional Connector, a new Metro rail extension under construction in downtown Los Angeles that will open in the spring of 2023.

With the Connector, riders on the Eastside Gold Line will be able to ride the same train directly into the heart of downtown L.A. — instead of having to ride to Union Station and then transfer to the B/D (Red/Purple) Line subway.

Measure M allocates $6 billion for this project in two funding cycles. Cycle 1 allocates $3 billion for the Washington Alternative beginning in 2029 and Cycle 2 allocates $3 billion for the second alternative beginning in 2053. The second alternative is being evaluated through the San Gabriel Valley Transit Feasibility Study

(https://www.sgvcog.org/transit-study)).

For more information on the project, please call Metro at (213) 922-3012 or send an email to eastsidephase2@metro.net (mailto:eastsidephase2@metro.net). Information about the project is also available on Metro's website at www.metro.net/eastsidephase2 (http://www.metro.net/eastsidephase2).

QUOTES

"Our selection of the LPA represents a key milestone in the project's planning phase and will now allow us to complete the environmental work needed to get this vital transportation improvement project into construction," said Glendale City Council Member and Metro Board Chair Ara J. Najarian.

"The Eastside has been waiting a long time for this connection to the L Line that will serve a densely populated area of the county, offering equitable access to jobs and educational opportunities and providing economic benefits to surrounding communities," said Los Angeles County Supervisor and Metro Board Member Hilda L. Solis.

"It is important that we finally deliver this project all the way from East LA through Commerce to Pico Rivera and Whittier. This is just one more step in getting there and we will make this project happen as soon as possible, to deliver a one-seat ride for these communities to downtown LA and beyond," said LA County Supervisor and Metro Board Member Janice Hahn.

"I am pleased that the Board approved the Lambert Station in the City of Whittier as the terminus for this project. Like many Metro projects, the Eastside extension will be built in phases, and I look

forward to its completion to serve the residents of Southeast Los Angeles," said Whittier City Councilmember and Metro Board Member Fernando Dutra. "The Board also voted to aggressively pursue $150 million in statewide Major Project – Project Development Reserve funding for projects that expect to receive federal funding in the future. Our cities are eager to have multiple transportation options for their residents".

"We worked with all the communities along this corridor to ensure that we heard their concerns and needs and recommended the best possible alignment for the Eastside Transit Corridor. The locally preferred alternative will add rail connectivity and vastly improve transportation options in this corridor," said Metro CEO Stephanie Wiggins. "We look forward to continuing the work to improve transit connectivity for our Eastside communities."

SYSTEMIC SAFETY ANALYSIS REPORT / LOCAL ROAD SAFETY PLAN

Final Report - April 2023

MONTEBELLO SAFE TRAVEL

PREPARED FOR

City of Montebello

MARK THOMAS

2023 Montebello Safe Travel Plan

Systemic Safety Analysis Report / Local Roadway Safety Plan

Acknowledgements

The 2023 Montebello Safe Travel Plan (Plan) was funded through a grant provided by the California Department of Transportation (Caltrans). The City of Montebello, in collaboration with multidisciplinary partner agencies and stakeholders, collaborated to develop a Plan that increased roadway safety for people traveling within the city's roadway network. The study was managed by Homayoun Behboodi, Allen Cabanillas, and James Enriquez of the City's Department of Public Works, in coordination with a Stakeholder Working Group (SWG). A consulting team led by Mark Thomas assisted the City of Montebello and the SWG in preparing the plan.

Project Partners

Montebello Department of Public Works
- James Enriquez
- Homayoun Behboodi
- Allen Cabanillas
- Samantha Chenelia

Montebello Fire Department
- Craig Barker

Montebello Bus Lines
- Anthony Rodriguez
- Alex Gillman

Los Angeles Metro
- Jacob Lieb

Montebello Unified School District
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- Guillermo Hermosillo

Care Ambulance of Montebello
- Eddie Barnum

Montebello Bicycle Coalition
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- Mychal Loomis

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Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this section, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location identified or addressed in the reports, surveys, schedules, lists, or other data.

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Introduction

Executive Summary

The purpose of the 2023 Montebello Safe Travel Plan (Plan) is to provide a proactive approach to addressing safety needs for motorists, bicyclists, and pedestrians on City of Montebello managed roadways. The Plan is a living document which will be reviewed and updated accordingly during annual stakeholder meetings, and its development was funded by the California Department of Transportation (Caltrans).

As part of an ongoing effort to identify and implement roadway safety improvements, the Plan's intent is to:

1. Evaluate and plan for focused improvements on local highway safety needs
2. Maintain eligibility for future Highway Safety Improvement Program (HSIP) grant funding opportunities
3. Evaluate crash history affecting all transportation modes
4. Identify crash types and locations
5. Develop recommendations for improvements
6. Develop a Working Group with stakeholders representing multiple disciplines

System Safety Analysis Reports and Local Roadway Safety Plans have been proven to reduce fatalities on local roads in states that have implemented them, and this Plan's implementation will improve transportation safety for the City's residents and visitors.

Study Parameters

The Plan evaluates collision history and provides countermeasures for local, collector, and arterial roadways within the City of Montebello. The collision database is a compilation of collisions on City managed roadways between January 1st, 2015, and December 31st, 2019, and sources utilized for data collection included the Statewide Integrated Traffic Records System (SWTRS) and the Transportation Injury Mapping System (TIMS). Crashes that occurred on grade-separated freeways traveling through the City (Interstate 5 and State Route 60) have been excluded from the crash data. However, crashes reported at the ramp terminal intersections that are associated with grade-separated freeways and highways in the City are included in the analysis database. In total, 2,637 collisions occurred over the 5-year period, whereas a total of 51 (2.4%) resulted in either a fatality or severe injury.

LRSP Development Process

The project kicked off in December 2021 with a meeting between the City of Montebello Public Works Department staff and consultants. Here, the team discussed the City's vision and goals for the project, recent work efforts, project schedule, and approach toward the crash analysis, field reviews, and non-infrastructure program recommendations.

Stakeholder Working Group

The project created a Stakeholder Working Group (SWG) consisting of multi-disciplinary decision-makers and partners who have played a key role in the Plan's development, and the SWG furthered the development process by helping to plan, implement, and evaluate methods to achieve the Plan's Vision, Mission, and Goals.

SWG agencies were selected for their influence over the 4 E's of transportation safety and ability to coordinate specialized services for the City of Montebello within their respective agencies. Additionally, SWG representatives customized the Plan's non-infrastructure recommendation, timelines, and responsibilities according to staff and resource availability. Stakeholders will convene annually, at the request of the City of Montebello, to confirm the Travel Safety Plan's safety goals and direction.

A total of three SWG meetings occurred on February 16, March 9, and April 20, 2022, to review crash data, define the LRSP's Vision, Mission, and Goals, and organize non-infrastructure (NI) programs to address the emphasis areas. The SWG collaborated to define lead and support agencies, resources, communication methods, and implementation timelines for each NI program. Involvement and continued participation by the SWG members are documented through letters of support included in Appendix A.

Stakeholder Membership included representatives from the following organizations:

- Montebello Department of Public Works
- Montebello Fire Department
- Montebello Bus Lines
- Los Angeles Metro
- Montebello Unified School District
- Caltrans District 7
- Care Ambulance of Montebello
- Montebello Bicycle Coalition

Vision, Mission, and Goals

The LRSP's Vision, Mission, and Goals were developed through a collaborative process between City representatives and SWG members, and the resulting feedback identified the following:

Vision

A safe transportation system for all users and diverse modes of travel within the City of Montebello.

Mission

The City will ensure a safe and sustainable transportation system for all motorized and non-motorized users on all public roads in Montebello.

Goals

Implement proven safety solutions systemically to reduce fatal and severe crashes.

Reduce the share of KSI crashes to less than 1% by 2030. (2015-2019 avg = 1.0%).

Reduce the number of broadside crashes by 25% by 2030 (174 to 131, annually).

Increase DUI-enforcement operations by 20% by 2025.

Existing Safety Efforts

The City of Montebello has demonstrated a history of promoting safety and improving the transportation network by aligning it with the Safe Travel Plan.

Senior Efforts

The City of Montebello Senior Center offers Dial-A-Ride services to senior residents. The Senior Center works with the Montebello Bus Line Transportation Citizen Advisory Committee to work on passenger advocacy and senior public transportation safety.

Montebello Boulevard Bicycle and Pedestrian Improvement Project

The City was awarded funding from Metro for road improvements from Paramount Boulevard to Lincoln Avenue, which included pavement rehabilitation, street widening, bicycle and pedestrian improvements, drainage, landscape & irrigation, traffic signal modifications, and traffic channelization improvements.

Montebello Capital Improvement Program (2021)

The City of Montebello Public Works Department maintains and improves the City's infrastructure through the Capital Improvements Program (CIP). According to the FY 2021-2022 CIP budget, projects include street, intersection, and sidewalk improvements. Previous CIPs have also included other mobility projects such as ADA access ramp improvements.

Various Intersection Improvements Project, HSIP Cycle 7 (FY20-21)

The City of Montebello, Engineering Division, was awarded a grant in Cycle 7 of the Highway Safety Improvement Program (HSIP) to construct improvements at three intersections and one adjacent corridor within the City. The project includes traffic signal modifications at:

- Via Campo/Findlay
- Via Campo/Garfield
- Garfield/Whittier Blvd

Improvements include addition of protected and protected-permissive left-turn phasing for motor vehicles and re-organization of pedestrian crossing locations, accordingly. Additional improvements to roadway striping, markings, and signage were conducted along Via Campo east of Via Campo/Findlay intersection.

Montebello Hills Specific Plan (2015)

Montebello Hills Specific Plan was adopted in 2015 to plan for an infill residential development in northern Montebello, south of Montebello Boulevard and southwest of San Gabriel Boulevard, south of State Route 60. The plan ensures that infrastructure and public facilities appropriately serve the community by preserving open space, creating a range of housing options, creating walkable neighborhoods, and providing a variety of transportation options. A master circulation plan is included that outlines existing and proposed roads and improvements, as well as conceptual designs for street cross sections and roundabouts.

Montebello General Plan Circulation Element (1973)
The current Montebello General Plan, adopted in June 1973, includes a circulation element that identifies existing and proposed major thoroughfares in the city, describes the overall circulation in the city, and develops goals and objectives to improve the transportation network. The current circulation element does not include goals or policies referencing roadway safety. However, the City is in the process of updating the General Plan, which would include an updated Mobility Element and associated goals, policies, and actions.

Traffic Signal Synchronization
The City of Montebello is involved in a multi-agency effort, led by the County of Los Angeles, to provide traffic signal improvements that allow for synchronization of 21 traffic signals along the Beverly Boulevard (13 intersections), Olympic Boulevard (3 intersections), and Washington Boulevard (5 intersections).

Montebello Crossing Guard
The City of Montebello Police Department, in coordination with the Montebello Unified School District, have identified five locations as areas of need for crossing guards at various locations citywide. Through a Memorandum of Understanding (MOU) between the Police Department and the School District, the former supplies crossing guards at the five identified locations through a service vendor, while the latter supports the initiative through funding ten percent of the annual cost of services.

Safety Analysis

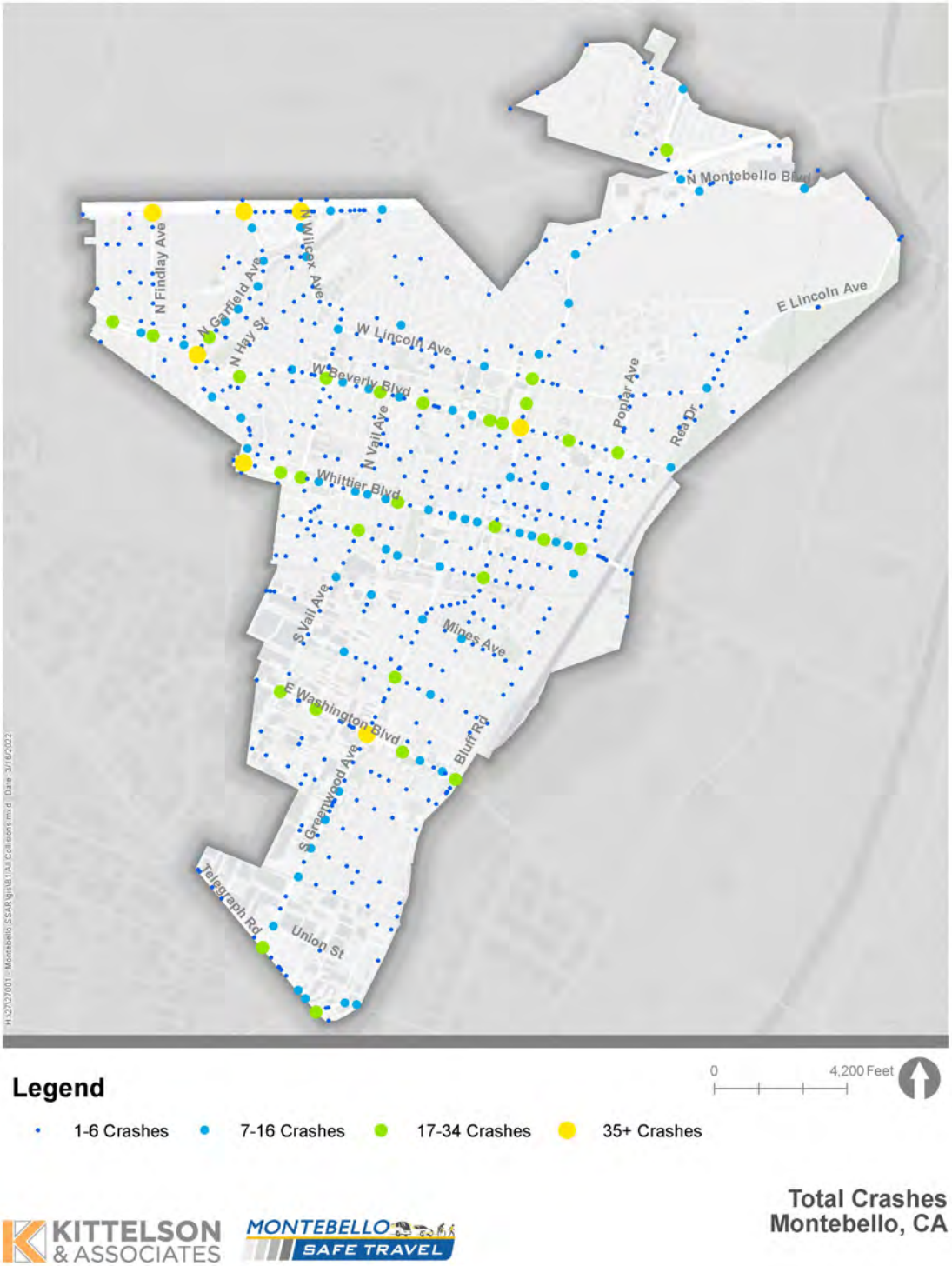
Data Collection

This Safe Travel Plan was developed using a data-driven approach toward identifying locations and behaviors contributing to collisions on the City's roadway network. A collision database was developed containing the most recent five years of reported crashes, representing January 1, 2015, through December 31, 2019, with data from California's Statewide Integrated Traffic Records System (SWITRS) and UC Berkeley's Transportation Injury Mapping System (TIMS).

When year 2020 crash data was obtained and evaluated, it was found that the City has significantly fewer reported crashes in 2020 than the prior four years, which may be due to lower traffic levels, different travel patterns during the COVID-19 pandemic, or crash data processing delays. As a result, year 2020 data was not included in the city-wide analysis, and in terms of recent years, 2015 through 2019 were the most reliable five years of data for analysis.

While SWITRS crash data is only partially geolocated, the UC Berkeley TIMS crash data is mostly geolocated. Reference data saved in each crash record for primary and secondary streets, and the distance and direction from each intersection was used to geocode and manually offset crashes. Additionally, crashes that occurred on grade-separated freeways traveling through the city (Interstate 5 and State Route 60) have been excluded from the crash data; however, crashes reported at the ramp terminal intersections associated with the City's grade-separated freeways and highways are included in the analysis database. Finally, duplicate records were identified and removed if multiple entries appeared to represent the same crash, as identified by inspection of crash details for entries with the same time and date. The final dataset includes 2,637 crashes from SWITRS/TIMS. The locations of all collisions are shown in Figure 1: Total Crashes on City of Montebello's Local Roadway Network, 2015-2019, below, and locations of fatal and severe injury collisions are shown in Figure 2: Total Fatal and Severe Injury Crashes on City of Montebello's Local Roadway Network, 2015-2019.

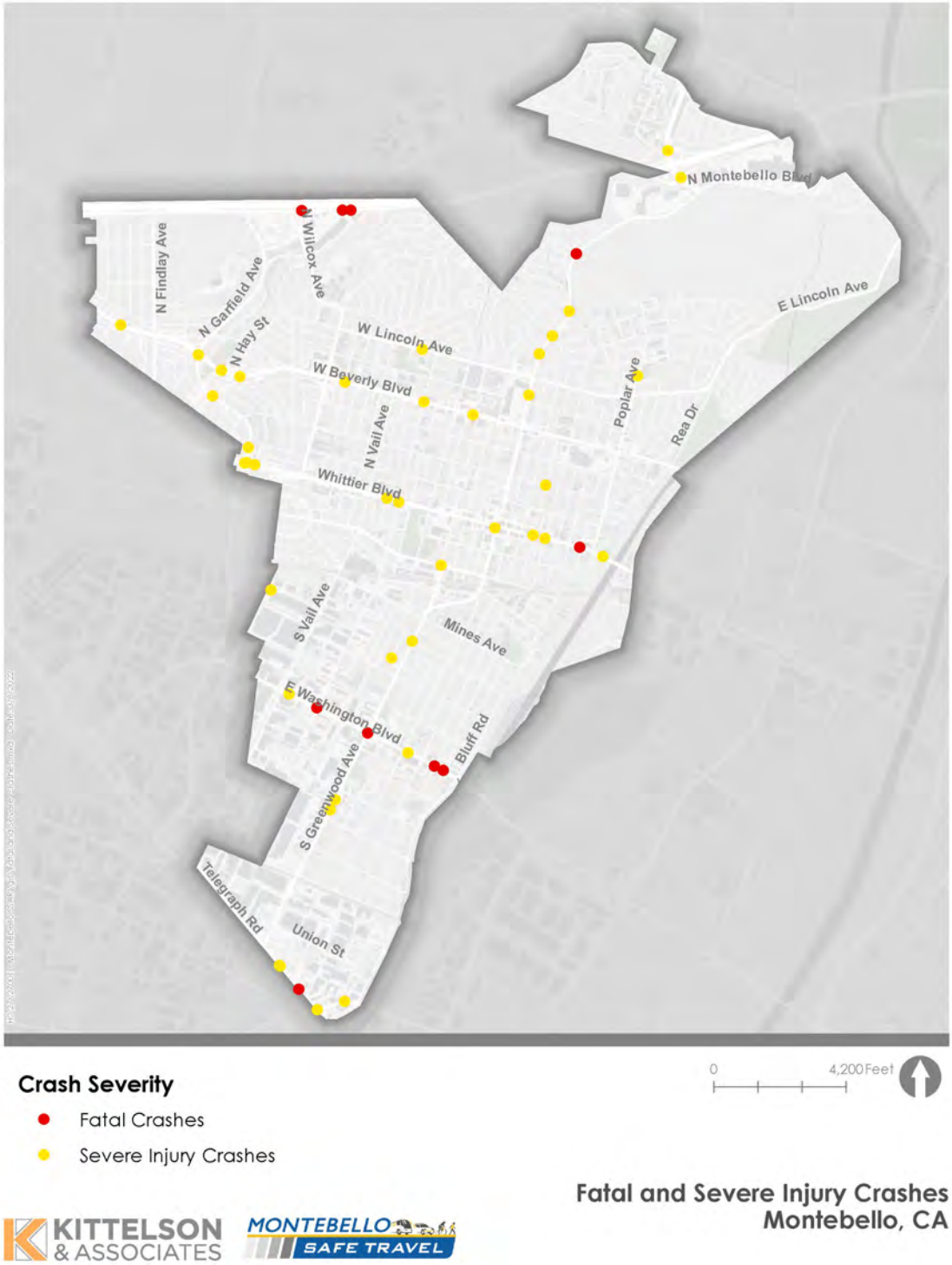
Figure 1: Total Crashes on City of Montebello's Local Roadway Network, 2015-2019



KITTELSON & ASSOCIATES MONTEBELLO SAFE TRAVEL

Total Crashes
Montebello, CA

Figure 2: Total Fatal and Severe Injury Crashes on City of Montebello's Local Roadway Network, 2015-2019



Crash Analysis Results

Crash Types and Primary Crash Factors

Of the 2,637 crashes reported in the City of Montebello, 51 resulted in a fatality or severe injury, averaging to 527 collisions and 10 fatalities/severe injuries per year. Over the five-year period, collision rates were lowest in 2016 and highest in 2018, but although 2018 experienced the highest volume of collisions, the total that resulted in an injury was lower than each year except for 2016. A summary of collision severity by roadway user is included in Table 1 Crash Severity by Road User Involved (2015-2019).

Broadside collisions—which are when a driver makes an improper turning move and is struck by another vehicle before the turn is completed—were the most frequent type of crash (33%) and appeared the most often in collisions that resulted in a fatality or severe injury (29%). These collisions are more likely to occur at unsignalized intersections and signalized intersections with unprotected left turns.

When isolating crash types for those resulting in a fatality or severe injury, pedestrian-involved collisions were found to account for 20% and 32%, respectively, which is an over-representation compared to the share in total crashes (5%). Pedestrians are recognized as one of the most vulnerable users of the roadway, as they are five times more likely to be killed or severely injured from a vehicle collision. Of these pedestrian-involved crashes, Pedestrian Violations were identified in the top three crash factors (14%) resulting in a fatal or severe injury, indicating the community may benefit from education on safe and legal pedestrian practices.

Improper turning was the most frequently cited crash factor (24%) and appeared in the top three crash category factors when isolating collisions resulting in a fatality or severe injury (14%). Improper turning can be addressed by improving visibility at crash-prone locations, incorporating protected left turns at signalized intersections, and driver education among other approaches.

Automobile Right-of-Way—which indicates a violation of California vehicle code 21800-21809, a proper yielding between two vehicles—represented 19% of all crashes and was the most common crash factor for fatal and severe injury crashes (18%). This crash factor can be addressed through promoting driver awareness of state laws and increasing driver compliance through educational initiatives.

Table 1 Crash Severity by Road User Involved (2015-2019)

Road User Involved	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Property Damage Only	Total Crashes
Vehicle-Vehicle or Vehicle-Other	4 (40%)	15 (37%)	239 (66%)	811 (85%)	1228 (97%)	2297 (87%)
Pedestrian-Involved	2 (20%)	13 (32%)	44 (12%)	76 (8%)	7 (0.6%)	142 (5%)
Bicyclist-Involved	1 (10%)	6 (15%)	52 (14%)	45 (5%)	15 (1%)	119 (5%)
Pedestrian- and Bicyclist-Involved	0 (0%)	0 (0%)	1 (0.2%)	1 (0.1%)	0 (0%)	2 (0%)
Motorcycle-Involved	3 (30%)	7 (17%)	28 (8%)	28 (3%)	17 (1%)	83 (3%)
Grand Total (% of total crashes)	**10 (0.4%)**	**41 (2%)**	**361 (14%)**	**958 (36%)**	**1267 (48%)**	**2637 (100%)**

Note: Percentages are the share of column and may not sum to 100% due to rounding and overlap in crashes
Source: SWITRS, TIMS, compiled by Kittelson, 2022.

Human Factors and Personal Attributes

The data indicates that crashes increase during standard morning and afternoon commute times, with the highest volume of crashes occurring between 5:00 pm and 6:00 pm (8% of all crashes). Due to the 2020 COVID-19 pandemic and increases in employees working from home, time-of-day crashes are likely to shift in upcoming years as less people commute to and from work.

Driving under the influence of drug or alcohol (DUI) caused 474 crashes (18%), 14 of which resulted in fatality or severe injury (27%). In order to reduce the rate of DUI-collisions, this typically requires non-infrastructure solutions such as changes in personal perspective regarding intoxicated driving rather than changes to roadway infrastructure.

A total of 574 crashes were reported as hit and run (22%), whereas 8 resulted in a fatality or severe injury (16%). However, hit and run collisions cannot be comprehensively understood from a Citywide analysis as each individual who fled the scene of a crash has unique reasons for their actions.

At least 27% of individuals involved in a crash were reported as using a cell phone at the time of the crash. This share may be underreported by responding officers as it is not usually feasible to prove someone was using a cellular device and parties involved may not report if they were. According to the National Safety Council, mobile devices are among the top distractions for drivers nationwide, and studies found that talking on cell phones increases risk of being involved in a crash by four times relative to baseline driving.

Detailed crash analysis around human factors, personal attributes, crash types, primary collision factors, and additional variables are included in Appendix B. Crash maps detailing the locations of crash occurrences are included as Appendix C.

Priority Locations

Using the Equivalent Property Damage Only (EPDO) network screening performance measure from the AASHTO *Highway Safety Manual (HSM)*, a network screening and systemic evaluation of Montebello's roadway network was completed to identify intersections and segments with the highest crash severity. The EPDO calculation was performed for all public roadway intersections and roadway segments using the weighting by crash severity shown in Table 2: Crash Weights by Severity and Location Type. Sample calculations of crash weights and severity by location type are included in Appendix D.

Table 2: Crash Weights by Severity and Location Type

Location Type	Fatal	Severe Injury	Other Visible Injury	Complaint of Pain	Property Damage Only
Signalized Intersection	199.55	119.55	10.70	6.08	1.00
Unsignalized Intersection	190.23	190.23	10.70	6.08	1.00
Roadway	164.66	164.66	10.70	6.08	1.00

A subset of 20 Priority Intersections was identified using the Annualized Crash Severity Scores (ACSS). Within Montebello, roadway segments generally have lower crash severity scores compared to

intersections, and roadway segments with the highest severity scores that were located near intersections already identified as priority intersections would likely be addressed with intersection improvements. The City of Montebello had previously identified a set of priority intersections in a 2018 analysis, all of which are included in Table 3: Priority Intersections Based on Annualized Crash Severity Score. Crash volumes by location, severity, and crash severity scores are included in Appendix E.

Needs Analysis

The City of Montebello is committed to supporting Federal and State justice initiatives and promoting equitable outcomes through programs, policies, and practices, including prioritization of roadway improvements in communities that have historically been disadvantaged. The Priority Intersections based on Annualized Crash Severity Score were studied to identify community burden and categorized as a Disadvantaged Community (DAC). Such communities are determined and identified by California Communities Environmental Health Screening Tool (CalEnviroScreen), median household income, qualification for free or reduced student lunches, California Healthy Place Index, areas of persist poverty, and historically disadvantaged communities. Maps illustrating DAC indicators and scores for the City of Montebello census tracts are included in Appendix F.

California Communities Environmental Health Screening Tool

California Communities Environmental Health Screening Tool (CalEnviroScreen) is a mapping tool developed by the Office of Environmental Health Hazard Assessment (OEHHA) to identify California communities that are disproportionally burdened by multiple sources of pollution, and where people are often vulnerable to the effects of pollution. CalEnviroScreen uses state and federal data on environmental, health, and socioeconomic information to produce scores for every census tract in the state of California. The scores are mapped to compare communities, whereas an area with a higher score experiences higher pollution burden than areas with lower scores. CalEnviroScreen addresses environmental justice by identifying communities with high pollution vulnerability and identifying communities sensitive to pollution. CalEnviroScreen is used to aid in administering environmental justice grants, promote compliance with environmental laws, prioritize site-cleanup activities, and identify opportunities for sustainable development.

California Disadvantaged Communities

California Senate Bill 535 (SB 535), signed into law in 2012, identifies disadvantaged communities in the state of California to allocate funding for local improvements from the state's Cap-and-Trade Program. The investments fund projects and programs that aim to reduce pollution, improve public health, quality of life and economic opportunity in California's most burdened communities. California Environmental Protection Agency (CalEPA) is responsible for identifying Disadvantaged Communities (DAC) based on geographic, socioeconomic, public health, and environmental hazard criteria.

Median Household Income

Socioeconomic indicators, such as median household income (MHI), are used to define DACs. Median household income is used as a measure of economic wellbeing of individuals and communities. MHI

provides information about the financial resources available to households, and is closely tied to employment levels, educational attainment, and health. DACs are defined as communities with an MHI of less than 80% of the statewide MHI and severely disadvantaged communities (SDAC) have an MHI of less than 60% of the State's MHI. Based on the current Census data, census tracts in city that are identified as DACs have a median income that is less than 80% of the statewide median household income of $78,672.

Student Qualification for Free or Reduced-Price Meals

The United States Department of Agriculture provides funding to support school meal and milk programs to assist schools, districts, and other non-profit agencies in providing nutritious school lunches to students. Students in the state of California may be eligible for one or more of the following programs for free or reduced-price meals: National School Lunch Program (NSLP), School Breakfast Program, Afterschool Meal Supplements under NSLP, Special Milk Program, Summer Food Service Program, and State Meal Program. Student qualification for the programs is administered by local educational agencies and is monitored by the California Department of Education. In California, students are eligible for free or reduced-price school meals if students are from households with incomes between 130 percent and 185 percent of the Federal poverty level, if the household participates in CalFresh or CalWORKS programs, and if the student experiences homelessness or is a foster youth. A community is identified as a disadvantaged community if at least 75% of public-school students in the area are eligible to receive free or reduced-price meals under the National School Lunch Program.

At least 75% of the student body of the following schools qualify for the National School Lunch Program:

High Schools	Middle School	Elementary School
Applied Technology Center	Eastmont Intermediate School	Fremont Elementary School
Montebello Community Day School	La Merced Intermediate School	Greenwood Elementary School
Montebello High School	Montebello Intermediate School	La Merced Elementary School
Schurr High School		Potrero Height Elementary School
Vail High School		Washington Elementary School
		Wilcox Elementary School

California Healthy Places Index

The Healthy Places Index (HPI) is a tool developed by the Public Health Alliance of Southern California providing a composite health score for each of the census tract in the state. The scores are calculated based on 25 health indicators including education, job opportunities, clean air and water, and other significant factors in life expectancy. The higher the score, the healthier the community and scores are converted to percentiles for statewide comparison. HPI scores compare the health and wellbeing of communities, identify health inequalities, and quantify factors that impact health. A census tract must

be in the 25th percentile or lower to qualify as a disadvantaged community. Data from Healthy Place Index may be used to prioritize investments, resources, and programs in neighborhoods most disproportionately impacted by health and racial inequalities.

Areas of Persistent Poverty

The categorization of an "Area of Persistent Poverty" was developed to support implementation of the Justice40 Initiative, a commitment from the Federal Government to deliver at least 40 percent of the overall benefits from Federal investments in climate and clean energy to disadvantaged communities. Meeting the definition of an "Area of Persistent Poverty" places a candidate or project in a more competitive standing for receiving federal funding related to various transportation and clean energy grants. An "Area of Persistent Poverty" is defined for the RAISE grant program by the 2021 Consolidated Appropriations Act. A project is located in an Area of Persistent Poverty for the RAISE grant program if:

1. Located in a County that has consistently had greater than or equal to 20 percent of the population living in poverty during the last 30-year period, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income and Poverty Estimates as estimated by the Bureau of the Census or,
2. Located in a Census Tract with a poverty rate of at least 20 percent as measured by the 2014–2018 5-year data series available from the American Community Survey of the Bureau of the Census, or
3. Located in any territory or possession of the United States.

Historically Disadvantaged Communities

The United States Department of Transportation developed indicators for historically disadvantaged communities to specify project areas for Justice40-covered grant programs. Historically disadvantaged communities include (a) certain qualifying census tracts, (b) any Tribal land, or (c) any territory or possession of the United States. The USDOT provides online mapping tools and data tables to assist applicants and identifying whether a project is located in a historically disadvantaged community. these tools are available online on the U.S. Department of Transportation's website.

Table 3: Priority Intersections Based on Annualized Crash Severity Score (ACSS)

#	Intersection	Traffic Control	ACSS	DAC	CalEnviroScreen
1	Garfield Ave/Whittier Blvd	Signalized	114.11	Identified	90.1, 73.2, 82.3
2	Beverly Blvd/Garfield Ave	Signalized	85.76	Identified	83.8
3	Greenwood Ave/Washington Blvd	Signalized	68.56	Identified	90.2
4	Findlay Ave/Via Campo	Signalized	60.17	Identified	83.8
5	Montebello Blvd/Washington Blvd	Signalized	58.13	Identified	90.2
6	Maple Ave & Washington Blvd	Signalized	56.41	Identified	90.2
7	Wilcox Ave/Via Campo	Signalized	53.90	Identified	89.6, 80.0
8	Beverly Blvd/21st Street	Unsignalized	49.21	Identified	87.2, 83.6
9	4th St/Washington Blvd	Unsignalized	48.68		69.0,
10	Vail Ave/Washington Blvd	Signalized	48.07	Identified	90.2, 96.6
11	Montebello Blvd/Victoria Ave	Signalized	47.34	Identified	83.6
12	Maple Ave/Whittier Blvd	Signalized	47.16	Identified	87.2
13	Bluff Rd/1st St/Whittier Blvd	Signalized	47.11	Identified	88.8, 94.6
14	Beverly Blvd/Maple Ave	Signalized	46.73	Identified	83.6
15	I-5 Fwy Off Ramp/Telegraph Rd	Unsignalized	46.17	Identified	99.1
16	Madison Ave/5th St	Unsignalized	44.23	Identified	94.6
17	Garfield Ave/Repetto Ave	Unsignalized	43.91	Identified	82.3
18	4th St/Whittier Blvd	Signalized	42.68	Identified	88.8, 94.6
19	Via Vista/Whittier Blvd	Unsignalized	42.62	Identified	82.3
20	Beverly Blvd/Bradshawe St	Signalized	42.48	Identified	83.8
21	Washington Blvd/5th St	Unsignalized	39.46		69.0
22	Poplar Ave & Eula Drive	Unsignalized	38.05	Identified	77.4
23	Montebello Blvd/Avenida de La Merced	Signalized	34.87	Identified	80.0
24	Howard Ave/Lincoln Ave	Signalized	9.13	Identified	80.0, 83.6

Comprehensive List of Countermeasures

Countermeasures are individual elements that can help improve a location's overall safety based on the types of collisions experienced over time and existing road characteristics. The challenging aspect of selecting countermeasures is identifying those that will have the greatest benefit for the specific area of interest. Since the selection of improper countermeasures can sometimes result in more harm than benefit, the proposed safety improvements must be reviewed to ensure that they will help reduce the likelihood of future crashes.

The list of countermeasures provided in the LRSM only includes those available in the Caltrans HSIP call for projects. These were the primary countermeasures under consideration for each location to gear the results towards the end goal of obtaining HSIP funding, but additional countermeasures were also considered. The countermeasures are sorted into two different categories: signalized intersections (S) and non-signalized intersections (NS).

Signalized Intersections

1. S01: Add intersection lighting. Providing lighting at the intersection itself, or both at the intersection and on its approaches, improves the intersection's safety during nighttime conditions by (1) making drivers more aware of the surroundings at an intersection, which improves drivers' perception-reaction times, (2) enhancing drivers' available sight distances, and (3) improving visibility of non-motorists. Intersection lighting is of particular benefit to non-motorized users as lighting not only helps them navigate the intersection but also helps drivers see them better.
2. S02: Improve signal hardware, lenses, back-plates with retroreflective borders, mounting, size, and number. This item is included specifically related to installation of the retroreflective borders to provide improved visibility of traffic signals, which is a new standard being employed by the state at all Caltrans-managed traffic signals.
3. S03: Improve Signal Timing (coordination, phases, red, yellow, or operation). Signalization improvements may include adding phases, lengthening clearance intervals, eliminating or restricting higher-risk movements, coordinating signals at multiple locations, and implementing resting state (rest in red) during off-peak travel periods. Understanding the corridor or roadway's crash history can provide insight into the most appropriate strategy for improving safety.
4. S07: Provide protected left turn phase (left turn already exists). Signalized intersections (with existing left turns pockets) that currently have a permissive left-turn or no left-turn protection that have a high frequency of angle crashes involving left turning, opposing through vehicles, and non-motorized road users can benefit from implementation of a protected left turn phase. A properly timed protected left-turn phase can also help reduce rear-end and sideswipe crashes between left-turning vehicles and the through vehicles as well as vehicles behind them. Protected left-turn phases are warranted based on such factors as turning volumes, delay, visibility, opposing vehicle speed, distance to travel through the intersection, presence of non-motorized road users, and the intersections' safety experience.

5. S08: Convert signal to mast art (from pedestal-mounted). Intersections currently controlled by pedestal mounted traffic signals (in medians and/or on outside shoulder) that have a high frequency of right-angle and rear-end crashes occurring because drivers are unable to see traffic signals in advance to safely negotiate the intersection. Intersections that have pedestal-mounted signals may have poor visibility and can result in vehicles not being able to stop in time for a signal change.
6. S10: Install flashing beacons as advance warning (signalized intersection). Increased driver awareness of an approaching signalized intersection and an increase in the driver's time to react. Driver awareness of both downstream intersections and traffic control devices is critical to intersection safety. Crashes often occur when the driver is unable to perceive an intersection, signal head, or the back of a stopped queue in time to react. Advance flashing beacons can be used to supplement and call driver attention to intersection control signs
7. S12: Install raised median on approaches. Raised medians next to left-turn lanes at intersections offer a cost-effective means for reducing crashes and improving operations at higher volume intersections. The raised medians prohibit left turns into and out of driveways that may be located too close to the intersection's functional area.
8. S17PB: Install pedestrian countdown signal heads. A pedestrian countdown signal contains a timer display and counts down the number of seconds left to finish crossing the street. Countdown signals can reassure pedestrians who are in the crosswalk when the flashing "DON'T WALK" interval appears that they still have time to finish crossing. Countdown signals begin counting down either when the "WALK" or when the flashing "DON'T WALK" interval appears and stop at the beginning of the steady "DON'T WALK" interval. These signals also have been shown to encourage more pedestrians to use the pushbutton rather than jaywalk
9. S20PB: Install advance stop bar before crosswalk (bicycle box). Adding advance stop bar before the striped crosswalk can enhance both pedestrian and bicycle safety. Stopping cars well before the crosswalk provides a buffer between the vehicles and the crossing pedestrians and allows for a dedicated space for cyclists, making them more visible to drivers.
10. S21PB: Modify signal phasing to implement a Leading Pedestrian Interval (LPI). This countermeasure is included for consideration at high pedestrian locations and near schools, parks, civic buildings, and other specific land uses. A leading pedestrian interval (LPI) gives pedestrians the opportunity to enter an intersection 3-7 seconds before vehicles are given a green indication. With this head start, pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn left. LPIs provide (1) increased visibility of crossing pedestrians, (2) reduced conflicts between pedestrians and vehicles, (3) increased likelihood of motorists yielding to pedestrians, and (4) enhanced safety for pedestrians who may be slower to start into the intersection.

Non-Signalized Intersections

11. NS03: Install signals. Traffic signals can be used to prevent the most severe type crashes (right-angle, left-turn). Consideration to signalize an unsignalized intersection should only be given after (1) less restrictive forms of traffic control have been utilized as installing a traffic signal often leads to increased frequency of crashes (rear-end) on major roadways and introduces congestion and (2) signal warrants have been met. Traffic signals have the potential to reduce the most severe type crashes but will likely cause an increase in rear-end collisions; hence, a reduction in overall injury severity is likely the largest benefit of traffic signal installation.
12. NS07: Upgrade intersection pavement markings. Intersection visibility and, thus, the ability of approaching drivers to perceive them can be enhanced by installing appropriate pavement delineation in advance of and at intersections, which will provide approaching motorists additional information at these locations. Providing visible stop bars on minor road approaches to unsignalized intersections can help direct drivers' attention to the intersection's presence. Drivers should be more aware that the intersection is coming up and, therefore, make safer decisions as they approach the intersection.
13. NS14: Install raised median on approaches. Effective access management is key to improving safety at, and adjacent to, intersections. Raised medians with left-turn lanes at intersections offer a cost-effective means for reducing crashes and improving operations at higher volume intersections. The raised medians also prohibit left turns into and out of driveways that may be located too close to the intersection's functional area.
14. NS18: Install left-turn lane (where no left-turn lane exists). Many collisions at unsignalized intersections are related to left-turn maneuvers. A key strategy for minimizing such collisions is to provide exclusive left-turn lanes and adding left-turn lanes remove vehicles waiting to turn left from the through-traffic stream reduces the potential for rear-end collisions. Because they provide a sheltered location for drivers to wait for a gap in opposing traffic, left-turn lanes may encourage drivers to be more selective in choosing a gap to complete the left-turn maneuver.
15. NS19PB: Install raised medians (refuge islands). Raised pedestrian refuge islands, or medians at crossing locations along roadways, are another strategy to reduce exposure between pedestrians and motor vehicles. Refuge islands and medians that are raised (i.e., not just painted) provide pedestrians more secure places of refuge during the street crossing. Adding pedestrian crossings can enhance pedestrian safety at locations noted as being problematic. Pavement markings delineate a portion of the roadway that is designated for pedestrian crossing, and these markings will often be different for controlled verses uncontrolled locations. The use of "ladder", "zebra," or other enhanced markings at uncontrolled crossings can increase both pedestrian and driver awareness to the increased exposure at the crossing. Incorporating advanced "stop" or "yield" markings provides an extra safety buffer and can be effective in reducing the 'multiple-threat' danger to pedestrians.
16. NS21PB: Install/upgrade pedestrian crossing at uncontrolled locations (flashing beacons, curb extensions, advanced "stop" or "yield" markings, and other safety features). Adding pedestrian crossings that include enhanced safety features can enhance pedestrian safety at locations noted as being especially problematic. The enhanced safety elements help delineate a portion of the roadway that is designated for pedestrian crossing and incorporating advanced "yield" markings provide an extra safety buffer and can be effective in reducing the 'multiple-threat' danger to pedestrians. Nearly one-third of all pedestrian-related crashes occur at or within 50 feet of an intersection.

Roadway Improvements

17. R14: Road Diet (Reduce travel lanes from 4 to 3 and add a two way left-turn and bike lanes). In addition to increasing bicycle safety, these bike lanes can improve the safety of on-street parking. Projects that only require new lane markings and minor signalization modifications will have relatively low cost and can be very effective and can be considered on a systematic approach. Often road diet projects need a sealcoat placed on the roadway to fully remove the old striping. Resurfacing projects should be considered as an opportunity to lower speeds by modifying striping (lane width, edge line, etc.).

Priority Safety Projects

Using the crash severity scoring and the City's previously identified priority locations, a total of 17 intersections were identified for some level of review to recommend applicable countermeasures. Three tiers of projects were identified: Level A being those scoring highest in crash severity and most likely to have feasible improvements that would benefit from some preliminary engineering design; Level B being those that scored high in crash severity or City-identified priorities and would benefit from a concept level idea of countermeasures; and Level C which had notable scores in crash severity and will be addressed through future construction related to the planned Los Angeles County Metropolitan Transportation Authority (Metro) L Line (Gold) Eastside Extension Phase 2 on Washington Boulevard. Figure 3: Priority Safety Projects Map illustrates the intersection locations within the City of Montebello. Level A and Level B priority locations are documented in Appendix G.

Review of the intersection geometrics, operations, and crash data was completed for each location to determine historical crash trends and potential countermeasures that address those as well as incorporate proactive safety measures. Tables detailing individual crash occurrences and locations at priority locations during the study period are included in Appendix H. For Level A and B locations, a field review was performed to observe traffic patterns and physical characteristics that further refined the appropriate countermeasure recommendations. Countermeasures have been identified (Appendix I) and planning-level concept plans were prepared (Appendix J) to aid in preparation of cost estimates (Appendix K). These resources were applied to calculate HSIP Benefit Cost Ratios at Priority A and B locations (Appendix L). The engineering concept development is provided to the City to position for future grant funding pursuits.

Countermeasures have been identified at the following locations by category:

A. Level A projects: Provision of 30% engineering concept plans and countermeasures:
    1. Beverly Boulevard/Garfield Avenue
    2. Maple Avenue/Whittier Boulevard
    3. Beverly Boulevard/Bradshawe Street
    4. Wilcox Avenue/Via Campo
    5. Beverly Boulevard/Maple Avenue
B. Level B projects: Provision of high-level concept plans and countermeasures:
    1. Beverly Boulevard/21st Street
    2. Montebello Boulevard/Avenida de la Merced
    3. Northbound I-5 Freeway Off-Ramp/Telegraph Road
    4. Bluff Road/Whittier Boulevard
    5. Lincoln Avenue/Howard Avenue
    6. Eula Drive/Poplar Avenue
C. Level C projects: Provision of list of recommended countermeasures
    1. Greenwood Avenue/Washington Boulevard
    2. Montebello Boulevard/Washington Boulevard
    3. Maple Avenue/Washington Boulevard
    4. Vail Avenue/Washington Boulevard
    5. 4th Street/Washington Boulevard
    6. 5th Street/Washington Boulevard

Figure 3: Priority Safety Projects Map

Level A Projects

A1 Beverly Boulevard and Garfield Avenue

Beverly Boulevard and Garfield Avenue is a signalized intersection surrounded by commercial land uses. This priority Level A location has an ACSS of 85.76, is located within a DAC, and a census tract with CalEnviroScreen score of 83.8.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including traffic signal modifications, raised center medians, median curbs, continental crosswalks with limit lines, and improvement to southeast curb turn radii.

Concept A1 is anticipated to

Cost $365,000[1] Save $8,349,611[2] Provide BCR of 22.88[3]

*Table 4 Countermeasure List for Priority Location A1 | Top 3 countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Protected Left Turn Phase	**S07**	**30%**
Install Raised Median on Approaches	**S12**	**25%**
Leading Pedestrian Intervals	**S21PB**	**60%**

[1] Includes environmental cost (25% of construction items not including PS&E), and construction engineering cost (10% of subtotal). Modifications may be made to maximize project funding for the City.

[2] Project savings is achieved by reducing potential future crashes due to the application of safety countermeasures. Total benefit savings account for the life of the safety improvement and historical crash data at the project site.

[3] Benefit Cost Ratio (BCR) is an indicator of the relationship between project costs and project benefits. BCR is determined by total benefits and total project cost.

A2 Maple Avenue and Whittier Boulevard

Maple Avenue and Whittier Boulevard is a signalized intersection surrounded by commercial land uses and Montebello Intermediate School on the Northwest corner. This priority Level A location has an ACSS of 47.16, is located within a DAC, and a census tract with CalEnviroScreen score of 87.2.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including traffic signal modifications, reconstruction of an existing raised median, upgrades to curb ramps for ADA-accessibility, and continental crosswalks with limit lines.

Concept A2 is anticipated to

Cost $318,300[1] Save $2,026,738[2] Provide BCR of 6.37[3]

*Table 5 Countermeasure List for Priority Location A2 | Top 3 countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	**S02**	**15%**
Install Pedestrian Countdown Signal Heads	**S17PB**	**25%**
Install Leading Pedestrian Intervals	**S21PB**	**60%**

A3 Beverly Boulevard and Bradshawe Street

Beverly Boulevard and Bradshawe Street is a signalized intersection surrounded by commercial land uses. This priority Level A location has an ACSS of 42.48, is located within a DAC, and a census tract with CalEnviroScreen score of 83.8.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including a new traffic signal with upgrades from the pre-existing, curb extensions/bulb-outs with high visibility treatments and ADA-accessible curb ramps, and continental crosswalks with limit lines.

Concept A3 is anticipated to

Cost $738,700[1] Save $6,870,223[2] Provide BCR of 9.30[3]

*Table 6 Countermeasure List for Priority Location A3 | Top 3 countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	**S08**	**30%**
Install Pedestrian Countdown Signal Heads	**S17PB**	**25%**
Install Leading Pedestrian Intervals	**S21PB**	**60%**

A4 Wilcox Avenue and Via Campo

Wilcox Avenue and Via Campo is a signalized intersection, surrounded by commercial land uses on the southerly corners and California Highway 60 with landscaped buffer zone on the northerly corners. This priority Level A location has an ACSS of 53.90, is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 89.5 and 80.0.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including traffic signal modifications, leading pedestrian intervals, and continental crosswalks with limit lines.

Concept A4 is anticipated to

Cost $266,600[1] Save $1,606,931[2] Produce BCR of 6.03[3]

*Table 7 Countermeasure List for Priority Location A4 | Top 3 countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Add Intersection Lighting	**S01**	**40%**
Improve Signal Hardware	**S02**	**15%**
Improve Signal Timing	S03	15%
Install Leading Pedestrian Intervals	**S21PB**	**60%**

A5 Beverly Boulevard and Maple Avenue

Beverly Boulevard and Maple Avenue is a signalized intersection surrounded by commercial land uses and residential land uses on the northwest corner. This priority Level A location has an ACSS of 46.73, is located within a DAC, and a census tract with CalEnviroScreen score of 83.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including new traffic signals and poles, traffic signal modifications, loop detector replacement, leading pedestrian intervals, continental crosswalks with limit lines, and shortening concrete center medians to provide extra space for crosswalks.

Concept A5 is anticipated to:

Cost $274,200[1] Save $6,621,900[2] Produce BCR of 24.15[3]

*Table 8 Countermeasure List for Priority Location A5 | Top 3 countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Provide Protected Left-Turn Phases	**S07**	**30%**
Install Pedestrian Countdown Signal Heads	**S17PB**	**25%**
Install Leading Pedestrian Intervals	**S21PB**	**60%**

Level B Projects

B1 Beverly Boulevard and 21st Street

Beverly Boulevard and 21st Street is a two-way stop-controlled intersection surrounded primarily by commercial land uses and one residential land use on the southeast corner. This priority Level B location has an ACSS of 49.21, is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 87.2 and 83.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including four continental crosswalks with limit lines, installation of pedestrian barricades, and removal of a pedestrian crosswalk across Beverly Boulevard, to redirect pedestrian traffic to the existing High-Intensity Activated crosswalk beacon (HAWK) at the Beverly Boulevard and 20th Street intersection less than 400-feet East. This location was not included in the HSIP BCR Analysis due to the recent installation of a HAWK Signal. Concept B1 is anticipated to provide a BCR of 497.05.

*Table 9 Countermeasure List for Priority Location B1 | Top countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Upgrade Intersection Pavement Markings	**NS7**	**25%**
Install/ Upgrade Pedestrian Crossing	**NS21PB**	**35%**

B2 Montebello Boulevard and Avenida de la Merced

Montebello Boulevard and Avenida de la Merced is a signalized intersection surrounded primarily by residential land uses and Taylor Ranch Park on the southwest corner. This priority Level B location has an ACSS of 34.87, is located within a DAC, and a census tract with a CalEnviroScreen score of 80.0.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including new signal hardware, signal modifications and upgrades, warning sign relocation and upgrades, leading pedestrian intervals, curb extensions, and continental crosswalks with limit lines.

Concept B2 is anticipated to:

Cost $469,300[1] Save $4,604,803[2] Produce BCR of 9.81[3]

*Table 10 Countermeasure List for Priority Location B2 | Top 3 countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	**S02**	**15%**
Provide Protected Left Turn Phase	**S07**	**30%**
Install Flashing Beacons as Advance Warning	**S10**	**30%**
Install Leading Pedestrian Intervals	S21PB	60%

B3 Northbound I-5 Freeway Off-Ramp and Telegraph Road

Northbound I-5 Freeway Off-Ramp and Telegraph Road is a one-way stop-controlled T-intersection bordered by commercial land uses to the East and Interstate 5 to the West. This priority level B location has an ACSS of 46.17, is located within a DAC, and a census tract with a CalEnviroScreen score of 99.1.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including raised medians within the center turn lane to organize vehicle flow, and conversion of the intersection from one-way stop to a signalized intersection. Coordination with Caltrans is required to determine applicable countermeasures for the location.

Concept B3-A in its entirety is anticipated to

Cost $675,900[1] Save $14,580,422[2] Produce BCR of 21.57[3]

*Table 11 Countermeasure List for Priority Location B3 | Top countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Install Signals	NS03	30%
Install Raised Median on Approaches	**NS14**	**25%**
Install Left-Turn Lane	**NS18**	**35%**

B4 Bluff Road and Whittier Boulevard

Bluff Road and Whittier Boulevard is a signalized intersection surrounded by commercial uses with one vacant lot on the southeast corner. This priority Level B location has an ACSS of 47.11, intersection is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 88.8 and 94.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including new signal hardware, signal modifications, loop detector replacement, new flashing beacon, and continental crosswalks with limit lines.

Concept B4 is anticipated to

Cost $358,600[1] Save $1,935,964[2] Produce BCR of 5.40[3]

*Table 12 Countermeasure List for Priority Location B4 | Top 3 countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Add Intersection Lighting	**S01**	**40%**
Improve Signal Hardware	S02	15%
Convert Signal to Mast Arm	**S08**	**30%**
Install Flashing Beacons as Advance Warning	S10	30%
Install Leading Pedestrian Intervals	**S21PB**	**60%**

B5 Lincoln Avenue and Howard Avenue

Lincoln Avenue and Howard Avenue is a signalized intersection surrounded by residential land uses. This priority Level B location has an ACSS of 9.13, is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 80.0 and 83.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including new signal hardware, signal modifications and upgrades, and continental crosswalks with limit lines. Reconfigured roadway striping on Lincoln Avenue has also been identified to address corridor collisions, such as unsafe speed, improper turning, and pedestrian right of way. Roadway reconfiguration will provide buffered bicycle lanes and reduce vehicle speeds.

Concept B5 is anticipated to

Cost $502,500[41] Save $5,095,879[2] Produce BCR of 10.14[3]

*Table 13 Countermeasure List for Priority Location B5 | Top 3 countermeasures shown in **bold text.***

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Provide Protected Left Turn Phase	**S07**	**30%**
Road Diet	**R14**	**30%**
Install Separated Bike Lanes	R33PB	45%
Install Leading Pedestrian Intervals	**S21PB**	**60%**

B6 Eula Drive and Poplar Avenue

Eula Drive and Poplar Drive is a one-way stop-controlled T-intersection, with an uncontrolled mid-block crossing, surrounded by residential land uses to the West and La Merced Elementary School to the West. This priority Level B location has an ACSS of 38.05, is located within a DAC, and a census tract with CalEnviroScreen score of 77.4.

In 2015, a head-on collision caused by a driver under the influence occurred at Eula and Poplar Drive, in proximity to La Merced Elementary School. The collision involved five individuals, three were youths ages 15 to 18. Review of crash history and existing roadway geometry have identified countermeasures to enhance improvements to pedestrian visibility and safety, especially on-foot school-related traffic, such as sidewalk extension, curb extension, RRFB with signage, ADA ramps, and a realigned crosswalk with shorter crossing distance. Improvements also include student loading zones for passenger vehicles and district school buses. Additional countermeasures to reduce alcohol/ drug related injuries and fatalities, referenced in Emphasis Area 5 of the report, include targeted enforcement in the presence of youths and educational programs about transportation risk behaviors.

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[4] Cost of striping is revised to $6,000 for the intersection. Assumed cost of striping for the entire corridor is $30,000.

Level C Projects

Recommendations for Level C locations were less tailored to the specifics of the intersection knowing that there are upcoming changes to Washington Boulevard, which is planned to for future construction related to the planned Los Angeles County Metropolitan Transportation Authority (Metro) L Line (Gold) Eastside Extension Phase 2. To efficiently dedicate resources to the City, recommended countermeasures were focused on pedestrian and bicycle improvements with the anticipation of increased activity to get to and from the new transit facilities. Vehicle operation recommendations were also included at certain locations based on crash data history or identified potential crash risks of the existing geometry or equipment. Each of the countermeasure recommendations should be considered in the redesign of Washington Boulevard and incorporated where feasible.

C1 Greenwood Avenue and Washington Boulevard

Greenwood Avenue and Washington Boulevard is a signalized intersection surrounded by commercial retail uses. This priority Level C location has an ACSS of 68.56, is located within a DAC, and a census tract with CalEnviroScreen score of 90.2.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including improved signal hardware, high-visibility crosswalks, leading pedestrian intervals, and pedestrian scale lighting.

Table 14 Countermeasure List for Priority Location C1

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Advanced Stop Bar	S20PB	15%
Install Leading Pedestrian Intervals	S21PB	60%
Install High-Visibility Crosswalks	NS21PB	35%

C2 Montebello Boulevard and Washington Boulevard

Montebello Boulevard and Washington Boulevard is a signalized intersection surrounded by commercial land uses. This priority Level C location has an ACSS of 58.13, is located within a DAC, and a census tract with CalEnviroScreen score of 90.2.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including pedestrian support facilities, traffic signal modifications, advanced warning flashing beacons, and advanced stop bars.

Table 15 Countermeasure List for Priority Location C2

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Advanced Stop Bar	S20PB	15%
Install Leading Pedestrian Intervals	S21PB	60%
Install High-Visibility Crosswalks	NS21PB	35%

C3 Maple Avenue and Washington Boulevard

Maple Avenue and Washington Boulevard is a signalized intersection bordered by commercial land uses. This priority Level C location has an ACSS of 56.41, is located within a DAC, and a census tract with CalEnviroScreen score of 90.2.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including traffic signal modifications, continental crosswalks with limit lines, leading pedestrian intervals, and corridor level speed management.

Table 16 Countermeasure List for Priority Location C3

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Advanced Stop Bar	S20PB	15%
Install Leading Pedestrian Intervals	S21PB	60%
Install High-Visibility Crosswalks	NS21PB	35%

C4 Vail Avenue and Washington Boulevard

Vail Avenue and Washington Boulevard is a signalized intersection surrounded primarily by industrial warehouses. This Level C location has an ACSS 48.07, is located within a DAC, and borders two census tracts with CalEnviroScreen scores of 90.2 and 96.6.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including pedestrian scale lighting, signal timing modifications, advanced stop bars, and continental crosswalks with limit lines.

Table 17 Countermeasure List for Priority Location C4

Countermeasure (CM)	CM Code	CRF
Improve Signal Hardware	S02	15%
Improve Signal Timing	S03	15%
Convert Signal to Mast Arm	S08	30%
Install Flashing Beacons as Advance Warning	S10	30%
Install Pedestrian Countdown Signal Heads	S17PB	25%
Install Advanced Stop Bar	S20PB	15%
Install Leading Pedestrian Intervals	S21PB	60%
Install High-Visibility Crosswalks	NS21PB	35%

C5 4th Street and Washington Boulevard

4th Street and Washington Boulevard is a one-way stop-controlled T-intersection surrounded by commercial and residential land uses. The priority Level C location has an ACSS of 48.68, is not located within a DAC, and a census tract with CalEnviroScreen score of 69.0.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including directional curb ramps with truncated domes, raised medians on approaches, and continental crosswalks with limit lines.

Table 18 Countermeasure List for Priority Location C5

Countermeasure (CM)	CM Code	CRF
Install Advanced Stop Bar	S20PB	15%
Install High-Visibility Crosswalks	NS21PB	35%

C6 5th Street and Washington Boulevard

5th Street and Washington Boulevard is a two-way stop-controlled intersection, with uncontrolled pedestrian crossings, surrounded by commercial land uses. The priority Level C location has an ACSS 39.46, is not located within a DAC, and a census tract with CalEnviroScreen score of 69.0.

Review of crash history and existing roadway geometry have identified countermeasures to enhance safety at the intersection including advanced warning signage, continental crosswalks with limit lines, directional curb ramps with truncated domes, and corridor level speed management.

Table 19 Countermeasure List for Priority Location C6

Countermeasure (CM)	CM Code	CRF
Install Flashing Beacons as Advance Warning	S10	30%
Install Advanced Stop Bar	S20PB	15%
Install High-Visibility Crosswalks	NS21PB	35%

Emphasis Area Strategies

The trends in City of Montebello's 5-year crash data analysis were compared to statewide crash patterns documented in the *California Safe Roads: 2020-2024 California Strategic Highway Safety Plan (SHSP)* to identify key areas for focused improvements. Out of 16 challenge areas outlined in the SHSP, three were found to be statistically significant, including Intersections, Pedestrians, and Aging Drivers. One change area, Commercial Vehicles, was notable though not statistically significant.

The four challenge areas confirmed by the Stakeholder Working Group (SWG), following presentation of Crash Analysis results, were identified in the LRSP as Emphasis Areas. The SWG also identified Bicyclists and Improving Incident Response as additional Emphasis Areas for the City of Montebello to investigate. The following section of this Safe Travel Plan outlines a total of six emphasis areas, goals, strategies, and partner agencies involved in increasing safety on the City of Montebello's local roads.

Emphasis Area 1: Intersections

Intersection crashes—crashes that occur within 250 feet of the intersection in the City of Montebello—were identified as a statistically significant challenge area compared to statewide trends in the SHSP. Crashes at intersections throughout Montebello generally had higher crash severity scores compared to roadway segments. Unsignalized intersections have a higher cost for fatal and severe crashes because fatal and severe crashes at these locations tend to result in more severely injured persons on average.

The crash analysis identified priority intersections using the annualized crash severity score, and from this data, the top scoring intersections were reviewed to determine priority locations. Establishing natural break points in the crash severity score, the top 20 intersections were identified.

Goals for Emphasis Area 1:

- Reduce annual intersection-related fatalities from 1.6 per year to 0.8 per year or fewer per year by 2030 (50% reduction).
- Reduce annual intersection-related injuries from 249 per year to 187 or fewer per year in 2030 (25% reduction).

Strategies for Emphasis Area 1:

Strategy 1.1 <u>Develop a system to track and evaluate countermeasure effectiveness at high-crash intersections:</u> The SSAR-portion of this Safe Travel Plan identifies countermeasure improvements at 17 intersections on the local roadway network. As the City of Montebello proceeds to implement the proposed strategies, City staff will implement a system to cross-compare the rate of both crashes and injury severity occurring pre- and post-treatment installation. This strategy will help to inform effectiveness of treatment types within the context of City of Montebello and provide guidance on best practices for Citywide roadway and intersection improvements. Brief descriptions of three evaluation methods are included below:

1. Observational B/A Studies: In observational B/A studies, traffic analysts gather and analyze data for the two periods before and after the implementation of a project. May or may not include linear or nonlinear traffic volume correction.
2. Experimental B/A Studies: In experimental studies, comparable sites of similar traffic volume and geometric features are randomly assigned to a treatment or a non-treatment group. The treatment is then implemented at the sites in the treatment group, and crash and traffic volume data are obtained before and after implementing the treatment.
3. Economic Effectiveness Evaluation: Utilization of Benefit/Cost (B/C) analysis, in which the expected change in crash frequency is converted to a monetary value, summed, and then compared to the countermeasure cost. Alternatively, in Cost-effectiveness evaluation, the observed change in crash frequency is compared directly to the actual construction cost.

Strategy 1.2 Create intersection safety checklists for existing conditions and new design: The City will develop an intersection safety checklist to identify and prioritize projects for improvements based on the intersection's current conditions. The checklist will be developed based on existing conditions at intersections with low-volume crash per traffic volumes and can evolve to provide greater citywide coverage and inclusion of identified emerging technologies and findings from Strategy 1.1. An example item for the checklist includes review of the flashing "don't walk" time provided for pedestrians at traffic signals. Brief descriptions of resources the City can reference are listed below:

1. Safety Performance for Intersection Control Evaluation (SPICE) Tool: The SPICE Tool is a macro-based, Microsoft Excel spreadsheet, to assess the safety performance of a variety of intersection geometry and control scenarios in terms of predicted crash frequency and severity.
2. Capacity Analysis for Planning of Junctions (CAP-X) Tool: The CAP-X Tool is a macro-based, Microsoft Excel spreadsheet, to assess the operational performance of a variety of intersection geometry and control scenarios in terms of volume to capacity ratio and multimodal accommodations.
3. FHWA's Systemic Safety Project Selection Tool: The Systemic Tool provides a step-by-step process for conducting systemic safety analysis; considerations for determining a reasonable distribution between the implementation of spot safety improvements and systemic safety improvements; and a mechanism for quantifying the benefits of safety improvements implemented through a systemic approach.

Strategy 1.3 Increase public awareness about the emergency notification system sign at rail grade crossings to alert the public on what to do in an emergency at the crossing: Four at-grade rail crossings exist in the City at Vail Avenue, Maple Avenue, Greenwood Avenue, and Montebello Boulevard. Between one and three crashes per year occurred within 250 feet of an at-grade rail crossing. While several crashes were reported close to rail crossings, only one fatal crash at Montebello Boulevard involved a train. This single collision occurred in 2016 and involved a pedestrian and a freight train. The collision was not included in the SWTIRS data; instead, information was gathered from news reports at the time of the crash. Stakeholder Working Group Members identified a need to address at-grade rail crossings during working group meetings. Strategy 1.3 aligns with the Stakeholder interest and California's SHSP Intersections Challenge Area Initiative 4.

Strategy 1.4 Expand the use of retroreflective backplates: Retroreflective backplates are added to traffic signal heads to improve visibility in both daytime and nighttime conditions. The treatment increases operational safety of signalized intersections and has the added benefit of increasing road user awareness of an upcoming intersection during power outages. Caltrans announced in 2021 plans to install the treatment at over 5,500 signalized intersections throughout the state and implementing the treatment at City-managed intersections will promote consistency of treatments throughout Montebello.

Strategy 1.5 Monitor and evaluate crashes and potential improvements around transit stops: Access to transit and other forms of public transportation is a valuable mobility service within the community; however, due to stop proximity to intersections and crosswalks, transit stops can impact passenger vehicle and pedestrian travel patterns creating conflict zones between vehicles and pedestrians. During the five-year study period (2015-2019), 92 crashes involved a bus (18% identified as "school bus" and 82% identified as general "bus"). The City can initiate a system to monitor and evaluate transit stops through a study that will assist in identifying improvements to benefit drivers, pedestrians, and cyclists. Areas of focus for monitoring and evaluation include, but are not limited to, accessibility of transit stops, crosswalk safety near stops, and the impact of stops on other transportation modes. The City, along with SWG, will identify locations of study, areas of improvement, and work with police department to identify and recommend GIS-based collision data software.

Emphasis Area 2: Pedestrians and Bicyclists

Pedestrian-involved crashes in the City of Montebello were identified as a statistically significant challenge area compared to statewide trends in the SHSP. Across the five study years (2015-2019), there were a total of 142 pedestrian-involved crashes, and it was found that pedestrian crashes are 5 times more likely to result in a fatal/severe injury than total reported crashes.

Stakeholder Working Group Members identified a need to address bicycle-involved collisions during working group meetings. Across the five study years (2015-2019), there were a total of 119 bicycle-involved crashes, and it was found that bicycle crashes are 3 times more likely to result in a fatal/severe injury than total reported crashes.

In both pedestrian- and bicycle-involved crashes, the most common age group reported includes ages 18 and under (27%). In bicycle-involved crashes, the age group 25-44 was equally as common (27%). Compared to drivers, pedestrians aged 45 and over are overrepresented, while bicyclists aged 18 to 24 years old are overrepresented in the data. Locations of all pedestrian-involved and bicycle-involved crashes are shown in Figure 4: Pedestrian- and Bicycle-Involved Collisions, 2015-2019.

Goals for Emphasis Area 2:

- Reduce annual pedestrian-involved collisions from 28 per year to fewer than 14 per year in 2030 (50% reduction).
- Reduce annual bicyclist-involved collisions from 24 per year to fewer than 12 per year in 2030 (50% reduction).

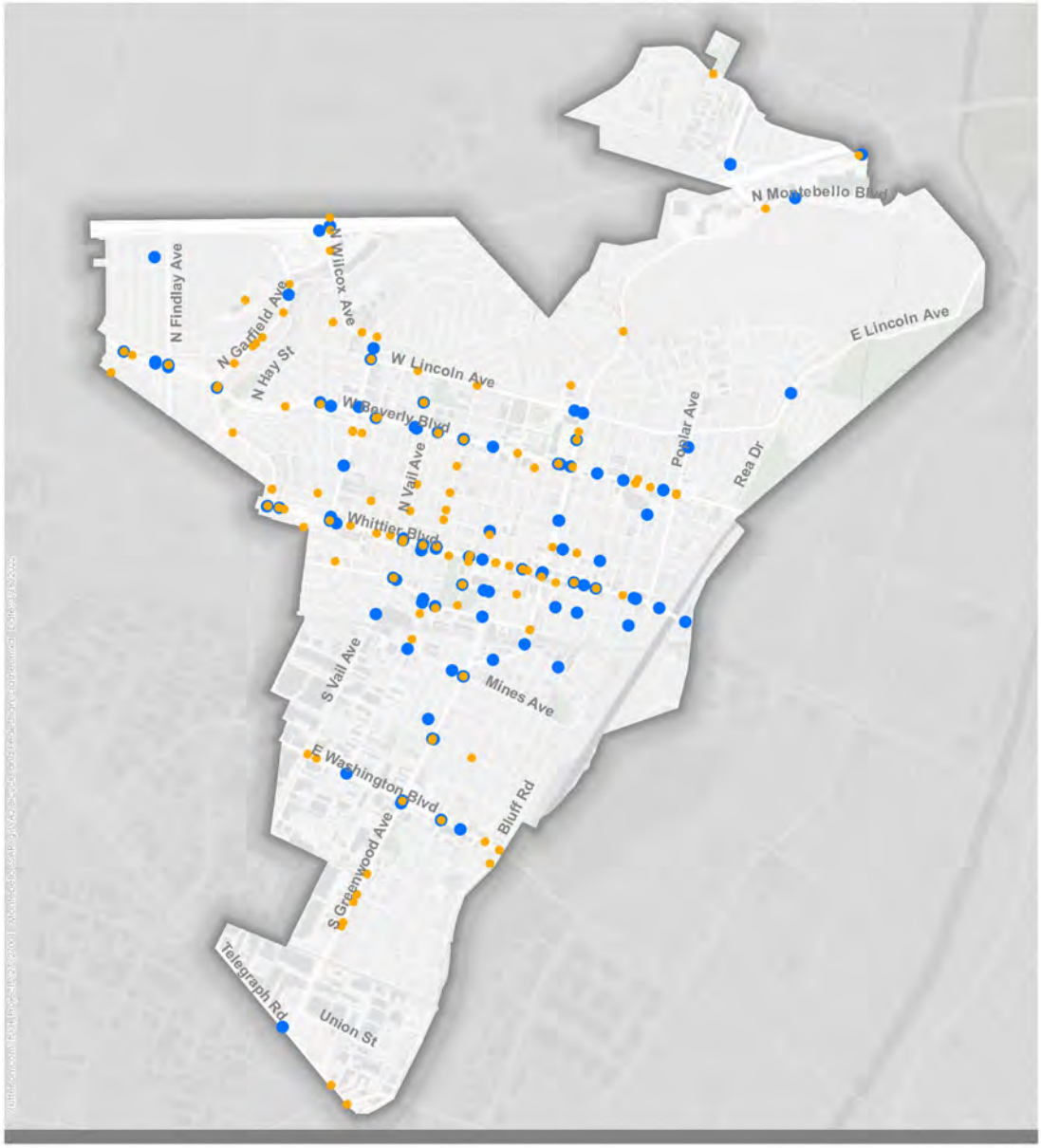
Strategies for Emphasis Area 2:

Strategy 2.1 <u>Conduct public education and outreach to motorists to raise their awareness of pedestrian and bicycle safety needs:</u> The City will initiate a public awareness campaign to increase driver awareness of pedestrian and bicycle safety laws and the importance of safety, due to vulnerabilities, while driving near pedestrians and bicyclists. Specific messaging within the campaign will be determined in a collaborative process by the stakeholder working group representatives.

Strategy 2.2 <u>Conduct periodic roadway safety assessments of locations with growing traffic and pedestrian volumes and locations:</u> Potential assessment locations include locations with documented pedestrian and bicycle safety issues, upcoming roadway or transit station improvement projects, and location identified by local feedback. Assessments will involve site reconnaissance to observe existing conditions and potential impromptu discussions with passerby and local business owners. Challenges for walking and bicycling identified in the assessments will be catalogued and further reviewed for potential infrastructure and non-infrastructure solutions.

Strategy 2.3	Identify opportunities for grant funding: Through roadway safety assessments in Strategy 2.2, the City will identify infrastructure improvement opportunities throughout the local roadway network. Regional, State and Federal grants are available to local agencies to implement improvements, such as the Metro Call for Projects, Highway Safety Improvement Program, Active Transportation Program, Senate Bill 1 Programs, Green California, Safe Streets and Roads for All (SS4A), and the Federal Infrastructure Investment Jobs Act (IIJA), among others.
Strategy 2.4	Adopt Citywide Complete Streets Policy: The City will develop and adopt a Complete Streets Policy to guide design on future roadway projects and developments ensuring high-quality mobility and access for pedestrians, bicyclists, transit riders, motorists, and other modes for people of all ages and abilities.

Figure 4: Pedestrian- and Bicycle-Involved Collisions, 2015-2019



Party Involved

- Pedestrian Involved
- Bicycle Involved

0 4,200 Feet

Bicycle and Pedestrian Crashes
Montebello, CA

KITTELSON & ASSOCIATES

MONTEBELLO SAFE TRAVEL

Emphasis Area 3: Aging Drivers

The volume of crashes involving Aging Drivers in the City of Montebello was identified as statistically significant compared to statewide trends in the SHSP. The Aging Drivers Challenge Area includes instances where the driver of a motor vehicle is 65 years or older, and across the five study years (2015-2019), there were a total of 358 crashes involving a driver of the age of 65 resulting in 192 injuries and 1 fatality. Locations involving a driver aged 65 and over are shown in Figure 5: Crashes Involving an Aging Driver 2015-2019.

In an article by BMJ Publishing Group's *Injury Prevention Journal* (2002), drivers over the age of 75 were found to have a fatality rate of 3.7 deaths per 100 million vehicle miles traveled (MVMT), a much higher rate than the nationwide average of 1.44 fatalities per 100 MVMT.

Goals for Emphasis Area 3:

- Reduce annual fatalities involving aging drivers 65 years or older from 0.2 per year to 0 (zero) per year in 2030.
- Reduce annual injuries involving aging drivers 65 years or older from 38 per year to fewer than 29 per year in 2030 (25% reduction).

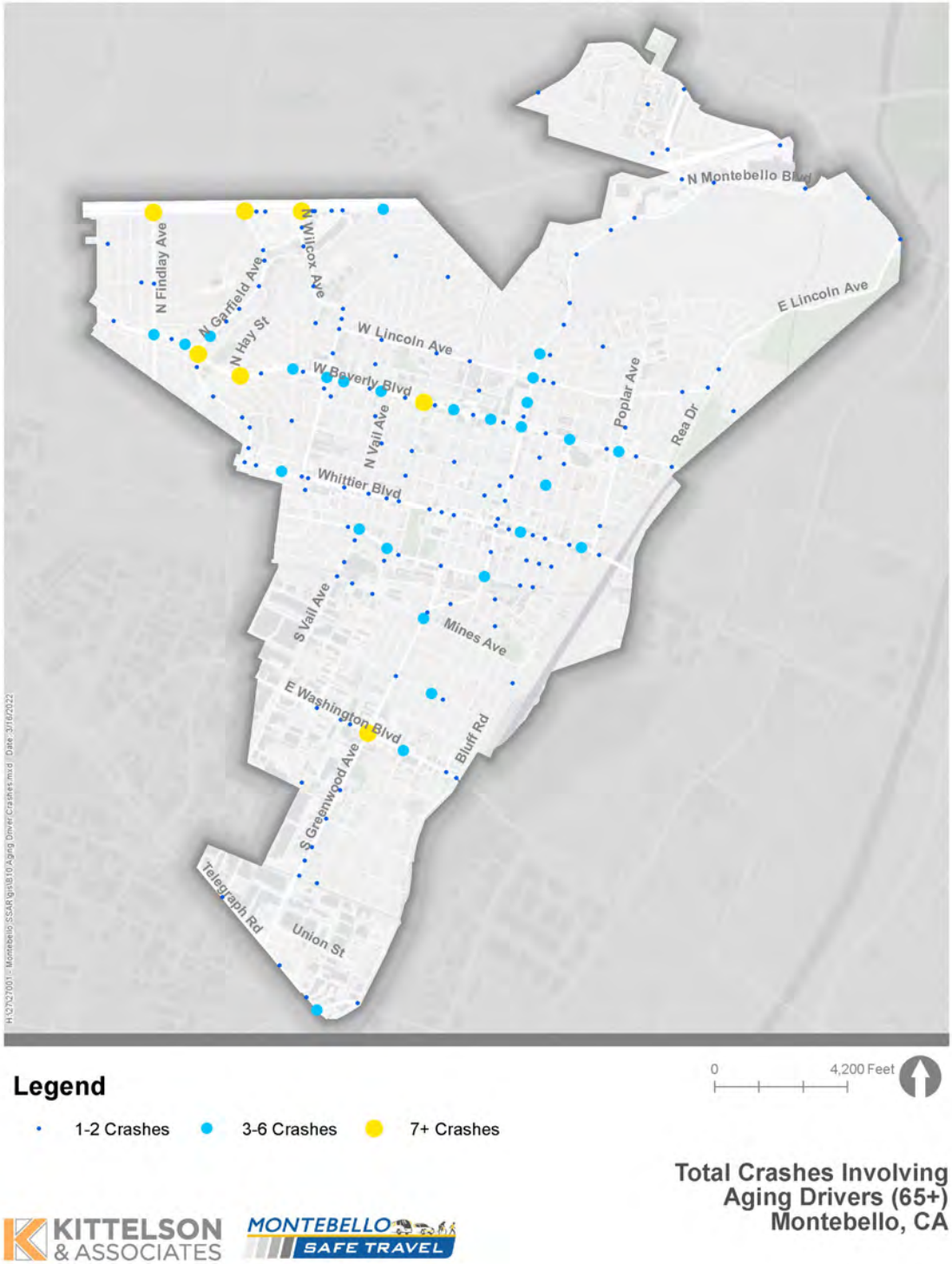
Strategies for Emphasis Area 3:

Strategy 3.1 Develop effective methods to identify at-risk older drivers: Visual processing impairment increases crash risk among older drivers. Many older drivers meet the legal requirements for licensing despite having vision impairments that elevate crash risk. In a 2003 study of aging drivers, participants who had received educational content on vision impairment were more likely to acknowledge that the quality of their eyesight was less than excellent, compared to the control group that received no educational content. The City of Montebello, through the Senior Citizen Center, will develop methods to identify at-risk older drivers through distribution of educational content and providing additional resources for maintaining mobility among the aging population.

Strategy 3.2 Develop enhanced training for emergency service personnel on the proper assessment and triage of older persons at crash scenes: Higher death rates per miles travelled among older drivers is not correlated to unsafe driving but rather a higher vulnerability to injuries that are potentially life-threatening. Triage systems are one of the key principles of accident management, in which patients are prioritized to provide them with proper services and treatments. The City of Montebello will coordinate with ambulance contractors to develop protocols prioritizing treatment and response for older populations involved in vehicle collisions.

Strategy 3.3 Incorporate the FHWA Older Driver and Pedestrian Guidelines into the local design guidelines: The *Handbook for Designing Roadways for the Aging Population* provides practitioners guidelines in the areas of roadway geometry, operations, and traffic control devices. The Handbook is available online at: http://safety.fhwa.dot.gov/older_users/#training.

Figure 5: Crashes Involving an Aging Driver 2015-2019



Total Crashes Involving Aging Drivers (65+) Montebello, CA

Emphasis Area 4: Commercial Vehicles

The volume of crashes involving a commercial vehicle, while not statistically significant, were notable within the City's crash history. The commercial vehicles challenge area includes instances where the collision involves a truck, truck tractor, school bus, or other bus. Montebello is a leading City in the trucking industry, with one of the nation's largest concentrations of railroad yards and freight handling equipment within miles of its boundaries, and higher concentrations of commercial vehicles on Montebello's roadway network introduces increased opportunities for vehicle-to-vehicle conflict. Within the study period (2015-2019), a total of 101 collisions involved a commercial vehicle. Locations of collisions involving a commercial vehicle are shown in Figure 6: Crashes Involving a Commercial Vehicle, 2015-2019.

Goals for Emphasis Area 4:

- Reduce citywide crash shares from 20 per year to less than 10 per year in 2030 (50% reduction)

Strategies for Emphasis Area 4:

Strategy 4.1 Operation Safe Driver Week: Operation Safe Driver Week is a campaign initiative occurring annually in July to increase safety on the roadway for both commercial vehicles and passenger vehicles. During this enforcement effort, officers throughout North America engage in heightened traffic, safety enforcement, and education aimed at combatting risky driving behaviors in both commercial motor vehicle drivers and passenger vehicle drivers. Key focuses of the 2021 campaign included following to close, speeding, and failure to obey traffic control devices. The initiative is designed to promote safe driving all year round, within a week-long focused effort by enforcement officers. The Commercial Vehicle Safety Alliance (CVSA) provides useful resources and training materials for distribution to the many businesses operating commercial vehicles on the local roadway network.

Strategy 4.2 Brake Safety Week: CVSA's Brake Safety Month and Brake Safety Week occur annually in the fall and is a campaign to encourage commercial vehicle drivers to thoroughly check all vehicle brake components. During this campaign, commercial motor vehicle inspectors conduct brake system inspections on large trucks and buses throughout North America to identify brake-system violations. System inspections help to ensure all commercial vehicles on the local roadway network are operating according to government regulations and can reduce collisions involving commercial vehicles.

Strategy 4.3 One-day brake safety enforcement initiative: This unannounced event can be held at any time during the year and involves inspectors checking brakes to identify brake violations. Inspections are conducted by enforcement officers during traffic stops to ensure brake safety compliance by commercial vehicles throughout the calendar year.

Figure 6: Crashes Involving a Commercial Vehicle, 2015-2019

Total Crashes Involving Commercial Vehicles Montebello, CA

Emphasis Area 5: Driving Under the Influence

Reducing rates of intoxicated driving is supported by creating cultural changes in perspectives around driving under the influence and through use of enforcement. During the study period (2015-2019), a total of 458 collisions occurred where a driver was under the influence of drug or alcohol resulting in 182 injuries and 5 fatalities. The City will increase enforcement efforts to reduce driving under the influence in the community and implement educational campaigns for cultural shifts toward traffic safety. Locations of collisions caused by driving under the influence are shown in Figure 7: Crashes Involving a Driver Under the Influence of Drug or Alcohol, 2015-2019.

Goals for Emphasis Area 5:

- Reduce annual alcohol/drug-related fatalities from 1.0 per year to less than 0.5 per year in 2030 (50% reduction).
- Reduce annual alcohol/drug-related injuries from 36 per year to less than 27 per year in 2030 (25% reduction).

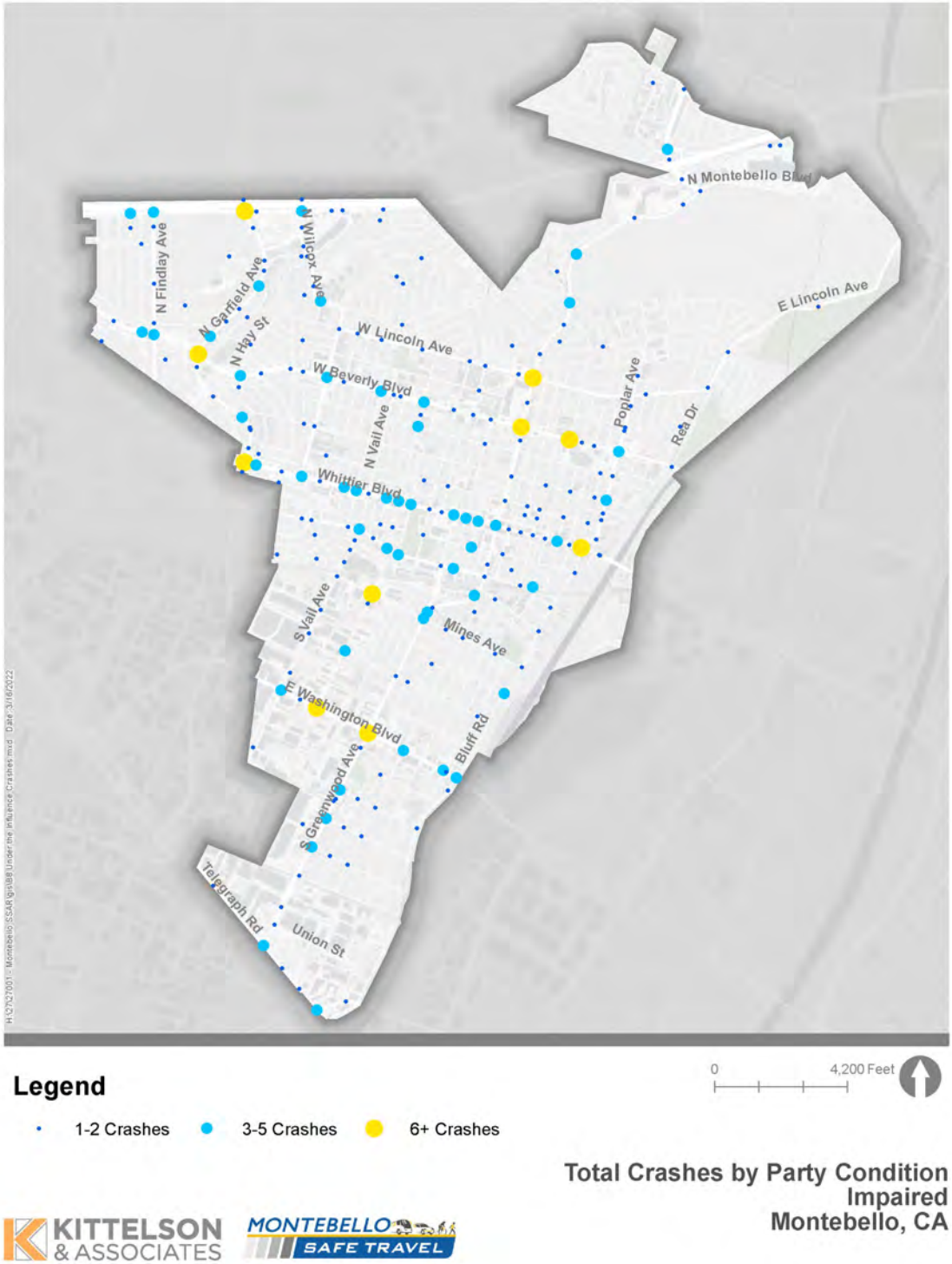
Strategies for Emphasis Area 5:

Strategy 5.1 Increase the number and effectiveness of sobriety checkpoints and targeted enforcement: A sobriety checkpoint is a roadblock set up by law enforcement officers to detect and deter intoxicated driving in locations where there is a high incidence of crashes and fatalities. The City Police Department will focus enforcement efforts on Holidays and typical timeframes of intoxicated driving, which include typical holidays such as Saint Patrick's Day, Cinco de Mayo, Fourth of July, and fall-winter holidays. The City may also examine opportunities in unannounced sobriety checkpoints in historically high DUI areas.

Strategy 5.2 Develop educational programs targeting specific audiences, such as middle-high school students, or the 18-to-34-year-old age group: Impaired driving can involve youths in cars, either as a passenger with the offender or as teen drivers. Students will learn about the consequences of underage drinking and driving and transportation risk behaviors. The National Highway Traffic Safety Administration (NHTSA) reported 16% of 15- to 18-year-old drivers involved in fatal crashes in 2019 had been drinking. Educational materials for adults will center around driver's responsibilities, hazardous road conditions, and the effects of alcohol and drugs.

Strategy 5.3 Create effective media campaigns in both visual and print media: December is National Impaired Driving Prevention Month with it being the deadliest for fatalities involving DUIs. The City will provide outreach to the community using messaging that upholds values around protecting neighbors, alternative options to driving under the influence, and the individual person/ financial risks of intoxicated driving. The City Police Department will identify areas of high DUI arrests to post visual signage. Campaigns can center around ridesharing or appointing a designated driver, and other forms of messaging within the campaign will be determined in a collaborative process by the stakeholder working group representatives.

Figure 7: Crashes Involving a Driver Under the Influence of Drug or Alcohol, 2015-2019



Total Crashes by Party Condition
Impaired
Montebello, CA

Emphasis Area 6: Improve Incident Response

Based on feedback from stakeholder meetings, there is interest in consistency and streamlined coordination among emergency responders in the City of Montebello. The National Center for Biotechnology Information (NCBI) cites communication failures as a significant contributor to the loss of life in a roadway accident. Technological areas for improvement include alerting platforms, geographical information systems, and street-level cameras that can continue to address communications issues for emergencies. Traffic incident handling restores the flow of traffic as safely and quickly as possible following a roadway incident. Through the efficient coordination of emergency services, the process to respond to a traffic incident can reduce the duration of traffic impacts and decrease the possibility of a secondary traffic crash.

A quantity of 66 crashes involving emergency responder services (EMS) vehicles was observed over the 5-year study period, indicating improvements to minimize the quantity of crashes between motorists and emergency responders is needed. Crash data includes motorists' crashing into parked EMS vehicles, and data does not discern if the responders were traveling to an incident with sirens and lights engaged (Code 3). The number of crashes involving emergency vehicles may indicate that there are right-of-way conflicts during emergency response. Adding pre-emption technology to traffic signals or discussing with emergency responders as to why these crashes are occurring may be informational to prevent future crashes involving emergency vehicles.

Goals for Emphasis Area 6:

- Reduce crashes with emergency responder services vehicles from an average of 11 per year to 5 per year by 2030 (55% reduction).
- Reduce crashes caused by construction as a roadway condition from 2.2 per year to 1.1 per year by 2030 (50% reduction).
- Increase average incident clearance time by 25% by year 2030.

Strategies for Emphasis Area 6:

Strategy 6.1 <u>Implement Traffic Signal Pre-Emption System:</u> Traffic signal pre-emption can change the traffic signal to red light illumination for conflicting traffic and provide green light illumination for approaching emergency responder services (EMS) staff when traveling rapidly to respond to a crash or incident. It is recommended the City pursue funding to implement technology to equip the traffic signals and EMS vehicles for emergency vehicle pre-emption. The implementation can be phased with prioritization along major corridors and within proximity to key facilities such as police and fire stations, and medical facilities providing emergency care.

Strategy 6.2 Participate in Crash Responder Safety Week annually in November: Crash Responder Safety Week is an initiative to commit passenger vehicles to safer driving practices for a safer work environment around emergency responders reporting to crash incidents on highways and local roads. Throughout the week, involved agencies will draw attention to the important work of first responders at the scene of roadway incidents, and the campaign celebrates the work of first responders while honoring those who have fallen in the line of duty. The City will support dissemination of the Traffic Incident Management (TIM) training to emergency response teams, which would be made available by the Federal Highway Administration. The City and involved agencies will disseminate daily campaign messaging throughout the week using social media, newsletters, and other outreach channels. Daily campaign messaging includes Slow Down - Move Over, Honoring Veterans, and Traffic Incident Awareness, among others.

Strategy 6.3 Incorporate guidance from the *Framework for Improving Cross-Sector Coordination for Emergency Preparedness and Response (Framework)*: Prepared by the Public Health and Law Enforcement Emergency Preparedness Workgroup (Workgroup), the Framework makes recommendations for action items that are intended to make cross-sectoral collaboration more feasible and productive without duplicating the many existing initiatives designed to streamline emergency preparedness and response. The Framework includes recommendations for improving data and resource sharing, as well as guidance for establishing Citywide guidelines and protocols between emergency responders. Involved agencies will review the Framework and identify opportunities to adopt applicable recommendations.

Strategy 6.4: Adopt the Work Area Traffic Control Handbook (WATCH): First adopted by the Colorado Department of Transportation, WATCH details policies and standards guidelines for common temporary traffic control zones in a work area. Deploying traffic control devices consistent with WATCH guidelines is effective in reducing crashes, expediting traffic flow, and improving public relations. WATCH outlines signage and detour considerations for first responders, pedestrians, bicyclists, and motorists as well as standards for road detour quality. Traffic control noted in WATCH ensures the safety of all parties, and the City and involved partners will deploy traffic control devices consistent with WATCH guidance.

Next Steps

The City of Montebello Public Works Department will coordinate among departments, local agencies, and organizations as needed to apply or co-apply for funding resources or grant opportunities. The City will advance strategies and continue partnership with stakeholders to implement the education, enforcement, engineering, and emerging technology strategies as needed to assist in implementing the vision and goals of this Safe Travel Plan.

Engineering improvements to local roads are implemented according to a typical schedule involving multiple phases, including but not limited to planning, environmental analysis, design, and construction. Funding must be acquired by the City to proceed with each phase of implementation which will influence the schedule. For example, the HSIP receives project applications only on even years. The strategies identified in this Safe Travel Plan will follow the typical schedule and any additional phases as needed to meet state and federal requirements.

This Safe Travel Plan will be a living document and will be updated as needed by the City of Montebello Public Works Department with input from the SWG representatives; these representatives will attend an annual meeting to confirm the LSRP's direction, process, and progress. Moreover, an annual SWG meeting will occur annually and a representative from each SWG organization will be invited to attend providing attendees with an opportunity to review status and weigh in upon upcoming year priorities.

The LRSP's goals will be evaluated as needed (at minimum, every 5 years) to measure success and progress toward the identified goals, to evaluate collision statistics, and to identify any new applicable goals that should be worked toward or arising collision trends.

Typical Schedule

Planning

City staff will develop short-term, medium-term, and long-term plans for implementation. The timeline for planning may be affected by available funding, environmental impacts, adoption in local, regional, and state planning documents, and may last 1-12 months.

Environmental Analysis

Environmental assessment or environmental impact statement is required for projects not qualifying for a categorical exclusion under the National Environmental Policy Act (NEPA). The timeline for environmental analysis is affected by the scope and complexity of the project.

Design

Design includes preliminary design, final design, right of way acquisition, and may last 1-36 months.

Construction

Construction schedules vary depending on inclement weather, availability of materials, and unforeseen discoveries. The phase may range from 1 to over 36 months.

Sustainable Communities Grants
(State–SB 1)
Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and City of Montebello, hereinafter referred to as **AGENCY**, will commence on (**Start Date**), or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt by **AGENCY** of Notice to Proceed by **CALTRANS** Contract Manager. This RGA shall expire on **(Add Date).**

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

I. **AGENCY** Resolution

II. Scope of Work and Project Cost and Schedule

III. Grant Application Guide

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

Now, Therefore, based upon the terms, covenants, and conditions, the parties agree as follows:

Section I

AGENCY Responsibility:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Responsibility:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

Parties' Mutual Responsibilities:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, and **AGENCY** will conduct transportation studies and planning within the project area described in **Attachment II**. The funds subject to this RGA must be (a) identified as available for a restricted grant in **CALTRANS**' budget and (b) for the purpose

of conducting transportation studies or planning and (c) to a **public** entity that is responsible for conducting transportation studies or planning.

2. Details of the Grant Program, Funds, Project, and Program Guidelines and the governing State and Federal law are fully described in **Attachment III** which is attached to and made a part of this RGA.

3. Under this restricted grant, funds may be only used for the purpose set forth in this RGA, Resolution **(Attachment I)**, Scope of Work and Project Cost and Schedule **(Attachment II)**, and the applicable Grant Application Guide (**Attachment III**), and funds may only be used for costs and expenses that are directly related to such purpose.

4. **AGENCY** shall perform all the duties and obligations described in (enter project title here), hereinafter "Project", subject to the terms and conditions of this RGA and the Approved Project Grant Application (Scope of Work and Project Cost and Schedule), which are attached hereto as **Attachment II**.

5. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.

6. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with California Senate Bill No. 1 (SB-1) (Chapter 5, Statutes of 2017), also known as the Road Repair and Accountability Act of 2017, including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the applicable Grant Application Guide (**Attachment III**).

California Government Code Section 14460(a)(1) provides: "The department **[CALTRANS]**, and external entities that receive State and Federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable State and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

In case of conflict between any applicable Federal, State, and Local laws, regulations, and ordinances, and/or any applicable policies, procedures, or published manuals of either **CALTRANS** or **AGENCY**, the order of precedence of the applicability of same to this RGA shall be established in this order: 1) Federal laws and regulations; 2) California laws and regulations; 3) **CALTRANS** policies, procedures, and published manuals; 4) Local ordinances; and 5) **AGENCY** policies, procedures, and published manuals. This RGA may not include any Federal funds.

7. Project funding is as follows:

Fund Source: STATE	**Fund Source: AGENCY**				**Total Project Cost**
Road Maintenance and Rehabilitation Account (RMRA) State (SB 1) Grant Funds	**Local Match (Cash)**	**Local Match (In-Kind)**	**Total Local Match**	**% Local Match**	

$X,XXX.XX	$X,XXX.XX	$X,XXX.XX	$X,XXX.XX	XX.XX%	$X,XXX.XX

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

8. This RGA is exempt from legal review and approval by the Department of General Services (DGS), pursuant to applicable law.

9. Notification of Parties

a. **AGENCY's** Project Manager for Project is (NAME AND PHONE NUMBER).

b. **AGENCY's** Financial Manager for the Project is (Project Representative name) (Name, Email and Phone Number).

c. **CALTRANS'** Contract Manager is (Contract Manager's Name) (Name, Email and Phone Number). "Contract Manager" as used herein includes his/her designee.

d. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

(**AGENCY** Name)
Attention: (Project Manager Name), (Project Manager Title)
Phone Number: (XXX) XXX-XXXX
Email:
Address
City, State Zip

California Department of Transportation
(District/Division)
Attention: (Contract Manager), (Contract Manager Title)
Phone Number: (XXX) XXX-XXXX
Email:
Address
City, State Zip

10. Period of Performance

a. Reimbursable work under this RGA shall begin no earlier than on (Insert start date), following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on (Insert end date).

b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by **CALTRANS** Contract Manager.

11. Changes in Terms/Amendments

This Agreement may only be amended or modified during the period of performance by mutual written agreement of the parties. Any proposed modification to this agreement that requires a formal amendment must be submitted by AGENY to CALTRANS no less than 90 days prior to the expiration of this RGA.

12. Cost Limitation

a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **$X,XXX.XX**.

b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered in accordance with the provisions of this RGA and as authorized by **CALTRANS** Contract Manager at or below that fund limitation established herein.

13. Termination

a. If the applicable law and the Grant Program guidelines provide for such termination, **CALTRANS** reserves the right to terminate this RGA for any or no reason upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with **PROJECT** work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.

b. This RGA may be terminated by either party for any or no reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination.

c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for **PROJECT** costs in accordance to the terms of this RGA. Failure to submit accurate invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

14. Budget Contingency Clause

a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA and do not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

b. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

15. Payment and Invoicing

AGENCY, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

a. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Project Work. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and,

including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Paragraph 17d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Paragraph 12a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.

c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: https://travelpocketguide.dot.ca.gov/.

   Also see website for summary of travel reimbursement rules.

d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears for completion of milestones in accordance with the Project Cost and Schedule in **Attachment II** to the satisfaction of the **CALTRANS** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS** Contract Manager at the following address, as stated in **Section III–Notification of Parties, Item 9c**. One-time lump sum invoices for the grant amount is not allowed.

e. Invoices shall include the following information:

   1) Names of the **AGENCY** personnel performing work

   2) Dates and times of Project Work

   3) Locations of Project Work

   4) Itemized costs as set forth in **Attachment II**, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient, or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, sub-recipient, and subcontractor invoices.

f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III–Termination, Paragraph 13**.

g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.

h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has 60 days after that Expiration Date to make final allowable payments to Project contractors or vendors and submit the Project's Final Product(s) as defined in **Attachment II** and a final accurate invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices.

16. Local Match Funds

a. **AGENCY** shall contribute not less than its specified local match amount toward the services described herein by the grant expiration date identified in Paragraph 1 of this RGA. **AGENCY** can provide less than their percentage local match contribution in each invoice submittal, but **AGENCY** must fully satisfy the local cash and in-kind match amount and percentage identified in **Section III, Paragraph 7,** with the final invoice.

b. If Agency fails to provide the contractual local match identified in **Section III, Paragraph 7**, it is grounds for contract termination as identified in **Section III, Paragraph 13**.

17. Quarterly Progress Reporting

AGENCY shall submit written progress reports to **CALTRANS** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

18. Cost Principles

a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to the extent applicable.

c. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified the estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf.

d. **AGENCY** agrees and shall require that all its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety.

19. Repayment of Unallowable Costs

Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

20. Americans with Disabilities Act

By signing this Agreement, **LOCAL AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

21. Iran Contracting Act

The proposed Contractor must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010, https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses, before the contract has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the contract.

22. Indemnification

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors, under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless, **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.

23. Nondiscrimination Clause (2 CCR 11105 Clause b)

a. During the performance of this RGA, the **AGENCY**, contractors, subrecipients, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual

orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.

c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

d. **AGENCY** and contractors, sub-recipients, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the RGA.

24. Retention of Records/Audits

a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors, and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the Federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7**, AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United

States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.

d. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

e. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs.

f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

25. Adjudication of Facts in Disputes

a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.

b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

c. Voluntary Resolution: Reference to Other Means of Resolution. In recognition of the government-to-government relationship of the **AGENCY** and **CALTRANS**, the parties shall make their best efforts to resolve disputes that occur under this RGA by good faith negotiations whenever possible. Therefore, without prejudice to the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the parties hereby establish a threshold requirement that disputes between the **AGENCY** and **CALTRANS** first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this RGA, as follows:

1) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.

2) The parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than 10 days after receipt of the notice, unless both parties agree in writing to an extension of time.

3) If the dispute is not resolved to the satisfaction of the parties within 30 working days after the first meeting, then either party may seek to have the dispute resolved by alternative dispute resolution methods, including, but not limited to, non-binding arbitration, mediation, or the use of a technical advisor.

4) Disagreements that are not otherwise resolved by mutually acceptable means as provided herein may be resolved in the Superior Court of the State of California located within the same county where a Project is located. The disputes to be submitted to the court include

claims of breach or violation of this RGA. This RGA shall be interpreted under the laws of the State of California without regard to any conflict of laws' provisions. In no event may **AGENCY** be precluded from pursuing any arbitration or judicial award or remedy against **CALTRANS** on the grounds that **AGENCY** has failed to exhaust its state administrative remedies. The parties agree that, except in the case of imminent threat to public health or safety, reasonable efforts will be made to explore alternative dispute resolution avenues prior to initiating judicial proceedings.

26. Third-Party Contracts

a. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY**'s laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services.

   Resources for Third Party Contracts, which are not inconsistent with this **Paragraph 25, Third Party Contracts**:

   1) Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code)
   2) State Contracting Manual (SCM), Chapter 5
   3) Local Assistance Procedures Manual (LAPM)Chapter 10

b. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** subrecipients, contractors, and subcontractors. Copies of all agreements with subrecipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.

c. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

d. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Paragraph 15(e)(4), above**.

e. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors will be allowable as **PROJECT** costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Paragraph 15c, above**.

27. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all the following:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a Drug-Free workplace;

3) Any available counseling, rehabilitation, and employee assistance programs; and

4) Penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:

1) Will receive a copy of the company's Drug-Free Policy Statement; and

2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

D. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future State contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

28. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

29. State-Owned Data

a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.

4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.

6) Notify **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.

c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

30. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this RGA, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, subrecipients, contractors, and subcontractors, subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

31. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

32. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web

Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

33. Project Close Out/Final Product

a. **AGENCY** will provide an electronic version, preferable ADA accessible, of the Final Product(s) to the **CALTRANS** Contract Manager.

b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

34. Ownership of Proprietary Property

a. Definitions

1) **Work**: The work to be directly or indirectly produced by **AGENCY** under this RGA.

2) **Work Product**: All deliverables created or produced from **Work** under this RGA, including but not limited to, all **Work** and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this RGA and during a period of six (6) months after the termination thereof, which relates to the **Work** commissioned or performed under this RGA. "**Work Product**" includes all deliverables, inventions, innovations, improvements, or other works of authorship **AGENCY**, its subrecipients, a third-party contractor or subcontractor may conceive of or develop in the course of this RGA, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

3) **Inventions**: Any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor, and/or subrecipient, and/or the **AGENCY's** contractor, subcontractor, and/or subrecipient's employees with one (1) or more employees of **CALTRANS**, during the term of this RGA and in performance of any Work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of **Work** issued under this RGA.

b. Ownership of Work Product and Rights

1) **Copyright Ownership of Work Product:** Except in regard to Pre-existing Works, all **Work Product** derived by the **Work** performed by the **AGENCY**, its employees, or by any of the **AGENCY's** contractor's, subcontractor's, and/or subrecipient's employees under this RGA, shall be owned by **CALTRANS** and **AGENCY** and shall be considered to be works made for hire by the **AGENCY** and **AGENCY's** contractor, subcontractor, and/or subrecipient for **CALTRANS** and **AGENCY**. **CALTRANS** and **AGENCY** shall own all United States and international copyrights in the **Work Product**.

As such, all **Work Product** shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation and **AGENCY**. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation and **AGENCY**. All Rights Reserved.

2) **Vesting of Copyright Ownership**: **AGENCY**, its employees, and all of **AGENCY's** contractor's, subcontractor's, and subrecipient's employees, agrees to perpetually assign,

and upon creation of each Work Product automatically assigns, to **CALTRANS** and **AGENCY**, its successors, and assigns, ownership of all United States and international copyrights in each and every **Work Product**, insofar as any such **Work Product**, by operation of law, may not be considered work made for hire by the **AGENCY's** contractor, subcontractor, and/or subrecipient from **CALTRANS**. From time to time, **CALTRANS** and the **AGENCY** shall require its contractors, subcontractors, and/or subrecipients and their respective employees to confirm such assignments by execution and delivery of such assignments, confirmations, or assignment, or other written instruments as **CALTRANS** and the **AGENCY** may request. **CALTRANS** and the **AGENCY**, its successors, and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for **Work Product**. **AGENCY** shall require contractors, including subcontractors, to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the **Work**.

c. Inventions

1) Vesting of Patent Ownership: AGENCY agrees to require subrecipients, contractors, subcontractors, and their respective employees, to assign to **CALTRANS** and **AGENCY**, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent ownership rights and the right to claim all rights or priority there under, and the same shall become and remain **CALTRANS'** property regardless of whether such protection is sought. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall promptly make a complete written disclosure to **CALTRANS** of each Invention not otherwise clearly disclosed to **CALTRANS** in the pertinent **Work Product**, specifically pointing out features or concepts that the **AGENCY**, its employees, and/or **AGENCY's** contractor, subcontractor, and/or subrecipient believes to be new or different. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall, upon **CALTRANS** and **AGENCY's** request and at **CALTRANS** and **AGENCY's** expense, cause patent applications to be filed thereon, through solicitors designated by **CALTRANS** and **AGENCY**, and shall sign all such applications over to **CALTRANS** and **AGENCY**, its successors, and assigns. The **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient shall give **CALTRANS** and **AGENCY** and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as **CALTRANS** and **AGENCY** may consider necessary or appropriate to carry out the intent on this RGA.

2) Agency: In the event that **CALTRANS** and **AGENCY** are unable for any reason whatsoever to secure the **AGENCY's**, its employees', and/or **AGENCY's** contractor's, subcontractor's, and/or subrecipient's, signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient hereby irrevocably designates and appoints **CALTRANS** and **AGENCY** and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on **AGENCY**, its employees, and **AGENCY's** contractor's, subcontractor's, and subrecipient's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, or patents thereon with the same legal force and effect as if executed by **AGENCY**, its employees, and **AGENCY's** contractor, subcontractor, and subrecipient.

CALTRANS and **AGENCY** shall have no obligations to file any copyright, trademark, or patent applications.

d. Additional Provisions

1) **Avoidance of infringement:** In performing services under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.

2) **Pre-existing Works and License: AGENCY** agrees to require contractors, subcontractors, and subrecipients to acknowledge that all **Work Product** shall be the sole and exclusive property of **CALTRANS** and **AGENCY**, except that any **Pre-existing Works** created by **AGENCY** and third parties outside of the RGA but utilized in connection with the RGA (the "**Pre-existing Works**") shall continue to be owned by **AGENCY** or such parties. **AGENCY** agrees to notify **CALTRANS** in writing of any **Pre-existing Works** used in connection with any **Work Product** produced under this RGA and hereby grants to **CALTRANS** a non-exclusive, irrevocable, worldwide, perpetual, royalty-free license to utilize the **Pre-existing Works** in connection with the **Work Product**.

3) **Contractors, Subcontractors, and Subrecipients:** Through contract with its subrecipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter "**AGENCY's** Contractor/Subcontractor/Subrecipient") providing services under this RGA to conform to the provisions of this Exhibit. In performing services under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY's** Contractor/Subcontractor/Subrecipient becomes aware of any such possible infringement in the course of performing any Work under this RGA, **AGENCY's** Contractor/Subcontractor/Subrecipient shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify the Department in writing.

e. Ownership of Data

1) Upon completion of all **Work** under this RGA, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, and estimates, produced as part of this RGA will automatically be vested in **CALTRANS** and **AGENCY** and no further agreement will be necessary to transfer ownership to **CALTRANS** and **AGENCY**. The **AGENCY**, its contractors, subcontractors, and subrecipients, shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.

2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the Project for which this RGA has been entered into.

3) **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine-readable information and data provided by **AGENCY**, its contractors, subcontractors, and subrecipients, under this RGA; further, **AGENCY**, its contractors, subcontractors, and subrecipients, are not liable for claims, liabilities, or losses arising out of, or connected with, any use by **CALTRANS** of the Project

documentation on other projects, for additions to this Project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by **AGENCY**, its contractors, subcontractors, and subrecipients.

4) Any sub-agreement in excess of $25,000.00 entered into as a result of this RGA shall contain all of the provisions of this clause.

35. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

Section IV

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

STATE OF CALIFORNIA **DEPARTMENT OF TRANSPORTATION**	**AGENCY NAME**
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	By:
	Printed Name:
	Title:
	Date:
	By:
	Printed Name:
	Title:
	Date:

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Angelica Palmeros, Deputy Director

SUBJECT: **AUTHORIZE STAFF TO SUBMIT AN APPLICATION FOR THE CALIFORNIA OFFICE OF EMERGENCY SERVICES (CAL OES) FISCAL YEAR 2024-25 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the submission of a grant application for the California Office of Emergency Services (Cal OES) Fiscal Year 2024-25 State and Local Cybersecurity Grant Program; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Cal OES Fiscal Year 2024-25 State and Local Cybersecurity Grant Program currently has a funding opportunity to submit a competitive grant application for cybersecurity projects. If a grant is awarded and once the amount is determined, staff will return to the City Council with a request to appropriate the funds and approve receipt of the grant award.

BACKGROUND/DISCUSSION:

On July 31, 2024, Cal OES, the Governor's Office of Emergency Services, released the Fiscal Year 2024-25 State and Local Cybersecurity Grant – Local and Tribal Competitive Funding Opportunity. A total of $19,085,028 is available for this grant funding program, and applicants can apply for amounts up to $250,000 for the 25-month grant performance

period. This grant can fund items identified under FEMA's allowable planning, organization, and equipment costs categories. It should be noted that there are limitations and prohibited projects, so staff will need to identify which project(s) will be the most beneficial to the City.

The City is interested in leveraging this grant opportunity to invest in a cybersecurity project that can benefit the organization's cybersecurity needs and, in turn, protect services provided to the community.

ENVIRONMENTAL:

N/A

ANALYSIS:

Cybersecurity continues to be a significant issue in our evolving digital environment. The City of Montebello faces various cybersecurity threats, including phishing attacks, ransomware, data breaches, and other forms of cybercrime. These threats jeopardize the confidentiality, integrity, and availability of critical data, systems and infrastructure.

The City of Montebello is seeking to submit a grant proposal to fund the completion of a project that will improve the City's cybersecurity. The additional funding would provide much-needed financial resources to potentially safeguard many of the City's technological assets as well as limit exposure to potential threats.

SUMMARY:

Staff is requesting that the City Council approve the submission of a grant proposal application for the Cal OES Fiscal Year 2024-25 State and Local Cybersecurity Grant Program. Should the City be successful in receiving the grant, subsequent City Council action will be presented to appropriate the grant funds and formally accept the grant award.

ATTACHMENT(S)

1. Attachment A - Cal OES Fiscal Year 2024-25 State and Local Cybersecurity Grant - Local and Tribal Competitive Funding Opportunity Guidelines

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

FISCAL YEAR 2024-25
STATE & LOCAL CYBERSECURITY GRANT – LOCAL & TRIBAL (SL)
COMPETITIVE FUNDING OPPORTUNITY
Release Date: July 31, 2024

The California Governor's Office of Emergency Services (Cal OES), Homeland Security & Emergency Management (HSEM) Branch, has a Competitive Funding Opportunity (CFO) for the (SL) Program.

This CFO provides programmatic information and the requirements necessary to prepare and submit a proposal for Cal OES grant funds. The provisions of this CFO supersede previous RFPs. If any language in this CFO conflicts with the terms and conditions of the applicable grant program guidance (e.g., federal Notice of Funding Opportunity, California State Supplement, etc.), the grant program guidance document(s) prevail. Applicants are strongly encouraged to review the applicable Notices of Funding Opportunity and California State Supplement, which outline the requirements that apply to Cal OES HSEM Branch Grant Subawards.

PUBLIC RECORDS ACT NOTICE

Proposals are subject to the Public Records Act, Government Code Section 7920.000, *et seq*. Do not put any personally identifiable information or private information on this proposal. If you believe that any of the information you are putting on this proposal is exempt from the Public Records Act, please indicate what portions of the proposal and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

CONTACT INFORMATION

Questions concerning this CFO or the proposal process must be submitted by email to:

State & Local Projects Unit
StateLocalProjects@caloes.ca.gov

Cal OES staff cannot assist the Applicant with the actual preparation of their proposal. Cal OES can only respond to technical questions about the CFO during the period between the publication date and completion of the CFO process.

A. ELIGIBILITY

1. Eligibility to Compete for Funding

For a proposal to be eligible to compete for funding (i.e., read and rated) all the following conditions must be met:

- Applicants must meet the federal definition of Local Government in 6 U.S.C. §101(13) or Tribal Government in 6 U.S.C. §665(g)(a)(7) and be located in California.

- The proposal must be emailed to StateLocalProjects@caloes.ca.gov and received no later than **11:59 PM (PDT) on Friday, September 27, 2024**. Proposals must be attached as PDF documents and contain the form(s) outlined E. Proposal Requirements. **The proposal PDF file name should include "FY2024 SL Program CFO" and the Applicant entity name**. Cal OES cannot access proposals through cloud-based storage services (e.g., Google Drive, Dropbox, etc.). Emails should identify the name of the CFO in the Subject line. **If you have not received a confirmation that your proposal was received within two business days of the date it was submitted, please send an email to** StateLocalProjects@caloes.ca.gov .

Please Note: proposals that do not meet the above requirements will be disqualified (i.e., ineligible) and not read and rated.

2. Eligibility for Funding Consideration

Only one proposal per Applicant will be eligible to receive funding. If an Applicant submits more than one proposal, only the highest scoring proposal, meeting the criteria above, will be considered for funding.

3. Prerequisites to Receive Funding

If selected, all the following must be completed within 60 days of receiving the Intent to Fund notification to be eligible to receive funding, Applicants must:

- Have a Unique Entity Identifier (Unique Entity ID) registered in the federal System for Award Management (SAM). Applicants who do not currently have a Unique Entity ID will need to register at

SAM.gov to obtain one. **Applicants should start this process immediately to ensure they are able to comply with the requirement to have this completed within the 60-days**.

- **Not** have an exclusion record in the SAM by the beginning of the Grant Subaward performance period. An exclusion record in the SAM indicates that a contractor (agency) is listed in the (federal) government-wide system for debarment and suspension. An agency that is debarred or suspended is excluded from activities involving federal financial and nonfinancial assistance and benefits. Check SAM status.

B. FUNDING INFORMATION

There is $19,085,028 available for the Program for the Grant Subaward performance period of December 1, 2024 – December 31, 2026.

1. Funding Amount

Applicants may apply for up to $250,000 for the 25-month Grant Subaward performance period.

Please see the chart below for a sample breakdown of the fund sources (by Cal OES fund source code) and match based on the maximum request amount.

2022 SLCG	2022 SLCG MATCH (WAIVED)	2023 SLCG	2023 SLCG MATCH (WAIVED)	TOTAL PROJECT COST
$82,500	$0	$167,500	$0	$250,000

2. Funding Source(s)

Guidance on policies and procedures for managing HSEM Branch Grant Subawards funded through federal fund sources can be found in the FEMA Preparedness Grants Manual. Applicants are **strongly encouraged** to review and retain a copy of this document to familiarize themselves with program-specific information as well as overall guidance on the rules and regulations for all fund sources that support this Program.

The Program is supported through the following fund:

State & Local Cybersecurity Grant Program (SLCG)

- Provides state/territorial, local, and tribal (SLT) governments with resources to address cybersecurity risks and threats to information systems, improve the security of critical infrastructure and resilience of the services provided by those entities.

- Supports efforts to implement cyber governance and planning, assess and evaluate systems and capabilities, mitigate prioritized issues, and build a cybersecurity workforce.

- Requires the State Administrative Agency (SAA), as the Recipient of the federal grant, to pass through at least 25% of the amount of the total federal award to rural areas. Per the Homeland Security Act of 2002, a rural area is defined in 49 U.S.C. §5302(17) as an area encompassing a population of less than 50,000 people.

- Requires Recipients and Subrecipients to participate in the federal Cybersecurity & Infrastructure Security Agency (CISA) Cyber Hygiene Service – Vulnerability Scanning and participate in the Nationwide Cybersecurity Review (NCSR) as described in the federal Notice of Funding Opportunity (NOFO).

- **For FY 2022 and FY 2023 SLCGP funding, the match requirement has been waived for all Subrecipients**. Applicants are referred to Title 2, Code of Federal Regulations (C.F.R.), Part 200, § 200.306 for additional information.

- Cal OES's fund source code for this federal fund is SLCG.

FEMA has identified the allowable categories of cost under the SLCGP Program as follows:

- Planning – Planning costs are allowable under this Program. SLCGP funds may be used for a range of planning activities, such as those associated with the development, review, and revision of holistic, entity-wide cybersecurity plans and other

planning activities that support the Program goals and objectives.

- Organization – Organizational costs are allowable under this Program. SLCGP funds may be used for cybersecurity program management, development of whole community partnerships that support cybersecurity program governance, structures and mechanisms for information sharing between the public and private sector, and operational support, including ensuring continuity of operations for essential functions.

  Personnel hiring, overtime, and backfill expenses are permitted under this Program to perform allowable SLCGP planning, organization, training, exercise, and equipment activities. Personnel expenses may include, but are not limited to, training and exercise coordinators, program managers and planners, and cybersecurity navigators. The Subrecipient must demonstrate that the personnel will be sustainable.

- Equipment – Equipment costs are allowable under this Program. Unless otherwise stated, equipment must meet all applicable statutory, regulatory, and/or DHS-adopted standards to be eligible for purchase using SLCGP funds. Subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

  Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations; such investments must be coordinated with the Statewide Interoperability Coordinator and the State Interoperability Governing Body to ensure interoperability and long-term capability.

  SLCGP funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees in support of a system or equipment. Applicants should reference the FY 2022 and FY 2023 SLCGP NOFO, Section D, 12 – Funding Restrictions and Allowable Costs, e. Other Direct Costs, III. Equipment, for additional requirements and restrictions on allowable equipment costs, when building their Budget Detail table for their NOI.

- Training – Training costs are allowable under this Program. Allowable training-related costs under SLCGP include the establishment, support, conduct, and attendance of training and/or in conjunction with training by other federal agencies. Training conducted using SLCGP funds should align with the California SLCGP Cybersecurity Plan and address a performance gap identified through cybersecurity assessments and contribute to building a capability that will be evaluated through a formal exercise.

  Subrecipients are encouraged to use existing training, such as FEMA's National Preparedness Course Catalog, rather than developing new courses.

  All training courses must receive a Training Feedback Number from Cal OES Training & Exercise prior to the start of the course. To request a Training Feedback Number, please download and complete the Training Feedback Form and forward the completed request via email to training@caloes.ca.gov .

- Exercise – Exercise costs are allowable under this Program. Exercises conducted with SLCGP funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP) guidance documents.

  Subrecipients are required to submit an After Action Report/Improvement Plan (AAR/IP) to the SLCGP Grants Analyst and FEMA at hseep@fema.dhs.gov no later than 90 days after completion of any exercise(s) conducted using SLCGP funds.

- Management and Administration (M&A) – M&A costs are allowable under this Program. M&A activities are defined as directly relating to the management and administration of SLCGP subaward funds, such as financial management, reporting, and program and financial monitoring. See the FEMA Preparedness Grants Manual for examples of some M&A costs.

  Subrecipients are allowed a maximum of five (5) percent of the Grant Subaward amount for the FY 2024 SLCGP.

- Indirect Costs – Indirect costs are allowable under SLCGP; see the Indirect Costs section of the FY 2024 SLCGP State Supplement for additional guidance on including indirect costs in the budget for SLCGP-funded projects.

Applicants should complete the appropriate budget categories for the costs included in their project proposal on the Notice of Interest form; see E. Programmatic Narrative, below.

In addition, the following costs are **unallowable** under the SLCGP:

- Supplantation of state or local funds.

  This shall not be construed to prohibit the use of funds under this Program for otherwise permissible uses on the basis that the Subrecipient has previously used state, local, and/or tribal government funds to support the same or similar uses.

- Any Subrecipient cost-sharing contribution, when required.

- To pay a ransom from cyberattacks.

- Spyware.

- Recreational or social purposes, or for any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the Subrecipient entity.

- Suing the federal government or any other government entity.

- Lobbying or intervention in federal regulatory or adjudicatory proceedings.

- Acquiring land or constructing, remodeling, or altering buildings or other physical facilities.

- Cybersecurity insurance premiums.

Please refer to Title 2, C.F.R., Part 200, Subpart E – Cost Provisions, for additional guidance on allowable and unallowable costs.

C. PROGRAMMATIC INFORMATION

1. Program Overview & Objectives

The purpose of the FY 2024 SLCGP Local & Tribal Program is to assist local units of government, as defined in 6 U.S.C. §101(13), and federally recognized tribes address cybersecurity risks and threats to information systems, improve security of critical infrastructure and resilience of the services these entities provide to their communities.

Through the Infrastructure Investment and Jobs Act (IIJA) of 2021, Congress established the State and Local Cybersecurity Improvement Act, which created the State and Local Cybersecurity Grant Program and appropriated funds to be awarded to eligible state and territorial administrative agencies over a period of four federal fiscal years.

Each year, beginning with federal fiscal year 2022 through federal fiscal year 2025, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) announces a NOFO for the SLCGP. The funds provided by this Program assist SLT governments to manage and reduce systemic cyber risks, including through the establishment of a strong foundation to build a sustainable cybersecurity program. **Grant funds are intended to supplement existing fiscal resources and are not guaranteed long-term sustainability solutions.** Projects funded under this Program are expected to be reasonably sustained after the end of the performance period without the expectation to receive future grant funds.

As the SAA for this Program, Cal OES established a subcommittee of the California Cybersecurity Task Force, called the Cybersecurity Investment Planning Subcommittee (CCTF-CIPS), in order to meet specified requirements under the IIJA and SLCGP NOFO, including the development and submission of a statewide cybersecurity plan, which was submitted by Cal OES and approved by CISA on September 29, 2023. The CCTF-CIPS serves as California's cybersecurity planning committee for the purposes of the SLCGP and participates in Program activities such as updating the cybersecurity plan and developing strategies for allocating funds available through the SLCGP to projects that align with the approved cybersecurity plan.

SLCGP provides funding to implement projects that address one or more of the following objectives established by CISA to accomplish the overarching goal of the Program:

Objective 1 – Governance and Planning – Develop and establish appropriate governance structures, as well as plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

Objective 2 – Assessment and Evaluation – Identify areas for improvement in SLT cybersecurity posture based on continuous testing, evaluation, and structured assessments.

Objective 3 – Mitigation – Implement security protections commensurate with risk (outcomes of Objectives 1 and 2), using the best practices as described in element 5 of the required 16 elements of the cybersecurity plans listed in the IIJA and those further listed on page 14 of the NOFO.

Objective 4 – Workforce Development – Ensure organization personnel are appropriately trained in cybersecurity, commensurate with their responsibilities as suggested in the National Initiative for Cybersecurity Education.

2. Program Priorities & Requirements

All proposed projects must support activities that effectively contribute to the local or tribal government's capability to prevent, prepare for, mitigate against, respond to, and recover from cyber threats against information systems owned and/or operated by the unit of government, align with the objectives, priorities, and cybersecurity plan elements described in the California SLCGP Cybersecurity Plan, and meet the criteria listed in the FY 2022 and FY 2023 SLCGP NOFOs.

a. SLCGP National Priorities

In developing projects for the FY 2024 SLCGP Local & Tribal Program, Applicants should describe projects that address areas for improvement identified by the local or tribal government using the whole community approach as they relate to cybersecurity capabilities and especially projects that address implementation

of one or more of the key Cybersecurity Best Practices, as appropriate to their organization:

- Implement multi-factor authentication.
- Implement enhanced logging.
- Data encryption for data at rest and in transit.
- End use of unsupported/end of life software and hardware that are accessible from the internet.
- Prohibit use of known/fixed/default passwords and credentials.
- Ensure ability to reconstitute systems (backups).
- Actively engage in bidirectional sharing between CISA and SLT entities in cyber relevant time frames to drive down cyber risk.
- Migration to the .gov internet domain.

Educational institution Subrecipients (e.g., school districts) using the .edu Internet domain are exempted from transitioning to the .gov Internet domain. All other Subrecipients of SLCGP funding are highly encouraged to transition to a .gov Internet domain over time. Additional information on migrating to the .gov Internet domain can be found on the DotGov Program website.

DHS/FEMA does not prescribe a minimum funding amount for these priorities. However, all SLCGP Applicants are encouraged to consider how FY 2024 SLCGP Local & Tribal Program funding can be used to support these priority areas as they apply to the local or tribal government's specific needs and the needs of the whole community. Subrecipients of funding through SLCGP are strongly encouraged to eventually adopt and use all eight of the Cybersecurity Best Practices listed above.

Additional information about these cybersecurity best practices can be found in the FY 2022 and FY 2023 SLCGP NOFOs, Section A, 10, c.

b. SLCGP Statewide Priorities

The CCTF-CIPS, in its SLCGP Cybersecurity Plan, described an intention to focus on the following initiatives, with the corresponding cybersecurity plan element from the IIJA noted in parentheses, to strengthen cybersecurity across California using the FY 2022-23 SLCGP funds:

- Enhance the preparation, response, and resiliency of information systems, applications, and user accounts (Element 3);
- Implement a process of continuous cybersecurity risk factors and threat mitigation practices prioritized by degree of risk (Element 4);
- Develop and coordinate strategies to address cybersecurity risks and threats (Element 14);
- Identify and mitigate any gaps in the cybersecurity workforce, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel with reference to the National Initiative for Cybersecurity Education – Workforce Framework for Cybersecurity (Element 8);
- Assess and mitigate Critical Infrastructure and Key Resources risks and threats impacting local jurisdictions (Element 10);
- Ensure continuity of operations including by conducting exercises (Element 7); and
- Ensure rural communities have adequate access to, and participation in, plan activities (Element 15).

SLCGP Applicants are strongly encouraged to incorporate one or more of these statewide priorities in their project description for the project(s) proposed using Program funds. **Additional information about the cybersecurity plan elements is available in the FY 2022 SLCGP NOFO, Appendix C: Cybersecurity Plan, Required Elements**.

c. Participation in Required Cybersecurity Services

Subrecipients are required to participate in free Cyber Hygiene Services – Vulnerability Scanning, provided by CISA. For these required services, please note that participation is not required to submit a proposal under this CFO but is a post-award requirement for all projects selected to receive SLCGP funding.

Additional information on this and other, optional but encouraged cybersecurity services, memberships, and resources can be found on the CISA - SLCGP website (scroll down to the Tools and Resources section).

d. Nationwide Cybersecurity Review (NCSR)

The NCSR is a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs. It is based on the National Institute of Standards and Technology Cybersecurity Framework and is sponsored by DHS and the Multi-State Information Sharing and Analysis Center.

SLCGP Subrecipients are required to complete the NCSR during the first year of the Grant Subaward performance period and annually thereafter until closeout. The open assessment period is usually October through February; Subrecipients may contact their assigned SLCGP Grants Analyst for additional information and technical support.

D. PROGRAM REPORTING REQUIREMENTS

Performance and implementation reports serve as a record for the implementation of the Grant Subaward. Statistics for performance and implementation reports should be collected on a quarterly basis, even when reporting occurs less frequently. The following reports are required:

a. FEMA Reports

There is one FEMA report Subrecipients will need to complete:

Annual Performance Progress Reports (PPR)

Subrecipients must submit PPR to Cal OES annually until all grant activities are completed and the Grant Subaward is formally closed out. PPR are due within 30 days after the end of the reporting period. Annual PPR must include progress made on approved activities and any other project-specific information required by Cal OES. PPR are cumulative and each annual report will include information provided by the Subrecipient in previous reporting periods.

In order to ensure that mandated performance metrics and other data required by the Grant Subaward are reported accurately, SLCGP PPR must first be submitted via email to the Cal OES SLCGP Grants Analyst for review. Electronic reports should be submitted to Cal OES for review at least seven (7) calendar days before the due date. Submission of the final, signed electronic report should only occur after the Subrecipient is instructed by the Grants Analyst to do so.

There are two annual PPR required for the Program. Failure to submit a PPR could result in Grant Subaward reduction, suspension, or termination. See the chart below for report periods and due dates.

Report	Report Period	Due Date
1st Report	December 1, 2024 – November 30, 2025	December 31, 2025
Final Report	December 1, 2025 – December 31, 2026	January 31, 2027

*Exact dates will be provided by your Grants Analyst at the end of each quarter.

E. PROGRAMMATIC NARRATIVE

Applicants must use the forms provided on the Cal OES website. **Applicants may not alter the formatting of any forms, including the Notice of Interest (NOI).** If a space or character limitation is specified under each NOI question, strict adherence to the space limitation is required. **Information included beyond the space limitation and/or unrequested attachments will not be considered in the rating process**.

Applicants must respond to each question in the NOI form. The Applicant's response to each question will be evaluated as part of the rating process. Applicants should develop a thorough project proposal that takes into consideration planning and implementation of the entire process for the

proposed project from conception to completion of all activities using the requested funding.

Proposals must be aligned to one or more of the SLCGP Objectives and at least one of the 16 Cybersecurity Plan Elements. This alignment is based on how many and to what degree the associated elements are adopted, especially the eight best practices listed above (see California Cybersecurity Plan, Appendix B: Project Summary Worksheet, Related Required Element # column).

Applicants should also consider the Program priorities and requirements referenced above in C, Programmatic Information, as well as the SLCGP FY 2022 NOFO, FY 2023 NOFO and the SLCGP California State Supplement, when developing their project proposals.

In addition to their responses on the NOI form, Applicants must complete an online Cybersecurity Maturity Survey (not scored). **Upon completion of the survey, Applicants must download a copy of their survey responses and attach as a PDF file to submit with their proposal; proposals submitted without completing the survey may not be considered for funding.**

F. SELECTION OF PROPOSAL FOR FUNDING

1. Proposal Rating

Eligible proposals submitted via email as specified in A. Eligibility, above, by the due date are generally evaluated by a three-member team. Each question is assigned a point value and the Applicant's response to each question is evaluated on the following criteria:

ABSENT: The response does not address the specific question, or a response was not provided.

UNSATISFACTORY: The response does not completely address the question. The information presented does not provide a good understanding of Applicant's intent, does not give the detailed information requested by the CFO, and/or does not adequately support the proposal or the intent of the Program.

SATISFACTORY: The response addresses the question and provides a good understanding of the Applicant's intent. The response adequately supports the proposal and the intent of the Program.

ABOVE AVERAGE: The response is above average and provides a clear and detailed understanding of the Applicant's intent. The response presents a persuasive argument that supports the proposal and the intent of the Program.

EXCELLENT: The response is outstanding, with clear, detailed, and relevant information. The response presents a compelling argument that supports the proposal and the intent of the Program.

In addition to evaluating and assigning a point value to the Applicant's responses to the Programmatic Narrative Questions, the budget table and milestones submitted on the NOI form will be evaluated and assigned a point value.

The rater scores are averaged and ranked numerically. Proposals are only evaluated numerically; no notes are taken during the evaluation. Applicants that meet the definition of a rural area as defined in 49 U.S.C. § 5302 will be scored and ranked against proposals from other Applicants in this category until the 25% federally-mandated rural pass-through threshold is met; at which time, remaining Applicants in this category will be scored and ranked against all other proposals.

Project proposals that do not clearly and directly address the required program objectives/investment justifications <u>or</u> cannot be completed within the performance period will be disqualified.

2. Funding Decision

Final funding decisions are made by the Director of Cal OES. Funding decisions are based on the following:

- The ranked score of the proposal.
- Consideration of priorities or geographical distribution specific to this CFO; e.g., whether the Applicant meets the definition of a rural area as defined in 49 U.S.C. §5302.
- Prior negative administrative and programmatic performance, if applicable.

Applicants previously funded by Cal OES will be reviewed for poor past compliance, including fiscal management, progress and annual

reports, audit reports, and other relevant documentation or information. This review may result in one or more of the following actions:

- The Applicant may not be selected for funding.
- The amount of funding may be reduced.
- Grant Subaward Conditions may be added to the Grant Subaward.

3. Notification Process

All Applicants will be notified in writing, via electronic communication, the results of the rating process. The notification will be sent to the Authorized Agent and the Primary Point of Contact identified on the NOI submitted with the proposal.

Applicants will receive one of the following notifications:

- Intent to Fund if selected for funding.
- Denial if not selected for funding, including the Applicant's scores and information regarding the appeal process.
- Ineligibility:
  - If the proposal did not meet Eligibility to Compete for Funding including information regarding the appeal process; or
  - If the proposal scored less than the required 50% of points possible, including the Applicant's scores and information regarding the appeal process.

  Cal OES can only respond to technical questions about the CFO during the period between the publication date and completion of the CFO process. Requests for records must be made through a Public Records Act request.

G. FINALIZING THE GRANT SUBAWARD

1. Grant Subaward Application

Once selected for funding, Subrecipients must complete and submit their Grant Subaward Application through the online Cal OES Grants

Central System (GCS). Cal OES may require revisions and/or additional documentation to finalize the submission of the Grant Subaward Application in the GCS. The Grants Analyst identified in the Subrecipient's Intent to Fund notification can provide technical assistance in completing these components.

For more information on the GCS, please see the FY 2024 SLCGP California State Supplement to the NOFO.

2. Grant Subaward Approval

The Grant Subaward will be available in the Cal OES GCS. The Subrecipient is not authorized to incur costs against the Grant Subaward until the application is approved. Once the Grant Subaward is approved, a request for payment may be submitted.

a. Grant Subaward Conditions

Cal OES may add conditions to execute the Grant Subaward. If conditions are added, these will be discussed with the Subrecipient and will become part of the Grant Subaward.

Grant Subaward Conditions may include holds on funding amounts included in the budget for items of cost that require prior approval from Cal OES and/or DHS/FEMA, including but not limited to, training, and meals/beverages for training and exercise events.

b. Grant Subaward Amounts

When the amount of funds available is limited, Cal OES may reduce the amount of the Grant Subaward from the amount requested by the Subrecipient. In addition, Cal OES reserves the right to negotiate budgetary changes with the Subrecipient prior to executing the Grant Subaward. If either of these actions is required, Cal OES will notify the Subrecipient prior to executing the Grant Subaward.

3. Standard Grant Subaward Funding Authority

Allocation of funds is contingent on the enactment of the State Budget. Cal OES does not have the authority to disburse funds until the State

Budget is passed, and the Grant Subaward is fully executed. Expenditures incurred prior to authorization are made at the Subrecipient's own risk and may be disallowed. Cal OES employees are not able to authorize a Subrecipient to incur expenses or financial obligations prior to the execution of a Grant Subaward. However, once the Grant Subaward is finalized the Subrecipient may claim reimbursement for expenses incurred on, or after, the start of the Grant Subaward performance period.

If, during the Grant Subaward performance period, the state and/or federal funds appropriated for the purposes of the Grant Subaward are reduced or eliminated by the California Legislature or the United States Government, or in the event revenues are not collected at the level appropriated, Cal OES may immediately terminate or reduce the Grant Subaward by written notice to the Subrecipient.

Cal OES Grant Subawards are subject to applicable restrictions, limitations, or conditions enacted by the California Legislature and/or the United States Government, after, the execution of the Grant Subaward.

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: **ADOPT RESOLUTION NO. 24-72 APPROVING A COMPREHENSIVE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS ASSOCIATION AND RESOLUTION NO. 24-73 APPROVING THE CITY OF MONTEBELLO COMPENSATION PLAN, TABLE OF ORGANIZATION, AND JOB CLASSIFICATIONS**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-72 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Montebello Police Officers Association (MPOA) regarding wages, hours, and other terms and conditions of employment; and,
2. Adopt Resolution No. 24-73 approving the City of Montebello compensation plan, table of organization, and job classifications; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The tentatively agreed to successor Memorandum of Understanding (MOU) between the City and the Montebello Police Officers' Association (MPOA) includes annual cost-of-living adjustments (COLA) to base salary pay, adjustments and increases to education/POST certification pay, expansion of special assignment pay, introduction of collateral pay and night/swing shift differential pay, and increases to the City's health insurance contribution. These items are individually costed and include the impact the increases to base pay and "PERS-able" incentives will have on salary and benefits expenses during the term of the MOU.

The proposed MOU (Attachment A) covers a three (3) year term (July 1, 2024 – June 30, 2027) with costing estimates completed for this period. The MOU includes a 14.5% increase to base pay over three years (7.0%, 5.0% and 2.5%), expansion of the 3.0% "special assignment pay" for additional assignments, addition of a $100/ pay period "collateral pay" for MPOA members assigned to certain duties (e.g., Range Master, Honor Guard, etc.), a $100/pay period "night/swing shift differential" pay, and changes to education/certification pay.

The total increase in base salary and related costs over the three (3) year term is approximately $3.074 million. This amount represents an increase to the projected base salary pay and incentive expenses for MPOA represented positions for the next three (3) years beginning with Fiscal Year 2024-25. The estimated total cost of the proposed MOU for FY 2024-25 is $659,000. Given the timing of negotiations and budget adoption, Staff did not include funding for the MOU related expenses in the FY 2024-25 budget. Therefore, Staff will monitor the Police Department budget and recommend budget amendments at a future quarterly budget update.

BACKGROUND/DISCUSSION:

In April 2024, the City began labor negotiation sessions with the MPOA ahead of the existing MOU expiring on June 30, 2024. The City held multiple negotiation sessions with MPOA, and the parties recently reached a tentative agreement on a three (3) year MOU (Attachment A) effective July 1, 2024 through June 30, 2027. The tentative agreement has been ratified by the MPOA membership. The major provisions of the tentative agreement include:

- Base salary increases of seven percent (7%) effective July 2024, five percent (5%) effective July 2025, and two and one-half percent (2.5%) effective July 2026
- For current employees, Education Incentive Pay increase of $200 per month for possession of a Bachelor's Degree or Advanced POST Certificate and $400 per month for possession of a Master's Degree; for employees hired on or after September 1, 2024, Education Incentive Pay will be based on individual degree or POST Certificate possessed by the employee and removes the incentive pay for possession of Basic POST Certificate and Associate's Degree
- Special Assignment Pay of 3% for special assignments (e.g. Narcotics, Gangs, K-9, etc.) as designated by the Police Chief
- Collateral Assignment Pay of $100 per pay period for collateral assignment details (e.g. Range Master, Taser Instructor, Use of Force Instructor, etc.) as designated by the Police Chief
- Shift Differential Pay of $100 per pay period for employees who are assigned to work swing/night shifts
- City Health Insurance Contribution increases of $360 per month for two (2) party coverage and $550 per month for family coverage effective January 2025 (No change to employee-only coverage or insurance opt-out incentive)

- Clarifying language on other issues of employment as included in the MOU

As a full-service organization, the City depends on the experience, knowledge, and skills of the MPOA – individually and collectively – to maintain public safety, prevent and respond to criminal activity, and ensure the well-being of residents and property within the City's jurisdiction. Moreover, the proposed MOU would allow the City to remain competitive in the marketplace when comparing total compensation for similar positions (e.g., Police Officer, Police Corporal and Police Sergeant) at other municipalities.

The City Council's approval of Resolution No. 24-73 (Attachment B) would update the City's compensation plan, table of organization, and job classifications to reflect the updated salary ranges for classifications represented by MPOA (e.g., Police Officer, Police Corporal and Police Sergeant).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 24-72 (Attachment A) approving the proposed MOU between the City and the MPOA for the period of July 1, 2024, to June 30, 2027; adopt Resolution No. 24-73 (Attachment B) updating the compensation plan, table of organization, and job classifications; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-72 - Memorandum of Understanding - MPOA 2024-2027
2. Attachment B - Resolution No. 24-73 - Compensation Plan FY 2024-25

ATTACHMENT A

RESOLUTION NO. 24-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE OFFICERS ASSOCIATION (MPOA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2027

RECITALS

WHEREAS the City of Montebello (City) values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees; and

WHEREAS representatives of the City and representatives of the MPOA have met, conferred, and negotiated in good faith regarding wages, hours, and terms and conditions of employment. As a result of good faith negotiations, the City and the MPOA agreed to a comprehensive Memorandum of Understanding (MOU) attached hereto as Exhibit A.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: The MOU between the City and the MPOA dated July 1, 2024, through June 30, 2027, and attached is hereby approved.

SECTION 2: That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-72 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor, and attested by the City Clerk at a regular meeting of said Council held on the 28th day of August 2024, and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

EXHIBIT A:

- Memorandum of Understanding No. 24-07 - Between the City of Montebello and the Montebello Police Officers' Association

EXHIBIT A

MEMORANDUM OF UNDERSTANDING NO. 24-07
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE OFFICERS' ASSOCIATION

FOR JULY 1, 2024 THROUGH JUNE 30, 2027

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THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the Montebello Police Officer's Association ("MPOA"), and have agreed to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this comprehensive MOU by majority vote of the MPOA membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution No. 23-40 adopted by the City Council on June 14, 2023, except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

The term of this MOU shall be from July 1, 2024 through June 30, 2027.

SECTION B RECOGNITION

The MPOA is the exclusive representative of the employees in the classifications of Police Officer, Police Corporal, and Police Sergeant bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for MPOA members as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU references to City codes, rules, and policies have been adopted during **"Meet and Confer"** sessions and shall be considered adopted by reference in this MOU, specifically the following City policies which are attached as appendices to the MOU:

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.227 Longevity Pay
d. 2.060.517 Educational Reimbursement Programs
e. 2.060.504 Employee Compensation and Benefits
f. 2.060.528 Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to deduct MPOA membership dues as authorized by State law.

SECTION F EMPLOYEE LISTS

The City will provide the MPOA with the necessary contact information about bargaining unit members to allow the MPOA to conduct association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment covered by this Memorandum. This Memorandum memorializes the terms and conditions for MPOA members as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASES

The City shall increase the base salary of all employees covered by this MOU as follows:

a). Effective the first full pay period after July 1, 2024, base pay for each classification will be increased by seven percent (7.0%).

Position	New Range Number	New Annual Salary Range
Police Officer	43	$95,760 - $119,592
Police Corporal	46	$103,123 - $128,787
Police Sergeant	53	$122,581 - $153,087

b). Effective the first full pay period after July 1, 2025, base pay for each classification will be increased by five percent (5.0%).

Position	New Range Number	New Annual Salary Range
Police Officer	45	$100,608 - $125,646
Police Corporal	48	$108,344 - $135,307
Police Sergeant	55	$128,787 - $160,837

c). Effective the first full pay period after July 1, 2026, base pay for each classification will be increased by two and a half percent (2.5%).

Position	New Range Number	New Annual Salary Range
Police Officer	46	$103,128 - $128,787
Police Corporal	49	$111,053 - $138,690
Police Sergeant	56	$132,007 - $164,858

Annual performance increases will remain on schedule for MPOA members who meet department expectations in their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two (2) step increase. Any deviation down from the two (2) step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B SPECIAL ASSIGNMENT PAY

Effective the first full pay period after July 1, 2024, the Police Chief, at his or her sole discretion and based on the Department's needs, may create/eliminate "special assignment" details (e.g., Detective Bureau or Investigative Traffic Bureau, Narcotics, Gangs, K-9, etc.). All assignments to such special assignment details shall be made or revoked in a fair manner at the sole discretion of the Police Chief. Employees assigned to special assignments shall be paid Incentive Pay in an amount equal to three percent (3%) of his or her base salary. Special Assignment Pay shall be reported to CalPERS per Title 2 CCR section 571(b)(3) periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Special Assignment Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

SECTION C COLLATERAL ASSIGNMENT PAY

Effective the first full pay period after July 1, 2024, the Police Chief, at his or her sole discretion and based on the Department's needs, may create/eliminate "collateral assignment" details (e.g., Range Master, Taser Instructor, Use of Force Instructor, etc.). All assignments to such collateral assignment details shall be made or revoked in a fair manner at the sole discretion of the Police Chief. Employees assigned to collateral assignments shall be paid Incentive Pay in an amount equal to one hundred dollars ($100.00) per pay period. Collateral Assignment Pay shall be reported to CalPERS per Title 2 CCR section 571(b)(3) periodically when earned, on a pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Collateral Assignment Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

SECTION D UNIFORM ALLOWANCE

On the paycheck for the second full pay period in August of each year, the City shall provide all employees an annual uniform allowance of nine hundred fifty dollars ($950) as compensation for the purchase, rental, and/or maintenance of required clothing. To the extent permitted by law, the City shall report this pay to the CalPERS as compensation earnable per Title 2, CCR section 571(a)(5). For "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS. If an employee separates from City employment, the amount of uniform allowance reported to CalPERS will be prorated from the beginning of the fiscal year through the employee's separation date.

SECTION E ON-CALL COURT TIME

A three (3) hour minimum shall be provided for "on-call" subpoenas on an employee's regular day off. The existing four (4) hour minimum for court appearances on an employee's regular day off remains in effect. Employees shall not be eligible for reimbursement for mileage incurred traveling to and from court in a personal vehicle related to reporting to subpoenas and court appearances.

SECTION F DETECTIVE CALL OUT

Police officers designated as detectives who are called on their day off shall be guaranteed a minimum of four (4) hours of compensation at the overtime rate of one and one half (1.5) times the member's base salary plus incentives regardless of the actual number of hours called out.

SECTION G MANDATORY IN-PERSON TRAINING MINIMUM HOURS

With prior approval by the Police Chief, MPOA members subject to mandatory, in-person shooting range hours and/or training, in-service training, or other trainings as designated by the Police Chief or his/her designee, on a regular day off (RDO) shall be guaranteed a minimum of three (3) hours compensation.

MPOA members will be paid overtime at the rate of one and one half (1.5) times the member's base salary plus incentives in accordance with the Federal Fair Labor Standards Act ("FLSA") guidelines.

SECTION H MILITARY SERVICE INCENTIVE

The City agrees to provide MPOA members currently serving in an official branch of the federal or state armed services or have been honorably discharged from an official branch of the federal or state armed services, an additional two hundred fifty dollars ($250) per month. This incentive will be added to the members' pay effective the first of the month following submission and approval of verifiable documentation.

The incentive is not considered Special Compensation under CalPERS regulations; therefore, it cannot be used when calculating retirement.

SECTION I SHIFT DIFFERENTIAL

Effective the first full pay period after July 1, 2024, employees who are routinely and consistently scheduled to work swing/night shifts shall be paid one hundred dollars ($100.00) per pay period for all hours worked when the majority of the employees' regularly scheduled hours occur between the hours of 6:00 p.m. and 6:00 a.m.

The parties agree that to the extent permitted by law, the value of the compensation for Shift Differential Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR section 571(a)(4) – Special Assignment Pay. Shift Differential Pay shall be reported to CalPERS periodically when earned, on a pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Shift Differential Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

ARTICLE III – RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through CalPERS. There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member," as defined by the Government Code, which define/prescribe the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013, or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Government Code section 7533, et seq. These employees are also referred to as "Classic CalPERS Members."

The current retirement formula is 3% at 50.

Retirement Tier 2: Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members."

The current retirement formula is 2.7% at 57.

SECTION B EMPLOYEE CALPERS CONTRIBUTIONS TO CALPERS

A. CalPERS Classic Members (as defined by CalPERS):

CalPERS Classic members pay the nine percent (9%) employee contributions toward their CalPERS pension. Each CalPERS Classic member shall also contribute an additional three percent (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each CalPERS Classic member of twelve percent (12%). The City

shall no longer make contributions towards the employee member contribution to CalPERS for any CalPERS Classic members.

B. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) members, including each newly hired member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The normal cost obligation for each PEPRA member is determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

SECTION C MILITARY SERVICE CREDIT AS PUBLIC SERVICE

The City's contract with the Public Employee's Retirement System includes Government Code section 21024 – Military Service Credit as Public Service.

SECTION D LEVEL THREE SURVIVOR BENEFIT

The City pays the monthly cost of the Level Three Survivor Benefit.

ARTICLE IV – POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

A. Full-time active MPOA safety members hired prior to June 26, 2019.

The City agrees to continue providing the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPOA for the 2003-2004 negotiations to all full-time MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain as follows:

1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes one percent (1%) of the member's salary. Should the Trust assets, at any fiscal year end, be less than three (3) times the current annualized benefits due, the City and MPOA shall meet and confer.

2) The Retiree Health Benefit will not apply to the employee's survivors.

3) To be eligible, the member must:

a) be currently employed as an active, full-time safety member of the MPOA.

b) be at least fifty (50) years of age (no minimum age requirement for disability retirement.

c) retire directly from the City.

d) have at least fifteen (15) full-time years of active City service at the time of service retirement. The fifteen (15) years do not have to be the result of contiguous employment however, the employee's last five (5) years of employment immediately prior to retirement must be as an active, full-time employee of the City, or at least ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten [10] years for disability retirement) must be within the City. Prior lateral service does not count toward retiree health benefits.

4) The monthly retiree benefit will be determined by the number of full years of City service multiplied by twenty-five dollars ($25.00). The maximum benefit allowable will be calculated at twenty-five (25) years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements. Examples of calculations are as follows: fifteen (15) years of City service multiplied by $25.00=$375 per month; twenty-five (25) years of City service multiplied by $25.00=$625 per month, which is the maximum benefit allowable.

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.

7) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full- time members hired on or after June 26, 2019:

All full-time members hired on or after June 26, 2019, shall only, commencing the month following one (1) full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act ("PEMHCA"). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

SECTION B TRUST ACCOUNT

The City has established a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification for Medicare. The City shall contribute one percent (1%) of regular salaries, not including overtime, to be deposited per payroll cycle. Benefits will continue after Medicare eligibility at the same level as pre-Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employee's survivors. The one percent (1%) salary contribution will be counted toward total compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than three (3) times the current annualized benefits due, the City will meet and confer with the MPOA.

ARTICLE V – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

Employees have the option of converting previously accrued Annual Leave to cash on an hour for hour basis so long as the employee makes an irrevocable election before December 31st of each calendar year to receive the cash out after one (1) full calendar year. For example, an employee who makes an irrevocable election in December 2024 shall receive the cash out payment in January 2026. The maximum cash out of Annual Leave is two hundred forty (240) hours and shall be paid out at the employee's current base rate of pay plus incentives. The accrued Annual Leave affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular paycheck for the first full pay period in January. Annual Leave shall be paid out at the member's current base rate of pay plus incentives.

Annual Leave can be used as time off upon approval by the Police Chief or designee based on the needs of the department.

Upon separation from the City, the remaining Annual Leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUALS

1. Accrual and Cap: Employees shall accrue Vacation Leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual cap based on full-time years of service.

YEAR OF SERVICE (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
1 – 2 yrs. (0 – 24 months)	3.07 hours	80 hours	160 hours
3 – 9 yrs. (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs. (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs. (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs. (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs. (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs. – 18 yrs. (157 - 228 months)	6.15 hours	160 hours	320 hours
19 yrs. (229 months +)	7.69 hours	200 hours	336 hours

2. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours after one (1) full calendar year. For example, an employee who makes an irrevocable election in December 2024 shall receive the cash out payment in January 2026. The accrued Vacation Leave affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular paycheck for the first full pay period in January. Vacation Leave shall be paid out at the member's current base rate of pay.

   All members with a minimum of eighty (80) hours of Vacation Leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

3. Other Rules:

- An employee shall be eligible to take annual Vacation Leave during the same year it is earned. The City will update the Civil Service Rules & Regulations ("CSR&R") to reflect this change during the term of this MOU. City agrees to amend this Rule when CSR&Rs are updated.
- Accrued Vacation Leave will be paid out at separation at the employee's current base rate of pay.

- Vacation hours will be considered hours worked when computing overtime.
- Employees will be allowed to take Vacation Leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.

SECTION C SICK LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue Sick Leave and shall have a maximum Sick Leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

2. Sick Leave shall not be granted prior to ninety (90) days of employment.

3. Sick Leave may be allowed for:
- Personal illness or injury of the employee.
- Authorized Emergency Leave: Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the employee's residence (in accordance with Labor Code section 233).
- Where an employee which is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).
- Cases of quarantine.
- Where exposure to contagious diseases would endanger the health of other employees.

4. Other rules:

  - Sick Leave may be taken in increments of one-half (1/2) hour or more.
  - Sick Leave may not be used for denied Vacation Leave.
  - For absences of over two (2) days, a medical certificate from a qualified physician may be required.
  - To receive compensation while absent on Sick Leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
  - Sick Leave hours will not be considered hours worked when computing overtime. When Sick Leave hours are used, any overtime will be at the rate of 1.0.
  - Sick Leave hours over the soft accrual cap of one thousand forty (1,040) will be paid out at the rate of half (½) the current base rate of pay on the paycheck for the first (1st) full pay period in January.
  - After Sick Leave has been exhausted, employees may use accrued Vacation Leave.

5. SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five (5)	0%
At least five (5) but less than ten (10)	25%
At least ten (10) but less than fifteen (15)	50%
At least fifteen (15) but less than twenty (20)	75%
Twenty (20) or more	100%

*The City will pay out the hours to the employee at the current base rate of pay.

SECTION D HOLIDAY BANK

In the pay period containing January 1st of each year, a holiday bank shall be established for each employee at the rate equivalent to the employee's work schedule for each full holiday in the calendar year.

Annual Holiday Bank

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out second (2nd) full pay period in January of each calendar year

Shift Schedule	Annual Holiday Hours
4/10 Schedule	120 hours
3/12 & 8 Schedule	144 hours

Holidays

1. NEW YEAR'S DAY- January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH- June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING- Fourth Friday in November
12. CHRISTMAS DAY- December 25th

Employees entering the MPOA bargaining unit during the calendar year shall have a pro-rated holiday bank established containing all designated holidays remaining in the calendar year following their effective date of hire or entry into the MPOA bargaining unit.

Employees changing bargaining units/work schedules will have their banks adjusted for the remaining holidays in the calendar year.

All employees in the MPOA bargaining unit work without regard to holidays. An employee whose regularly scheduled workday occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management. If an employee requests and is approved to take an observed holiday off, he/she shall utilize the accrued holiday hours for that day; the use of vacation or compensatory time off hours in lieu of holiday hours shall not be permitted in those cases.

2. Cash Out of Accrued and Unused Holiday Hours

If an employee has not used all their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base rate of pay plus incentives. This payment shall be made on the paycheck for the second (2nd) full pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one (1) calendar year to another.

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation. The City will pay out the remaining hours to the employee at the current base rate of pay.

4. Other Rules:

Holiday hours will be considered hours worked when computing overtime.

To receive holiday pay, an employee shall work or have approved leave on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of Compensatory Time Off (CTO) hours that may be accumulated by MPOA members is one hundred twenty (120) hours. At separation, CTO hours will be paid out at the member's current base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A MONTEBELLO POLICE DEPARTMENT SWORN PERSONNEL ROTATION POLICY

September 2020 signed Rotation Agreement attached as EXHIBIT A

SECTION B CHANGE IN SCHEDULE & BEAT MINIMUMS

The City adopted the patrol schedule that was developed as a collaborative effort between the MPOA and the Police Administration to meet the City's budgetary reduction requirements. The aforementioned patrol schedule is intended to reduce mandatory beat minimums and provide the optimum coverage possible with the current Table of Organization.

2023 Staffing Levels attached as EXHIBIT B

SECTION C FINANCIAL DISCLOSURE

Employees assigned to Detectives, both Adult and Juvenile, Narcotics and Intelligence Units shall be required to make financial disclosure under Government Code section 3308. In addition, other employees who are placed in assignments in which there is the propensity for bribes or other improper inducements to be offered shall be subject to the financial disclosures required under Government Code section 3308.

SECTION D WORK SCHEDULES

1. MPOA members may be assigned to the following work schedules dependent on organizational need.

   a. 3/12 & 8 Work Schedule
   b. 4/10 Work Schedule

2. Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION E WORK PERIOD AND OVERTIME

The City has exercised its ability to take a statutory "7K" exemption for sworn police personnel. The work period for such employees shall be fourteen (14) days in length commencing on January 8, 1995, at 12:01 a.m. In determining an employee's eligibility for overtime compensation in a work period, all paid leave, except Sick Leave, shall be included as actual hours worked. Although the Fair Labor Standards Act dictates overtime compensation for all hours worked over eighty-six (86) in a fourteen (14) day work period, the City will provide overtime compensation for all hours worked, or deemed worked, over eighty (80) in the work period.

SECTION F RANDOM TESTING

It is recommended that a program of random drug, including alcohol, testing be developed and implemented for Police Sergeants. The parties have agreed in concept and will work together to define the details of the program prior to implementation.

SECTION G MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this Agreement. The City has all rights to manage the City including the establishing of rules, directives, and orders except those expressly waived by this Agreement. It is recognized that, except as expressly provided in this Agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct, and control operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights) and employment law; to make and enforce.

SECTION H SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

Upon adoption of this MOU by the City Council, the term of this MOU shall be for three (3) years from July 1, 2024 through June 30, 2027.

Omar Rodriguez **President** **Montebello Police Officers' Association**	**Date**
Raul Alvarez **City Manager**	**Date**

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. ***Compensation:*** Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	$100
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Montebello City Employees' Association	$80
Montebello Management Professionals' Association	$80
Un-represented full-time	$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - $50.00 per month
- Writing - $50.00 per month
- Reading - $50.00 per month

A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.

B. Bilingual incentive will be calculated into overtime compensation when applicable.

C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.

D. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/11/2022)

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member.*

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.

a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employees may use their leave banks for the additional days.

b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift shall be approved in accordance with AB 1949.

1. In this event, the affected employee may utilize available and accrued leave, including sick leave.

2. If the affected employee does not have sufficient accrued hours banked, they may be granted leave without pay.

D. Part-time employees shall be granted bereavement leave, following the same

criteria established for full-time employees, in accordance with AB 1949.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon the return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such a need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued and available leave, including sick leave, may be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

Montebello City Employees' Association	30 hours
Montebello Management Professionals Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023)

2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the amount agreed to for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit

member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (10%) of

his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full- time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service

shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5% base salary increase
After 15 years of full-time service	2.5% base salary increase
After 20 years of full-time service	3.5% base salary increase
After 25 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in the MPOA as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA members who join the MPOA on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall not be reported to CalPERS as special pay in accordance with CalPERS regulations) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21st) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPOA member's remaining years of full-time City MPOA service, an MPOA member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary.

MPOA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9 years of full- time service	$730.38	monthly amount
10-14 years of full- time service	$1,278.17	monthly amount
15-19 years of full-time service	$1,825.96	monthly amount
20+ years of full-time service	$2,373.75	monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023; 08/28/2024)

2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of $2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

City of Montebello, California
Policy & Procedures Manual

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)

2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
2. The City's total compensation package shall comply with all applicable state and federal laws.
3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code: [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION
1 Party	Full coverage
2 Party	$840.00
3 Party	$1,090.00

b. For employees in classifications represented by the Montebello Police Officers' Association, effective the first paycheck in January 2025, the City

will contribute the following amounts toward full-time employees' medical, dental, and vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION
1 Party	Full coverage
2 Party	$1,200.00
Family	$1,650.00

c. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
   i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
c. The monthly Medical Insurance Opt-Out incentive is $350.00
d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee

and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. HEALTH INSURANCE

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

B. HEALTH INSURANCE CASH OUT

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

C. DENTAL AND VISION INSURANCE

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21;8/15/22; 8/28/24)

2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

Degree or Certificate	Compensation	Effective Date
A.A. or Intermediate POST	$425/month	1st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	$900/month	1st full pay period after July 1, 2023
	$1,000/month	1st full pay period after July 1, 2024
	$1,100/month	1st full pay period after July 1, 2025
Master's Degree	$950/month	1st full pay period after July 1, 2023
	$1,050/month	1st full pay period after July 1, 2024
	$1,150/month	1st full pay period after July 1, 2025

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Certificate	Compensation	Effective Date
Supervisory Certificate	$300/month	1st full pay period after July 1, 2023
Management Certificate	$450/month	1st full pay period after July 1, 2023

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
B. $ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
C. $ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows for all current Montebello Police Officers' Association (MPOA) employees as of August 31, 2024. All current Montebello Police Trainees who are attending a police academy as of August 31, 2024 will be eligible for the following education incentive pay upon their promotion to the classification of Police Officer:

Degree or Certificate	Compensation	Effective Date
Basic POST	$150/month (upon completion of probation)	1st full pay period after July 1, 2024
A.A. or Intermediate POST	$500/month	1st full pay period after July 1, 2024
B.A./B.S. or Advanced POST	$1,200/month	1st full pay period after July 1, 2024
Master's Degree	$1,400/month	1st full pay period after July 1, 2024
Supervisory POST	$300/month	1st full pay period after July 1, 2024

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of $300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

The City agrees to provide education incentive pay as follows for all Montebello Police Officers' Association (MPOA) employees hired or entering the bargaining unit as of September 1, 2024 or later:

Degree or Certificate	Compensation	Effective Date
B.A./B.S.	$200/month	1st full pay period after September 1, 2024
Master's Degree	$400/month	1st full pay period after September 1, 2024
Intermediate POST	$500/month	1st full pay period after September 1, 2024
Advanced POST	$1,000/month	1st full pay period after September 1, 2024
Supervisory POST	$300/month	1st full pay period after September 1, 2024

The above educational incentive pay will be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. The total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the combination of the highest qualifying degree and certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a Supervisory POST certificate in the amount of $300/month. This supplemental education incentive pay for possessing a Supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees and certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $250/month for Firefighter I Certificate or AA/AS or 60 units
B. $400/month for Firefighter II Certificate or BA/BS or 120 units
C. $600/month for Company Officer Certificate

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION
MONTEBELLO MID-MANAGEMENT ASSOCIATION
MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	$200.00 per month
Master's or Doctoral Degree	$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	$200.00 per month
Master's or Doctoral Degree	$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023; 08/28/2024)

EXHIBIT A

Montebello Police Department

Rotation Agreement

Law Enforcement Experience

In order to test for the Corporal position officers shall have at least four (4) consecutive years of experience as full-time sworn Police Officers in the State of California. Lateral entry Officers shall have at least two (2) years of experience with the Montebello Police Department. All candidates must meet requirements set forth by the Montebello Civil Service Rules and Regulations and the City Personnel Department.

Evaluation rating Requirement

In order to test for the Corporal position, Officers must maintain a performance evaluation of 6.5 (above standard) overall rating on their most recent performance evaluation at the time of testing. Additionally minimum ratings shall be maintained in the following categories as follows:

1. Job Capacity	6.5
2. Job Accomplishment	6.5
3. Acceptance of Responsibility	6.5
4. Work Attitude and habits	6.5 (in areas A-D)
5. Human Relations	6.5
6. Public Impression Qualities	6.5
7. Judgment	6.5
8. Executive Ability Supervisory Qualities	6.5
9. Writing Ability and Oral Expression	6.5
Overall Evaluation	6.5

Testing Process

The Employee Relation Department from the City of Montebello shall administer the testing process. The Corporal test shall be administered on an as needed basis. The process shall be divided into parts, a written and oral examination.

EXHIBIT A

Montebello Police Department

Rotation Agreement

The Written Test

The written promotional examination shall be selected and administered by the City Personnel Department. The content shall be relative to the Corporal position.

The Oral Examination

Only those Officers who pass the written test will be allowed to proceed to the oral examination phase. The oral interview shall be conducted and scored by raters from law enforcement agencies other than Montebello.

Selection Process

The Corporal selection shall utilize the same civil services rules that apply to the ranks of Sergeant, Lieutenant and Captain. The eligibility list shall be established based on an average of the applicant's scores in both examinations. A certified eligibility list shall be provided to the Chief of Police. The Chief of police can promote any Officer from the eligibility list.

Corporal Supervision

The Corporal Program shall be supervised and managed by the Sergeant or Lieutenant assigned that collateral duty by the Chief of Police. Direct supervision of and performance evaluations for each Corporal shall be the responsibility of the Corporal's immediate supervisor.

Corporal Expectation

Regardless of assignment, Corporals will be required to take on a leadership role. They will be expected to lead by example, to develop, train and motivate the other Officers they work with. Corporals will learn to be innovative problem solvers and excellent communicators. They shall understand, practice and support the organizational mission and values of the Montebello Police Department. They shall accept responsibility for a wide range of duties and strive to be advocates for both the department and the community.

Corporal Duties and Responsibilities

In addition to all general law enforcement duties and responsibilities required of a Police Officer, all Corporals shall also be required to perform the following duties delegated to them by a supervisor:

EXHIBIT A

Montebello Police Department

Rotation Agreement

1. Field Training Officer (FTO)
2. Acting Sergeant
3. Direct and/or supervise the work of other police personnel
4. Conduct use of force investigations
5. Crime scene preservation and processing
6. Direct or facilitate in-service training for their unit or team
7. In the absence of a supervisor, take charge of incidents that require supervision
8. Organize and participate in neighborhood watch and community problem solving meetings
9. Develop, implement and direct problem solving strategies geared towards addressing crime problems and quality of life issues

The senior Corporal on each patrol shift may assume the role of the Field supervisor in the absence of a shift Sergeant. The senior Corporal in specialized units, General Detectives, Narcotic Bureau and traffic Bureau shall assume the role of unit supervisor in the absence of a regular supervisor.

Eligibility for Transfer

Corporals requesting transfers to a specialized unit shall have successfully passed his/her probation period of six months as a Corporal.

Corporals/Officers shall be eligible and considered for transfer to other Bureaus or specialized units within the Department, with the exception of designated positions in the table of organization that allows Officers to be assigned to Bureaus of Specialized positions. The general commitment period for a Corporal in a specialized unit is five (5) years and Officers one (1) year. The Chief of Police may, at his/her discretion, extend the commitment one additional year depending on the needs of the Department. The Chief of Police may transfer a Corporal/Officer prior to the end of their term. The Chief of Police on a case-by-case basis shall examine the commitment by Corporals committed to outside agencies and task forces if the assignment extends past the Corporals past 5-year assignment.

EXHIBIT A

Montebello Police Department

Rotation Agreement

Once a Corporal/Officer has completed his/her term he/she must have completed one full year of patrol service before appointment to a specialized unit.

A Corporal/Officer that is currently in a specialized unit may transfer to another specialized unit within his or her rotation. Upon transferring to another specialized unit the Corporal's /Officer's rotation time continues, until the end of his or her rotation period.

Transfer Positions

1. Narcotics Unit
2. General Detectives
3. Motor Officer
4. Traffic Officer
5. Mental Health Evaluation Team
6. K-9 Unit
7. Community Relations Unit
8. Other specialized positions as determined by the Chief of Police

On/Off-Duty Injuries

While in a specialized unit and a Corporal/Officer is injured while on duty, or suffers a work related illness his/her rotation time ceases. Once the Corporal/Officer returns to full or light duty his/her rotation time resumes to the completion of their five (5) year/one (1) year rotation time, however six months shall be maximum extension period for the combined on duty injury or job related illness/injury (5 ½ years maximum time in the assignment regardless of the number of injuries/illness).

Officers/Corporals on FLSA leave will have a one year maximum extension period per event necessitating the leave.

Officers who are assigned to specialized units who are off on Military leave will return back to their assignment. During that Military leave period, the Chief of Police may designate an Officer to fill the vacant position on a temporary basis.

EXHIBIT A

Montebello Police Department

Rotation Agreement

Temporary Re-assignment

While in a specialized unit, the five year rotation time will toll if any Corporal/Officer is removed from his/her position and placed in a temporary assignment outside the above listed transfer positions, such as acting Sergeant, patrol, or in a position that is necessary to fill as determined by the Office of the Chief of Police.

Once the Corporal/Officer returns to their assigned position their rotation period resumes to completion regardless of the time that they were reassigned. There would be no adjustment for the time if the assignment was merely a lateral move from one specialized unit to another specialized unit. **The Rotational Plan**

The Rotation plan will consist of No time Limit Position(s) and Rotational Position(s).

Non-Rotational Position(s)

There will be no time limit term for these Corporal positions.

The Police Administration Staff and unit supervisors will make recommendations to the Chief of Police as to who is eligible to hold the Non-Rotational Position(s). The Chief of Police will make the selection as to who will hold the Non-Rotational Position(s).

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

5 Year Rotational Positions(s)

This Corporal position will have a 5 year term as with the rotational plan. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

One (1) year Rotational position Officer Assignments:

This Officer position will have a one (1) year term. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

EXHIBIT A

Montebello Police Department

Rotation Agreement

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/ Officer anytime at his discretion.

Balance rotation and non-rotation Positions

Detective Bureau- four (4) Corporal positions two (2) Officer positions.

2 Non-rotation Corporal Positions, two (2) –Five year corporal and two (2) Officer position (One year rotation)

Narcotics Bureau-Four (4) Corporal positions and two (2) Officer positions.

Two 2 Non-rotation Positions, Two (2)– Five year rotational positions and Two (2) Officer position (One (1) year rotation).

Traffic Unit-Five (5) Corporal/ Officer Positions Three (3) non-rotational corporal/officer and two (2) one year rotational positions.

Community Relations Unit – Two (2) corporal/officer five year rotation

Mental Health Evaluation Team – One (1) corporal/officer five year rotation

K-9 Unit- 2 Corporal Positions

The handler's for the K-9 position will be held for a term considered to be the life of the dog. If the dog is removed from service prior to the handler's first three years of service, he or she will be given another dog. Should the dog be removed from service after the handler's first three years of service, he or she may not be awarded another dog and should return to the Corporal Rotation.

In the event that department staffing levels or positional eligibility are not met, the Police Administration Staff will make recommendations to the Chief of Police as to who is eligible to hold Corporal / Officer Position(s) in specialized positions. The Chief of Police will make the selection as to who will serve in the Specialized Position(s).

EXHIBIT A

Montebello Police Department

Rotation Agreement

Corporal Insignia

Standard Corporal stripes (2 stripes)

This Rotation Agreement will be entered into the Montebello Police Officer's Association Memoranda of understanding.

This agreed upon Corporal Rotation Plan will supersede any previous Corporal Programs that have been used by this Department. This agreement will not start the time over again for Corporals/officer currently in specialized units. The five year time starts from when the Corporal was initially transferred from patrol to a specialized unit. This Corporal Program will be agreed upon by the City Manager, Chief of police and the Montebello Police Officer's Association.

9/30/2020

Omar Rodriguez Date

Montebello Police Officer's Association President

9.29.20

Brad Keller Date

Chief of Police

EXHIBIT B

MONTEBELLO POLICE DEPARTMENT
INTEROFFICE MEMORANDUM

"Dedicated to Superior Service"

Chief Paul M. Espinoza

Date: January 9, 2023

To: All Sworn Personnel

From: Chief Espinosa

Subject: Directive 23-01

The following directive will be effective March 12, 2023. Any previous memo, directive, or order issued by any department member (past or present) on the topic of "beat minimums, staffing levels, or otherwise about the number of patrol personnel on duty is countermanded.

This memo supersedes any previous memo, directive, or order that addressed or addressed beat minimums, staffing levels, or otherwise about the amount of patrol personnel on duty and will remain in force until such time the chief of police determines otherwise.

Purpose:

This directive aims to establish a guideline for determining desired and mandatory staffing allocation in patrol to meet the community and department needs.

Ultimately, the long-term goal is to implement a policy to address our staffing needs in patrol and throughout the department (see strategic goals below).

Background:

Traditionally our department has not used the extensive data available to determine appropriate staffing levels or deployment needs.

As we move forward, the Department's goal is to formalize staffing levels based on workload-based models, including peak workload data that has been studied and proven to be the best approach to make staffing decisions.

We are in the process of analyzing our department's data to deploy personnel effectively. This is the first step in formalizing our staffing needs by issuing this directive for short-term staffing needs.

EXHIBIT B

The below test model, with the addition of SPU and other adjustments to special unit assignments, will help us better determine our patrol staffing needs in the future.

Additionally, how calls for service (CFS) are assigned and when they are assigned needs to be examined. For this purpose, this directive will address the watch commander's responsibility when determining when discretionary self-initiated activity should be limited to emergency observations only, with an emphasis on patrol personnel remaining available for emergency calls for service.

Strategic Goals:

Implementing the peak workload staffing approach and specialized unit staffing is to provide the most effective response to law enforcement emergencies, neighborhood problems, and traffic enforcement. This approach to calls for service facilitates problem-solving, provides a concentration of personnel in neighborhoods experiencing higher crime levels, and allows significant flexibility in deploying available resources to address emerging crime trends. The five strategic goals listed are the framework for this plan and the department's future direction.

- Reduce Residential and Commercial Burglaries
- Reduce Grand Theft Auto
- Reduce Violent Crime
- Decrease Traffic Collisions
- Decrease Calls for Service related to the Mentally Ill and Homeless

Short-term staffing directive:

As we continue to study and analyze information, it is the direction of the Chief of Police to establish two methods of determining the staffing levels in patrol for the short term. These staffing levels are determined by information available to us and will likely change as we move forward.

Both methods have been determined by several factors including but not limited to; days and times of the week/month/year that, through preliminary research and analysis, show an increase or decrease in field activity, the anticipated increase in field activity due to special events; certain holidays or other activity that one can reasonably anticipate an increase in field activity may occur; [and] the amount of sworn able-bodied personnel on-duty and in the City at any given time.

The two levels are desired "soft" and mandatory "hard" staffing.

Desired "soft" staffing levels:

EXHIBIT B

Desired "soft" staffing levels are the optimal amount of personnel deemed appropriate but not necessarily deemed mandatory to meet the needs of the community and the department.

As one will notice, at any given time, there is the potential to have anywhere from a minimum of six patrol personnel, including field supervisor and watch commander, to twelve field personnel, including the above and special assignments not including detectives, narcotics, and other sworn personnel on-duty at any given time.

The desired "soft" staffing levels are described as follows:

- Team One - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Two - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Three - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Four – five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Five – three (3) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Six – three (3) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);

Based on the needs of the community and the department, the watch commander shall be able to increase staffing levels on a case-by-case basis. This could include ordering additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient for emergency use.

Using special units to supplant patrol to meet soft staffing levels is prohibited unless the duty chief approves.

Mandatory "Hard" staffing levels:

Mandatory "hard" staffing levels are the amount of patrol personnel deemed appropriate and necessary to meet the needs of the community and the department.

The Mandatory "hard" staffing levels for patrol personnel are described as follows:

Team One

- Sunday, (5) patrol personnel will staff the team. Mon – Tuesday (alternating Wednesday) from 0600 to 1800 shall be staffed by four (4) patrol personnel, not

including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Two

- Sunday – Tuesday (alternating Wednesday) from 1800 to 0600 shall be staffed by four (4) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Three

- Thursday – Friday (alternating Wednesday) from 0600 to 1800 shall be staffed by four (4) patrol personnel; Saturday will be staffed by (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Four

- Thursday - Saturday (alternating Wednesday) from 1800 to 0600 shall be staffed by four (4) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Five

- Sunday - Tuesday (alternating Wednesday) from 1300 to 0100 shall be staffed by two (2) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Six

- Thursday - Saturday (alternating Wednesday) from 1400 to 0200 shall be staffed by two (2) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Based on the needs of the community and the department, the watch commander shall be able to increase staffing levels on a case-by-case basis. This could include ordering additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient for emergency use.

EXHIBIT B

If the "hard" minimums indicated above are not met due to unanticipated vacancies, the watch commander shall order other available patrol personnel to work to meet the hard minimums.

ATTACHMENT B

RESOLUTION NO. 24-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND TABLE OF ORGANIZATION (POSITION LISTING)

THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS		MONTHLY SALARY RANGES		
City Councilmembers		$1,032	-	$1,032
City Clerk		$695	-	$695
City Treasurer		$695	-	$695

CLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Fire Battalion Chief	57	$135,307	$168,980
Fire Captain	46	$103,123	$128,787
Police Captain	67	$173,204	$216,308
Police Lieutenant	61	$149,354	$186,522
Police Sergeant	**53**	**$122,581**	**$153,087**
Senior Fire Inspector	38	$84,638	$105,702

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	7	$39,366	$49,163
Administrative Assistant	5	$37,470	$46,794
Assistant Engineer	33	$74,808	$93,425
Assistant Planner	30	$69,467	$86,754
Body Shop Mchanic	23	$58,440	$72,983
Building Inspector	27	$64,507	$80,560
Building Maintenance Tradeworker I	13	$45,653	$57,014
Building Maintenance Tradeworker II	16	$49,163	$61,398
Bus Operator	20	$54,267	$67,772
Business License Technician	12	$44,540	$55,624
Combination Building Inspector	37	$82,574	$103,123
Community Outreach Specialist	21	$55,624	$69,467
Community Risk Reduction Coordinator	32	$72,983	$91,146
Community Services Coordinator	13	$45,653	$57,014
Court Liaison	12	$44,540	$55,624

Custodian	7	$39,366	$49,163
Electrician	27	$64,507	$80,560
Engineering Technician	22	$57,014	$71,203
Finance Technician	16	$49,163	$61,398
Fire Engineer	40	$88,923	$111,053
Fire Inspector	21	$55,624	$69,467
Firefighter	35	$78,595	$98,154
Fleet Service Worker	12	$44,540	$55,624
Heavy Equipment Mechanic	28	$66,119	$82,574
Human Resources Technician	27	$64,507	$80,560
Lead Finance Technician	24	$59,901	$74,808
Maintenance Worker	10	$42,393	$52,944
Parking Control Officer	12	$44,540	$55,624
Payroll Coordinator	24	$59,901	$74,808
Payroll Specialist	23	$58,440	$72,983
Permit Technician	18	$51,652	$64,507
Plumber	27	$64,507	$80,560
Police Community Service Officer	16	$49,163	$61,398
Police Corporal	**46**	**$103,123**	**$128,787**
Police Dispatcher I	22	$57,014	$71,203
Police Dispatcher II	27	$64,507	$80,560
Police Officer	**43**	**$95,760**	**$119,592**
Police Records Technician	10	$42,393	$52,944
Property & Evidence Technician I	20	$54,267	$67,772
Property & Evidence Technician II	23	$58,440	$72,983
Public Information Coordinator	24	$59,901	$74,808
Public Safety Radio Technician	31	$71,203	$88,923
Public Works Inspector	28	$66,119	$82,574
Records Coordinator	22	$57,014	$71,203
Senior Building Inspector	34	$76,678	$95,760
Senior Finance Technician	22	$57,014	$71,203
Senior Permit Technician	21	$55,624	$69,467
Storekeeper	18	$51,652	$64,507

UNCLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accounting Manager	44	$98,154	$122,581
Accounting Supervisor	30	$69,467	$86,754
Assistant City Manager	77	$217,369	$274,464
Administrative Manager	44	$98,154	$122,581
Assistant Director of Finance	56	$132,007	$164,858
Assistant Director of Fire	54	$125,646	$156,915
Assistant Director of Human Resources	56	$132,007	$164,858
Assistant Director of Planning and Community Development	55	$128,787	$160,837

Assistant Director of Public Affairs	55	$128,787	$160,837
Assistant Director of Public Works	54	$125,646	$156,915
Assistant Director of Recreation & Community Services	51	$116,675	$145,711
Assistant Director of Transportation	54	$125,646	$156,915
Assistant Fire Chief	62	$153,087	$191,185
Assistant Police Chief	69	$178,405	$222,803
Associate Engineer	40	$88,923	$111,053
Building Maintenance Supervisor	30	$69,467	$86,754
Building Official	49	$111,053	$138,690
City Manager	^	$334,624	$334,624
Code Enforcement Manager	38	$84,638	$105,702
Construction Manager	48	$108,344	$135,307
Crime Prevention Supervisor	34	$76,678	$95,760
Deputy Director of Public Works	52	$119,592	$149,354
Deputy Director of Transportation	52	$119,592	$149,354
Deputy Director of Economic Development	52	$119,592	$149,354
Deputy Fire Chief	58	$138,690	$173,204
Director of Finance	71	$187,463	$234,082
Director of Human Resources	71	$187,463	$234,082
Director of Planning & Community Development	68	$174,053	$217,369
Director of Public Affairs/Information Technology	68	$174,053	$217,369
Director of Public Works/City Engineer	72	$192,222	$239,934
Director of Recreation & Community Services	67	$169,808	$212,067
Director of Transportation	69	$178,405	$222,803
Dispatch Supervisor	32	$72,983	$91,146
Economic Development Manager	50	$113,829	$142,157
Finance Supervisor	32	$72,983	$91,146
Finance Manager	44	$98,154	$122,581
Fire Chief	74	$201,848	$252,081
Fire Marshal	50	$113,829	$142,157
Fleet Maintenance Manager	44	$98,154	$122,581
Fleet Maintenance Supervisor	33	$74,808	$93,425
Fleet Services Manager	42	$93,425	$116,675
Fleet Services Supervisor	22	$57,014	$71,203
Golf Course Facilities Manager	35	$78,595	$98,154
Grants & Project Administrator	36	$80,560	$100,608
Housing Manager	48	$108,344	$135,307
Human Resources Analyst	34	$76,678	$95,760
Human Resources Manager	48	$108,344	$135,307
Information Systems Manager	49	$111,053	$138,690
Information Systems Supervisor	39	$86,754	$108,344
Management Analyst	30	$69,467	$86,754
Maintenance Manager	44	$98,154	$122,581

Office Manager	27	$64,507	$80,560
Park Maintenance Supervisor	30	$69,467	$86,754
Planner	35	$78,595	$98,154
Planning Manager	49	$111,053	$138,690
Police Chief	75	$206,895	$258,383
Police Records Supervisor	31	$71,203	$88,923
Principal Engineer	52	$119,592	$149,354
Principal Risk Officer	59	$142,157	$177,534
Public Affairs Manager	35	$78,595	$98,154
Public Information Officer	32	$72,983	$91,146
Public Safety Radio Supervisor	39	$86,754	$108,344
Public Works Inspector	28	$66,119	$82,574
Public Works Manager	37	$82,574	$103,123
Public Works Superintendent	43	$95,760	$119,592
Recreation Manager	35	$78,595	$98,154
Recreation Supervisor	29	$67,772	$84,638
Revenue Supervisor	30	$69,467	$86,754
Risk Management Analyst	30	$69,467	$86,754
Risk Manager	50	$113,829	$142,157
Senior Deputy City Clerk	39	$86,754	$108,344
Senior Economic Development Coordinator	34	$76,678	$95,760
Senior Human Resources Analyst	41	$91,146	$113,829
Senior Management Analyst	36	$80,560	$100,608
Senior Planner	41	$91,146	$113,829
Senior Procurement Analyst	33	$74,808	$93,425
Social Work Supervisor	40	$88,923	$111,053
Street Maintenance Supervisor	32	$72,983	$91,146
Superintendent/Facility Manager	38	$84,638	$105,702
Transit Administration Manager	45	$100,608	$125,646
Transit Assistant Manager	34	$76,678	$95,760
Transit Operations Manager	47	$105,702	$132,007
Transit Planner	36	$80,560	$100,608
Transit Supervisor	26	$62,933	$78,595
Warehouse Supervisor	26	$62,933	$78,595

^The City Manager's salary is set by separate City Council approved contract.

UNCLASSIFIED NON-MANAGEMENT	RANGES	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accountant	26	$62,933	$78,595
Code Enforcement Coordinator	10	$42,393	$52,944
Code Enforcement Officer	27	$64,507	$80,560
Crime Analyst	32	$72,983	$91,146
Deputy City Clerk	24	$59,901	$74,808

Economic Development Coordinator	26	$62,933	$78,595
Field Response Case Coordinator	11	$43,453	$54,267
Firefighter/Paramedic Trainee	21	$55,624	$69,467
Information Systems Analyst	36	$80,560	$100,608
Information Systems Technician	18	$51,652	$64,507
Police Trainee	41	$91,146	$113,829
Senior Accountant	35	$78,595	$98,154
Senior Administrative Assistant	14	$46,794	$58,440

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		16.00	24.45
Administrative Secretary		18.55	23.41
Building Maintenance Tradeworker		16.00	20.31
Bus Operator		18.93	20.68
Clerical Assistant		16.00	18.33
Code Enforcement Technician		16.00	16.84
Community Services Aide - SYEP		16.00	16.00
Equipment Service Worker		16.00	19.11
Field Maintenance Worker		16.00	16.73
Fire Engineer		27.43	35.02
Fire Inspector		22.56	28.80
Heavy Duty Fire Equipment Mechanic		45.41	49.10
Human Resources Manager		42.22	51.32
Information Systems Specialist		16.00	18.33
Intern		16.00	18.33
Lifeguard		16.00	16.64
Maintenance Worker		16.00	20.31
Mechanic's Assistant		16.00	17.49
Park Ranger		16.00	19.30
Parking Control Officer		18.72	21.28
Police Cadet		16.00	19.33
Police Community Services Officer		16.00	16.66
Police Dispatcher		26.35	31.25
Police Officer		32.49	41.43
Police Trainee		18.99	24.06
Police Youth Program Coordinator		17.55	22.45
Pool Manager		16.66	20.00
Property & Evidence Technician		16.66	24.45
Public Works Manager		34.72	42.23
Recreation Leader I		16.00	16.22
Recreation Leader II		16.00	17.79
Recreation Leader III		16.00	18.75

Recreation Leader IV		16.71	20.55
Risk Management Assistant		16.00	21.45
Secretary		16.00	17.90
Senior Lifeguard		16.15	18.27
Senior Project Manager		63.87	77.66
Sports Official		16.00	24.45
Swim Instructor – Lifeguard		17.50	21.00
Transportation Revenue Coordinator		16.00	20.22
Transportation Specialist		16.00	24.45

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect immediately upon ratification.

APPROVED AND ADOPTED THIS 24TH DAY OF AUGUST, 2024

_____
Scarlett Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-73 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of August, 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____

Christopher Jimenez, City Clerk

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: **ADOPT RESOLUTION NO. 24-68 AUTHORIZING SUBMISSION OF AN APPLICATION TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) FOR GRANT FUNDING FROM THE 2024 SUSTAINABLE COMMUNITIES PROGRAM – ACTIVE TRANSPORTATION & SAFETY**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-68 authorizing submission of an application to the Southern California Association of Governments (SCAG) for grant funding from the 2024 Sustainable Communities Program – Active Transportation and Safety (SCP Grant); and,
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to submitting an application for the SCP Grant. If awarded, the City Council will be asked to amend the adopted Fiscal Year 2024-25 Capital Improvement Program (CIP) Budget as needed to appropriate the grant funds. The maximum funding award for the SCP Grant is $900,000.

BACKGROUND/DISCUSSION:

On November 18, 2020, the City Council authorized staff to submit an application for grant funding from SCAGs SCP Grant (Attachment A). The City of Montebello was awarded $150,000 to conduct a comprehensive analysis of Montebello Bus Lines' (MBL)

service area including, but not limited to, existing conditions at high-volume transit stops, traffic collision data, gathering community feedback and producing a First Mile/Last Mile (FMLM) Master Plan.

Since public transportation rarely stops directly in front of a passenger's origin or destination, transit users often rely on other ways to get to and from their bus stop, like walking or using a wheelchair, riding a bike, using an e-scooter, or other forms of micromobility to access transit. These types of connections are referred to as "first and last mile" methods of travel. The purpose of a FMLM Master Plan was to provide the City with a roadmap to further assist and support residents and daily commuters to travel safely on their first and last mile trips within the service area through a Vision Zero approach.

On February 14, 2024, the City Council received and filed the City's FMLM Master Plan (Attachment B). The plan included policy recommendations to ensure that pedestrians and cyclists completing the FMLM segment have more secure passages of travel, as well as cost estimates for five (5) proposed priority projects and funding opportunities the City can pursue to fund these projects as quick-build projects.

The five (5) priority projects identified that have the most public benefit while addressing traffic safety concerns are as follows:

- Priority Project 1: Beverly Boulevard and Maple Avenue
- Priority Project 2: Whittier Boulevard and Garfield Avenue
- Priority Project 3: Whittier Boulevard and Montebello Boulevard
- Priority Project 4: Washington Boulevard and Greenwood Avenue
- Priority Project 5: Madison Avenue Neighborway

ENVIRONMENTAL:

N/A

ANALYSIS:

The 2024 SCAG SCP Grant has two options available (Attachment C):

1. **Community/Areawide Plans:**
   This option is focused on planning projects that benefit disadvantaged communities. Eligible projects under this category may include Active Transportation Plans, Bicycle and Pedestrian Master Plans, Safe Routes to School Plans, and other similar planning efforts. The maximum award for this option is $500,000, and the grant is provided in the form of technical assistance, where SCAG-procured consultants will lead the project development.

2. **Quick-Build Projects:**
   This option is designed for interim capital improvement projects that can be rapidly implemented using durable, low- to medium-cost materials. Quick-build projects are intended to address immediate community safety needs and typically have a shorter implementation timeline. The maximum award for this option is $900,000, and it includes both technical assistance and pass-through funds for project implementation.

Priority Project 5: Madison Avenue Neighborway, has been identified as a suitable Quick-Build Project. This project proposes establishing a neighborway (designated bike route) that runs on parallel streets to MBLs Lines 10, 20, 40, 70, and 90 to provide a lower stress route by prioritizing bicycle connections between the Rio Hondo Bike Path to north Montebello. Staff recommends that the City Council authorize submitting an application to SCAG for grant funding from the 2024 SCP Grant. Priority Project 5 focuses on community safety improvements while maintaining the accessibility of first responders and aligns well with the goals of the Quick-Build option. Funding for Projects 1 – 4 will be prioritized and allocated through the City's and MBL's respective FY 2024-25 CIP Budget.

SUMMARY:

Staff recommends that the City Council authorize submission of an application to SCAG for grant funding from the 2024 SCP Grant; and take such additional, related, action that may be desirable

ATTACHMENT(S)

1. Attachment A - Staff Report for the SCAG SCP Grant application
2. Attachment B - FMLM Master Plan
3. Attachment C - SCAG 2024 SCP Grant Guidelines
4. Attachment D - Resolution No. 24-68

ITEM #20

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, P.E., City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Authorize the Filing of an Application with Southern California Association of Governments (SCAG) to Receive Funding from the Sustainable Communities Program Grant**

DATE: November 18, 2020

RECOMMENDATION

It is recommended that the City Council:

1) Authorize the filing of an application with the Southern California Association of Governments (SCAG) to receive funding from the Sustainable Communities Program Grant.

2) Take such additional, related action that may be desirable.

BACKGROUND

If awarded, the Sustainable Communities Program grant ("Grant") will fund a comprehensive, First-Mile / Last-Mile Master Plan (Master Plan) that will identify various means of improving how residents travel from either their home to a bus stop (first-mile) or from the bus stop to their final destination (last-mile). The first and last mile of any journey using public transportation poses a barrier for many because it often requires traveling on foot through built environments that are not designed for pedestrians.

Possible improvements that could be identified in the City's Master Plan include investing in micro-mobility options, improving dangerous intersections near major transit hubs, improving street lighting near bus stops, and repairing damaged sidewalks that are not American with Disabilities Act (ADA) accessible.

FISCAL IMPACT

There is no fiscal impact related to the filing of an application for the Grant. Should the City be successful and receive the grant funding, subsequent City Council action will be required to appropriate the grant funds. Staff will follow up with a related agenda report and action at that time. The maximum funding awarded for this category is $250,000.

SUMMARY

Staff is recommending that the City Council consider authorizing the filing of an application with the Southern California Association of Governments (SCAG) to receive funding from the Sustainable Communities Program Grant for the funding of a First-Mile / Last-Mile Master Plan.

ATTACHMENT B

City of Montebello
First Mile Last Mile Plan

montebello
First Mile/Last Mile Master Plan

December 2023

Acknowledgements

City of Montebello

Alfredo Machuca, Transit Planner, Montebello Bus Lines

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- David Huang, Metrolink
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- Krista Yost, SCAG
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- Laurie Aguilar, City of Montebello Parks & Recreation
- Leticia Alvidrez, Montebello Unified School District
- Naomi Sotelo, Eastmont Intermediate School
- Paul Parzik, YMCA Metropolitan Los Angeles
- Serena Liu, Caltrans
- Stephanie Hardaway, Applied Technology Center High School
- Stephen Fox, SCAG
- Timothy Greensavitch, Montebello Bus Lines

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Montebello
BUS LINES
1802
GREAT JOBS ON THIS BUS!
Montebello
BUS LINES
GREAT SALARY
INCENTIVE PROGRAM
PAID TRAINING
COMPETITIVE BENEFITS PACKAGE
RETIREMENT
APPLY TODAY: RIDEMBL.COM/CAREERS
CA 52670

Executive Summary

ES.1 Document Overview

The Montebello First Mile Last Mile (FMLM) Master Plan is organized in the following chapters:

- Chapter 1: Introduction
- Chapter 2: Existing Conditions
- Chapter 3: Community Outreach
- Chapter 4: Vision and Goals
- Chapter 5: Policy Development
- Chapter 6: Projects
- Chapter 7: Funding

ES.2 Purpose

The City of Montebello is part of Los Angeles County, California and located southwest of San Gabriel Valley with a population of about 63,000 (U.S. Census). Montebello is inevitably surrounded by freeways and transit lines as it is within proximity to the City of Los Angeles, known for its traffic and long commute times. The Montebello First Mile Last Mile (FMLM) Master Plan is a long range road map meant to assist City staff as they work towards the betterment of the first and last mile connections to transit of residents and commuters. The bus transit system in Montebello is operated by Montebello Bus Lines (MBL) and it is the third largest municipal transport agency in Los Angeles County. Guided by community feedback and a Vision Zero approach - a traffic safety strategy with the objective of eliminating traffic fatalities and injuries through the pursuit of increasing safer mobility for all people - the Montebello FMLM Master Plan will guide the future infrastructure development and improve the connections to and from transit for all users.

FMLM Goals

The following are the four goals that were developed throughout the planning process and vetted by the Technical Advisory Committee (TAC):

- **Goal 1:** Provide Safe and Attractive Bus Stops
- **Goal 2:** Provide Safe, Comfortable, and Convenient Bicycle, Pedestrian, and Non-motorized Access to Bus Stops and Metrolink Station
- **Goal 3:** Coordinate Land Use and Transit Planning
- **Goal 4:** Programs to Encourage Transit Use and Promote Safety, Comfort, and Accessibility

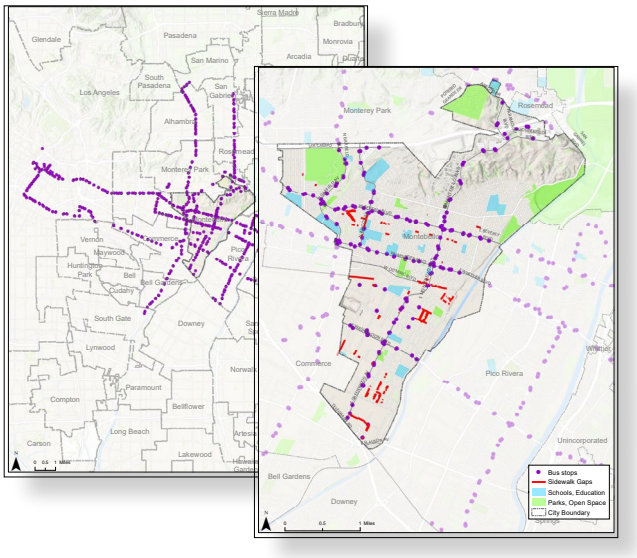
ES.3 Existing Conditions and Analysis

The development of the Montebello FMLM Master Plan began with understanding the existing transit network, pedestrian network, bicycle network, land uses, and other context sensitive information. Data collection was acquired from the Southern California Association of Governments (SCAG) and the Transportation Injury Mapping System (TIMS) and multiple walk and bike audits conducted by the Project Team. Outlined below is a summary of the various methods of data collection used for the development of this document.

Existing Transit, Pedestrian, and Bicycle Networks

Initial maps were created to highlight the areas within the City that have a concentrated number of bus stops within and outside of city limits along with maps showing the amount of boardings and alights. Main transit corridors in the City are the most utilized and therefore exhibit the highest number of bus stops and ridership.

The City of Montebello has an extensive network of sidewalks connecting it to most areas, however, there are numerous obstructions such as poorly placed utilities and pinch points impeding the walkways.



Walk and Bike Audits

Walk and bike audits were conducted along transit corridors with high ridership volumes or collisions to better understand the pros and cons of the existing pedestrian infrastructure. Findings were then used to inform infrastructure improvement recommendations.

ES.4 Community Outreach

A critical component of the planning process for Montebello's FMLM Master Plan was community outreach with stakeholders and members of the community who are daily users of the infrastructure that this Plan seeks to address. Engaging with the community was able to bring awareness and educational resources about the FMLM Master Plan to build support and collect valuable feedback that limits first and last mile trips. Physical and digital material presented to the public was made available in different languages (English, Spanish, and Mandarin) and created in a way to be easily understood by all.

The primary community engagement strategies utilized were:

- Six Technical Advisory Committee Meetings
- Three Community Events/ Workshops
- Branding and Social Media
- Physical and Digital Public Survey

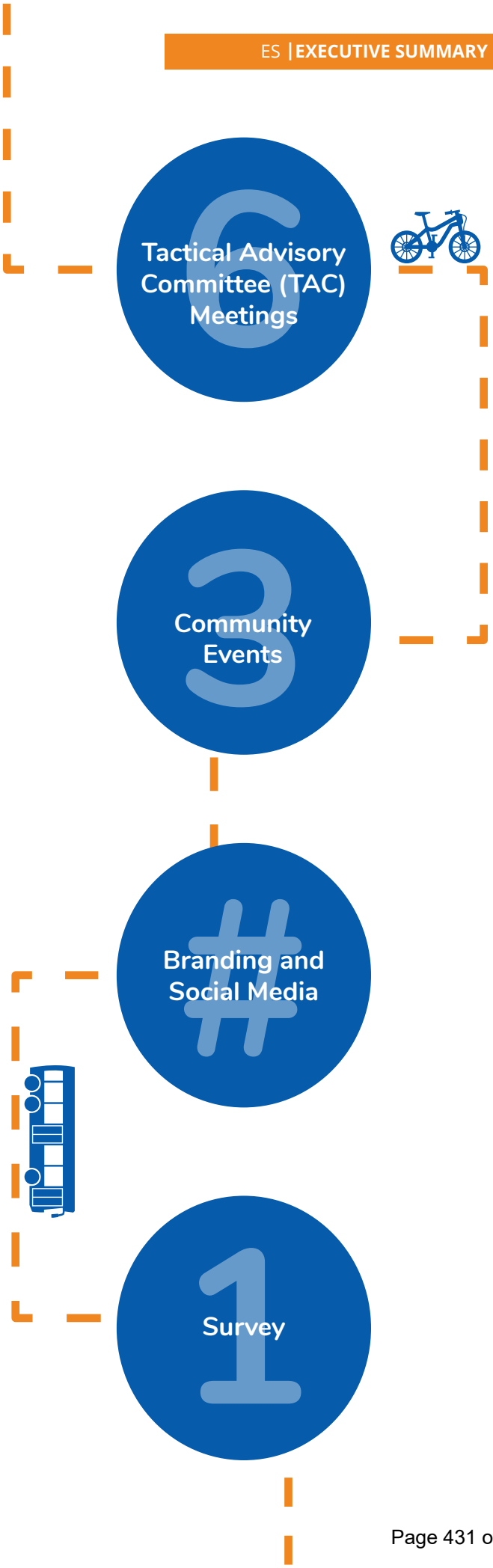
Technical Advisory Committee (TAC)

The Technical Advisory Committee (TAC) was composed of representative groups identified by the Project Team, the City of Montebello Staff, and SCAG staff. Representative groups included The City of Montebello departments, SCAG, Montebello Unified School District, LA Metro, Metrolink, the YMCA, and more, as listed in Appendix B.

All TAC meetings, except one hybrid, were all held virtually for one hour on a bi-monthly basis. The TAC provided their input and feedback on the different parts of the project such as the engagement, findings, and recommendations.

The TAC meetings took place on the following dates:

- Technical Advisory Committee Meeting #1 – December 5, 2022
- Technical Advisory Committee Meeting #2 – February 7, 2023
- Technical Advisory Committee Meeting #3 – April 4, 2023
- Technical Advisory Committee Meeting #4 – May 23, 2023
- Technical Advisory Committee Meeting #5 – August 8, 2023
- Technical Advisory Committee Meeting #6 – November 14, 2023



Community Events/Workshops

In collaboration with the City of Montebello Staff, the Project Team created material and participated in its distribution in three already scheduled citywide in-person events. The events provided the opportunity to set up booths and activities to interact with members of the community regarding pertinent transit and infrastructural issues they face on a regular basis.

The community events/workshops took place on the following dates:

- Community Event #1 Heritage Festival – October 16, 2022
- Community Event #2 Downtown Street Fest – July 29, 2023
- Community Event #3 Heritage Festival – October 7, 2023

During the first event, the Team was able to gain insight on what the public would like to see installed in the City as participants placed stickers to cast their votes on street treatments they most desired. Results indicated the top five potential transportation treatments that were favored to be: multi-use paths, urban greening, speed cushions, speed humps, and high-visibility crossings.

The second event took place during the Heritage Festival and it provided the opportunity to showcase two temporary infrastructure elements - separated bike lane and creative crosswalk - from the SCAG's Go Human Kit of Parts. Providing the public with a temporary element allowed them to determine whether it was something they would like to be implemented in the future. Votes were casted once more on boards that displayed temporary infrastructure elements. The top five selected were parklets, creative crosswalks, median refuge islands, curb extensions, and separated bike lanes.

The third and final community event, similarly to the first event, allowed the Team along with Montebello staff to host a booth where residents could receive and update on the progress made on the FMLM Plan and five additional input on the project. Boards were once again displayed to collect votes on the intersections and projects that people deemed needed funding prioritization.

Community Event #1

Community Event #2

Community Event #3

Branding and Social Media

Consistency with the City's branding and graphic requirements were met throughout the styles used in all outreach material, surveys, and maps.

MONTEBELLO
ELEVATE

#10275b

#015aac

#ed8723

Surveys

Community input is a key component to the planning process. Therefore, a survey was created to compile the locations and transit routes where the public identifies problem areas throughout the city. The survey was available through the Project Website as well as distributed at pop-up events and available from October 2022 - February 2023. The survey was promoted through flyers and social media (See Appendix D) over several weeks.

A total of 209 people participated in the survey where they expressed the problems and challenges they face when walking, bicycling, or accessing transit in the City. The issues reported by participants ranged from issues of poor connectivity to the lack of parking and pedestrian crossing distances.

Survey Participants 207

Experience Problems Walking, Cycling or Accessing Transit 61%

Top Three Problematic Routes Beverly, Whittier, & Washington Boulevard

Ideas for Improving Access Lighting, Bike Lanes, Crosswalks, Connections, Shade, Sidewalks, Benches . . .

ES.4 Policy Development

Upon an in depth analysis of the data obtained from the planning process, best practice policies recommendations were made to help guide infrastructure improvement. Specific FMLM Action items were created in conjunction with Montebello's 2023 General Plan:

Policy 1 Support and promote walking, biking, and other non vehicular modes as an alternative to driving within Montebello. (General Plan 4.1)

Policy 2 Provide clean, safe, and comfortable bus stops and bus stop access to encourage transit use.

Policy 3 Provide safety amenities at bus stops.

Policy 4 Utilize complete street strategies to improve bus stop accessibility.

Policy 5 Utilize traffic calming and safety countermeasures to improve accessibility to bus stops and the Metrolink Station.

Policy 6 Develop programs to encourage transit use and safety.

Policy 7 Develop programs to encourage safety at bus stops and the Metrolink Station.

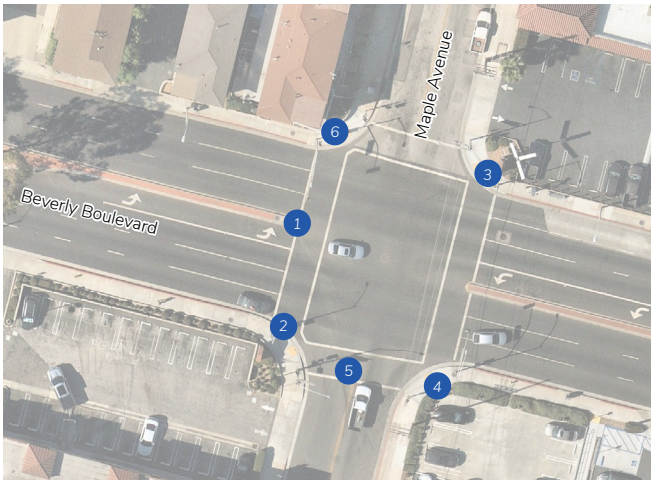
ES.4 Projects

Project recommendations were developed for funding prioritization with feedback from the TAC, the public, the Level of Stress (LOS) analysis, as well as from the existing conditions analysis.

The five prioritized projects identified focus on transit stops with high-volume and high-need. The Plan recommendations can be replicated in other areas where bicycle, pedestrian, and traffic calming treatments are needed for the refinement of transit access.

- **Priority Project 1**: Beverly Boulevard and Maple Avenue
- **Priority Project 2**: Whittier Boulevard and Garfield Avenue
- **Priority Project 3**: Whittier and Montebello Boulevard
- **Priority Project 4**: Washington Boulevard and Greenwood Avenue
- **Priority Project 5**: Madison Avenue Neighborway

Priority Project 1

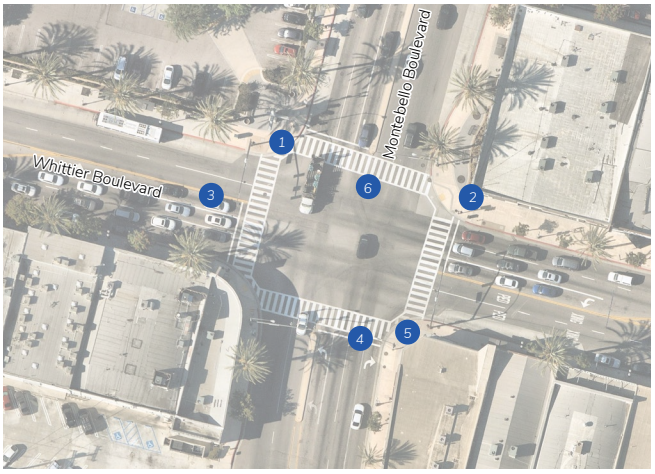


Beverly Boulevard + Maple Avenue

Priority Project 2

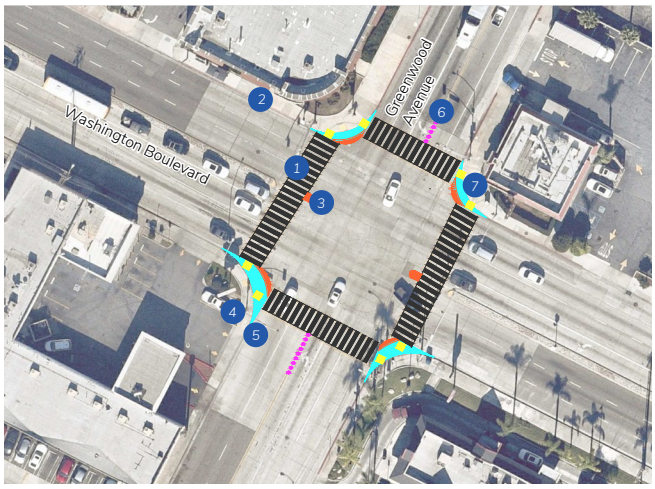
Whittier Boulevard + Garfield Avenue

Priority Project 3



Whittier + Montebello Boulevard

Priority Project 4



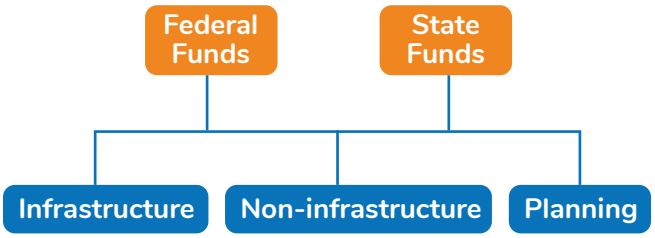
Washington Boulevard + Greenwood Avenue

Priority Project 2

Madison Avenue Neighborway

ES.4 Funding

The final chapter of this Plan was developed to serve as a toolkit with the addition of Cost Estimates and Funding Resource Tables to provide guidance to the City of Montebello as they move forward in the planning process and the pursuit for grants and funding to develop the desired changes outlined throughout this Plan. It is important for the City to coordinate efforts with adjacent jurisdictions on projects as it can strengthen applications at the time of applying for funding.



Funding Typologies

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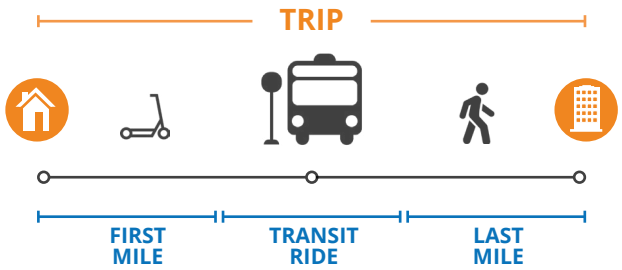
1 | Introduction

1.1 WHAT IS THE "FIRST AND LAST MILE?"

First and last mile is the experience that links people to and from transit and connects their origins and destinations. Public transportation rarely stops directly in front of a passenger's origin or destination. That's why transit users often rely on other ways to get to and from their bus stop, like walking or using a wheelchair, riding a bike, using an e-scooter, or other forms of micromobility to access transit. These types of connections are referred to as "first and last mile" methods of travel, although actual distances are of course different for every person.



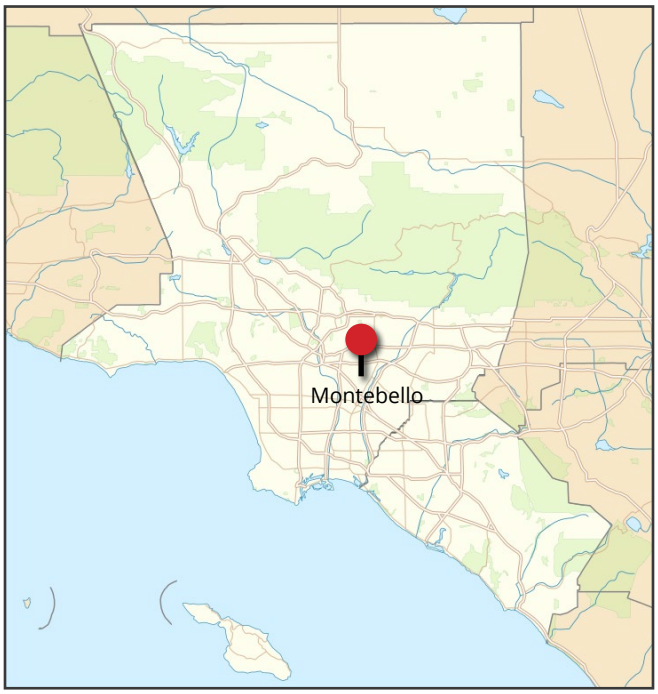
Oftentimes, there are barriers that make accessing transit less attractive, such as a busy intersection or lack of bike lanes and sidewalks. While there are numerous strategies that can close this first and last mile gap, the emphasis of this Plan is on improving the pedestrian and bicycling environment around bus and transit stations.

1.2 STUDY AREA

Montebello, which is Italian for "Beautiful Mountain," is a city in Los Angeles County, California. It is located southwest of the San Gabriel Valley, and adjacent to and just east of East Los Angeles. Montebello has an area of 8.4 square miles and a population of 63,000 (U.S. Census).

Because the City of Montebello is located so close to the second largest city in the United States, a city synonymous with excessive congestion, Montebello has found itself surrounded by freeways and criss-crossed by transit lines. The bus system in Montebello is operated by Montebello Bus Lines (MBL), which has grown to be the third largest municipal transport agency in Los Angeles County. Montebello Bus Lines serves 15 communities, providing transport to 3 million passengers on an annual basis.

MBL is continuously looking to expand its customer base by developing first and last mile connections, which results in everything from carbon footprint reductions to health benefits for its users traveling to and from their destinations, usually by foot. The key is determining the exact roadmap, starting with the purpose of the plan.



Map of Los Angeles County

1.3 PURPOSE OF THE PLAN

The purpose of the Montebello First Mile Last Mile (FMLM) Master Plan is to provide City staff with a roadmap to further assist and support residents and daily commuters to travel safely on their first and last mile trips within the service area through a Vision Zero approach. In order to do this, the FMLM analyzed existing conditions at high-volume transit stops, traffic collision data, and community feedback. Potential solutions were evaluated to improve safety for all modes of transportation in these areas, which could then be applied in other locations throughout the MBL service area.

The FMLM is one of the City's first steps to comprehensively improving the reliability and safety of MBL's service. This plan:

» Maximizes the Plan impact by prioritizing bus stops more frequently used and located in the most concerning transit corridors

» Produces a prioritized list of active transportation projects adjacent to major bus stops for future rounds of grant funding

» Identifies community-preferred non-infrastructure safety improvements that have proven successful at other agencies and are applicable to the City

» Pairs infrastructure improvements with a robust safety campaign that educates residents on how to reduce risk while using active transportation

» Proposes new metrics to track FMLM progress

Improving access to transit both enhances the experience for existing users and attracts potential new transit users. This can be achieved by identifying real or perceived barriers from residential and commercial areas to transit origins and destinations, and designing cost-effective improvements to reduce or remove these barriers.

Public Input in Montebello and Road Safety at SCAG

Based on public feedback received at outreach events in Montebello, improving both the perceived and actual safety (based on speed and volumes of motor vehicles) at and to bus stops in Montebello is the most critical issue to improving the first/last mile connections. The safety issue is also one of SCAG's top priorities. SCAG's commitment begins with understanding existing conditions and asking: What is happening? Where is it happening? When is it happening? Who is it happening to? And, most importantly- Why is it happening? As part of its commitment to improving safety across the regions, SCAG funds safety plans such as this one.

Each February SCAG establishes safety targets for five performance measures:

1. Number of Fatalities
2. Rate of Fatalities per 100 million Vehicle Miles Traveled (VMT)
3. Number of Serious Injuries
4. Rate of Serious Injuries per 100 million VMT
5. Number of Non–motorized Fatalities and Non–motorized Serious Injuries

"Southern California is home to roughly 19 million people, about half the entire state's population, and 13 million licensed drivers. We rely on our cars, buses, rail lines, bicycles, and feet to get around. And we're getting around a lot. We travel almost 430 million miles every day. That's equivalent to 17,911 trips around the world every day. The thing is, we aren't going around the world. We're going to work, the grocery store, to visit our grandma, and to our child's soccer game. With all that traveling, it's not surprising that mistakes are getting made. At the wrong moment, we might take a quick glance at a text message, rush to make it through a traffic signal, or forgo the intersection to cross midblock. The consequences of these mistakes can last a lifetime." - From SCAG's Regional Transportation Safety Existing Conditions Report

SCAG also developed a high-injury network (HIN) to demonstrate where high concentrations of fatal and serious collisions occur in the region. A HIN, however, is not an assessment of whether a street or location is dangerous. Rather, an HIN suggests corridor characteristics within a transportation network that carry a higher risk of injury. This allows SCAG to help cities to:

» Identify areas of need

» Provide agency staff with more information on where they can focus limited resources

» Provide opportunities to understand how communities of concern or disadvantaged communities are impacted by higher rates of collision and serious injury

» Assist with building greater public and political support.

In addition, SCAG provides additional resources in the form of the Safe and Active Streets Working Group, a Transportation Safety Program and the Go Human Campaign.

TRUCK ROUTE
Sat. & Sun
Feb. 11 & 12
SPEED LIMIT 40

2 | Existing Conditions

2.1 LAND USE

Montebello is a city in Los Angeles County, located just east of East Los Angeles and southwest of the San Gabriel Valley. The surrounding cities are Monterey Park, and Rosemead to the north, Commerce to the south, Pico Rivera to the east, and Los Angeles to the west. Understanding the existing roadway conditions and land use as well as other context-sensitive information in Montebello is critical for the first mile/last mile planning process. This chapter uses various datasets collected from GIS resources such as from SCAG and the Transportation Injury Mapping System (TIMS). Topics discussed in the following sections include Montebello's land use, bicycle and pedestrian collision history, and boarding and alighting volumes at the bus stops across the City.

Aside from the aforementioned data from SCAG and TIMS that is summarized and analyzed, this section maps out the Existing Transit Network, Existing Pedestrian Network, and the Existing Bicycle Network. It also delves into the numerous walk audits and bicycle audits performed as part of this study.

The datasets in this chapter provide valuable information and help create meaningful discussions on how each of the topics supports or impedes first mile/last mile planning within the City.

Figure 2-1 shows land uses within the City of Montebello plus some surrounding City land uses for context including the cities of Monterey Park and Rosemead to the north, Commerce, Bell Gardens and Downey to the south, Pico Rivera to the east, and East Los Angeles to the west.

Existing land use patterns in Montebello are typical of many Southern California communities. Commercial land uses primarily occur along major thoroughfares such as Beverly Boulevard and Whittier Boulevard near the middle of the City. Additional commercial and concentrated industrial uses are in the southern end of the City into the adjacent City of Commerce. More recently developed commercial retail centers are located at the north edge of the City off State Route 60. A mix of residential land uses dominate the central portion of the City with a classic grid pattern local road system and more recent meandering road system in the northern quarter of the City. The four maps in the subsequent four pages show the four quadrants of the City with the aforementioned land uses.

There are twenty-eight public elementary, intermediate, and high schools in the Montebello Unified School District, twelve of which reside in Montebello city proper. Most of the schools are located between the Whittier Boulevard and Beverly Boulevard corridors, with several others sprinkled through the City. Most schools within the City are located within a quarter mile, or five-minute walk, of a park. There are seven parks sprinkled throughout the City, not including open space such as the Whittier Narrows Recreation Area outside the northeast edge of Montebello, the Resurrection Cemetery, Rio Hondo Channel and the Montebello Country Club. It is important that the bicycle and pedestrian infrastructure exists to support travel between educational institutions and public parks to better connect people to places.

The City's Downtown area spans three distinctive walkable neighborhoods along Whittier Boulevard running east to west through the heart of the City. This major commercial and dining destination, alongside the local schools and parks, are key land use areas that draw both residents and visitors. Additional regional retail centers are located at the City's north edge off State Route 60. With the high quality MBL transit system, plus all future improved active transportation networks, the goal is for all the residents of Montebello to be able to access these destinations safely, comfortably, and efficiently.

To be eligible for State funding to improve the networks, a City's bicycle and pedestrian plan must address connections between specific activity center types. Identifying these centers, and their appeal for the community, is essential to creating useful bicycle and pedestrian networks, and securing necessary funding for design and construction.

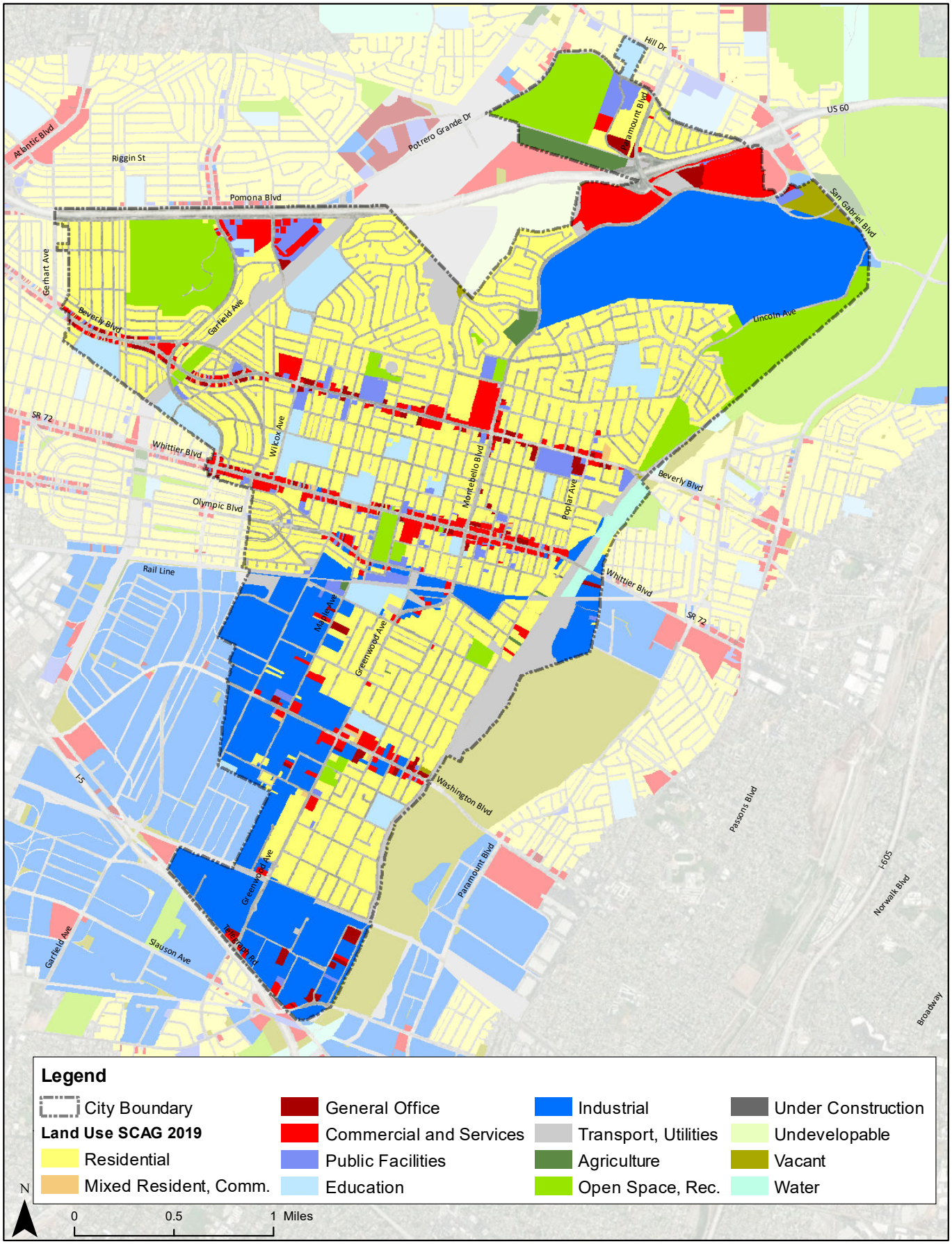


FIGURE 2–1: Montebello Land Use

2.2 EXISTING TRANSIT NETWORK

Montebello Bus Lines (MBL) is the third largest municipal bus system in Los Angeles County, with a fleet of 66 buses and provides service to the cities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon, Whittier, and portions of Unincorporated Los Angeles County. MBL operates seven local routes, one express route connecting Montebello and Downtown Los Angeles, a semi-fixed-route feeder service, and a Dial-A-Taxi. Serving more than seven million passengers over the past ten years, MBL is committed to providing comprehensive public transportation services and maximizing the comfort and safety of all users.

Figure 2-2 shows all 862 MBL bus stops that serve the City of Montebello and adjacent cities.

Within the City of Montebello, there are 189 bus stops, as seen in Figure 2-3. Primary transit corridors in the City of Montebello follow Beverly Boulevard, Whittier Boulevard, Washington Boulevard, Wilcox Avenue, Greenwood Avenue and Montebello Boulevard. Beverly Boulevard, Whittier Boulevard and Washington Boulevard run east-west and the latter three run north-south.

The most heavily utilized bus stops for both boardings and alightings are along Whittier Boulevard, Montebello Boulevard, Beverly Boulevard, and The Shops at Montebello. Additionally, there are high numbers of boardings at Beverly Boulevard and Wilcox Avenue. As Beverly and Whittier Boulevards are the two main east-west commercial corridors and Montebello Boulevard at Greenwood Avenue are the primary north-south corridors, it is expected that they have the heaviest transit use.

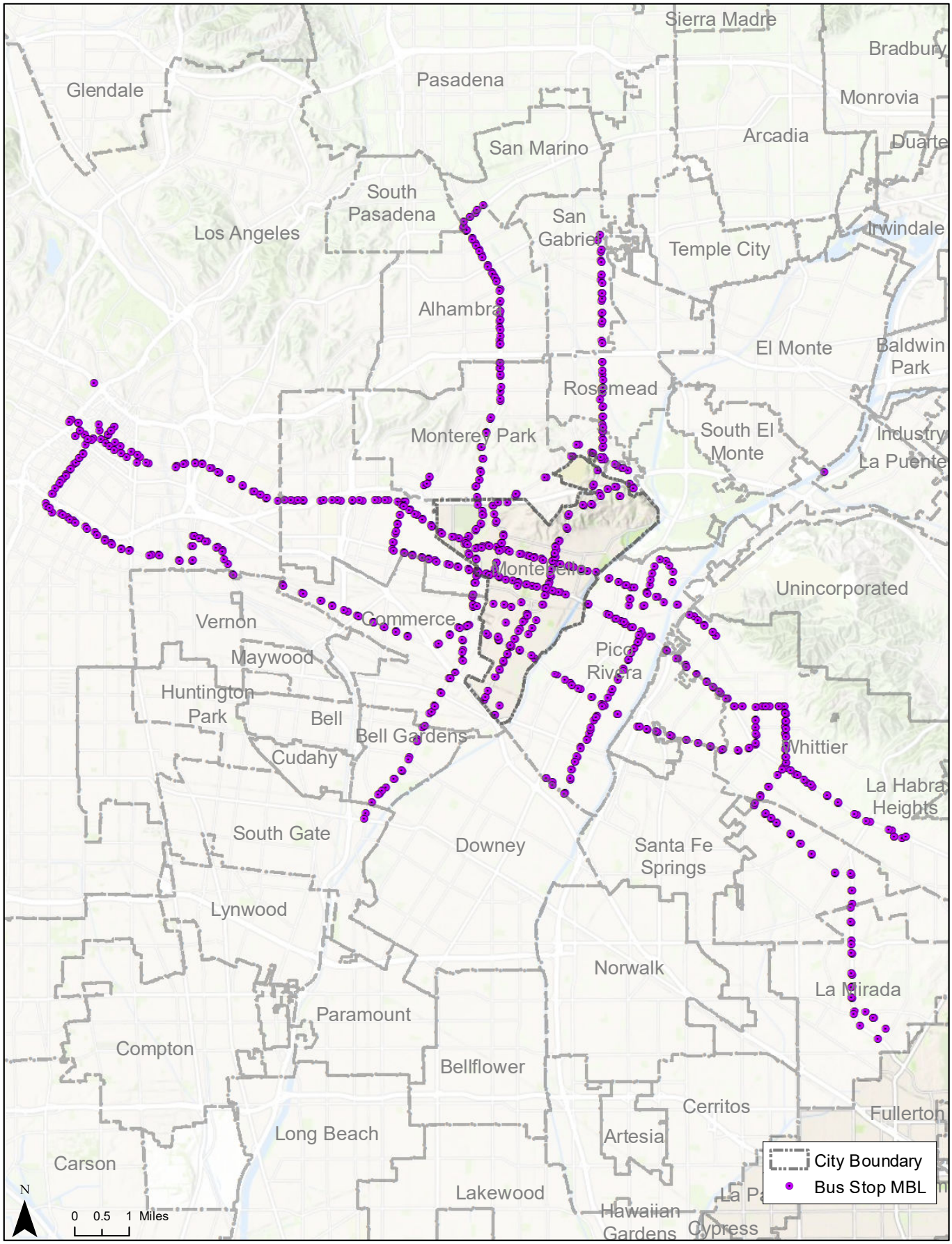


FIGURE 2–2: Montebello Bus Lines Bus Stops Systemwide

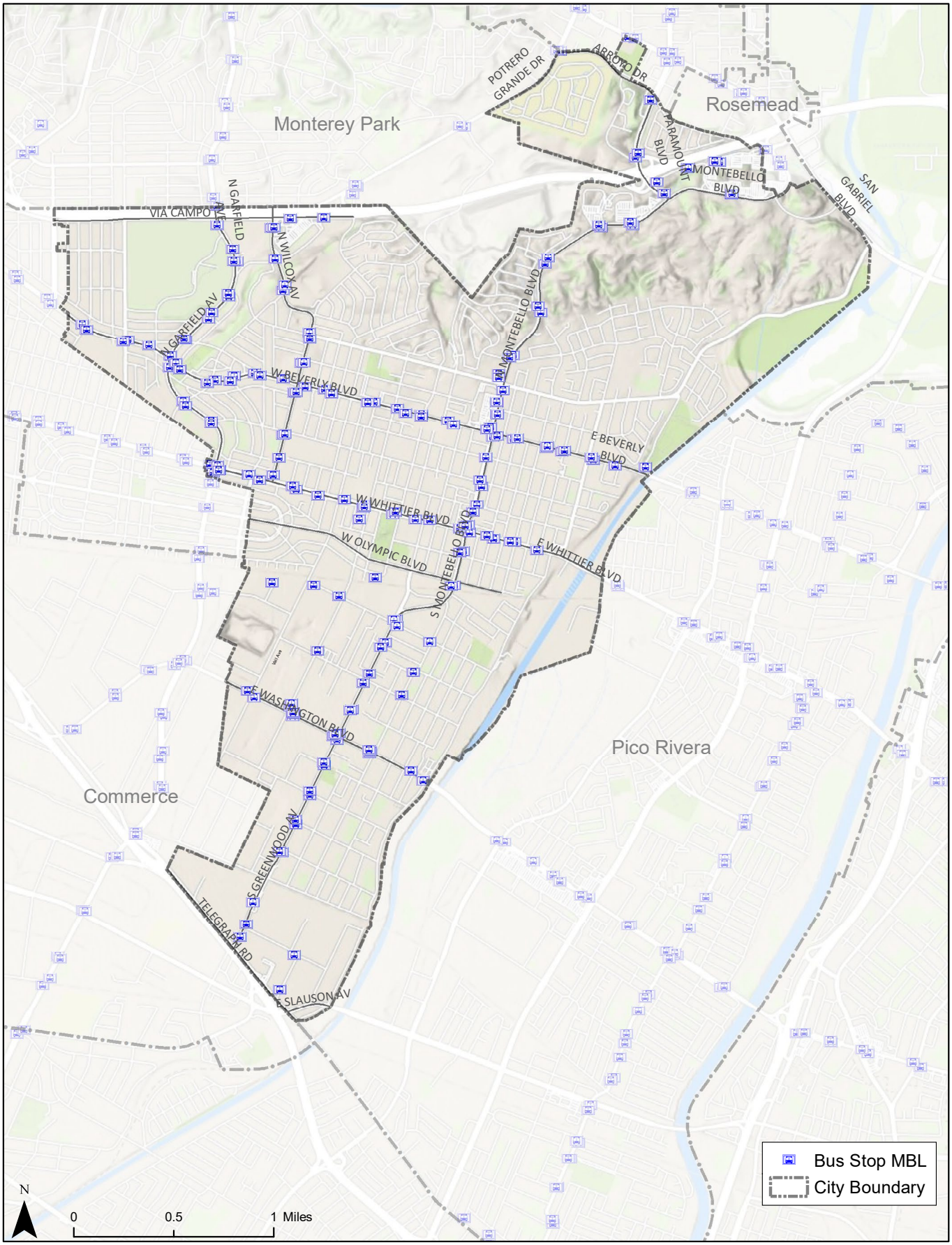


FIGURE 2-3: Montebello Bus Lines Bus Stops within City limits

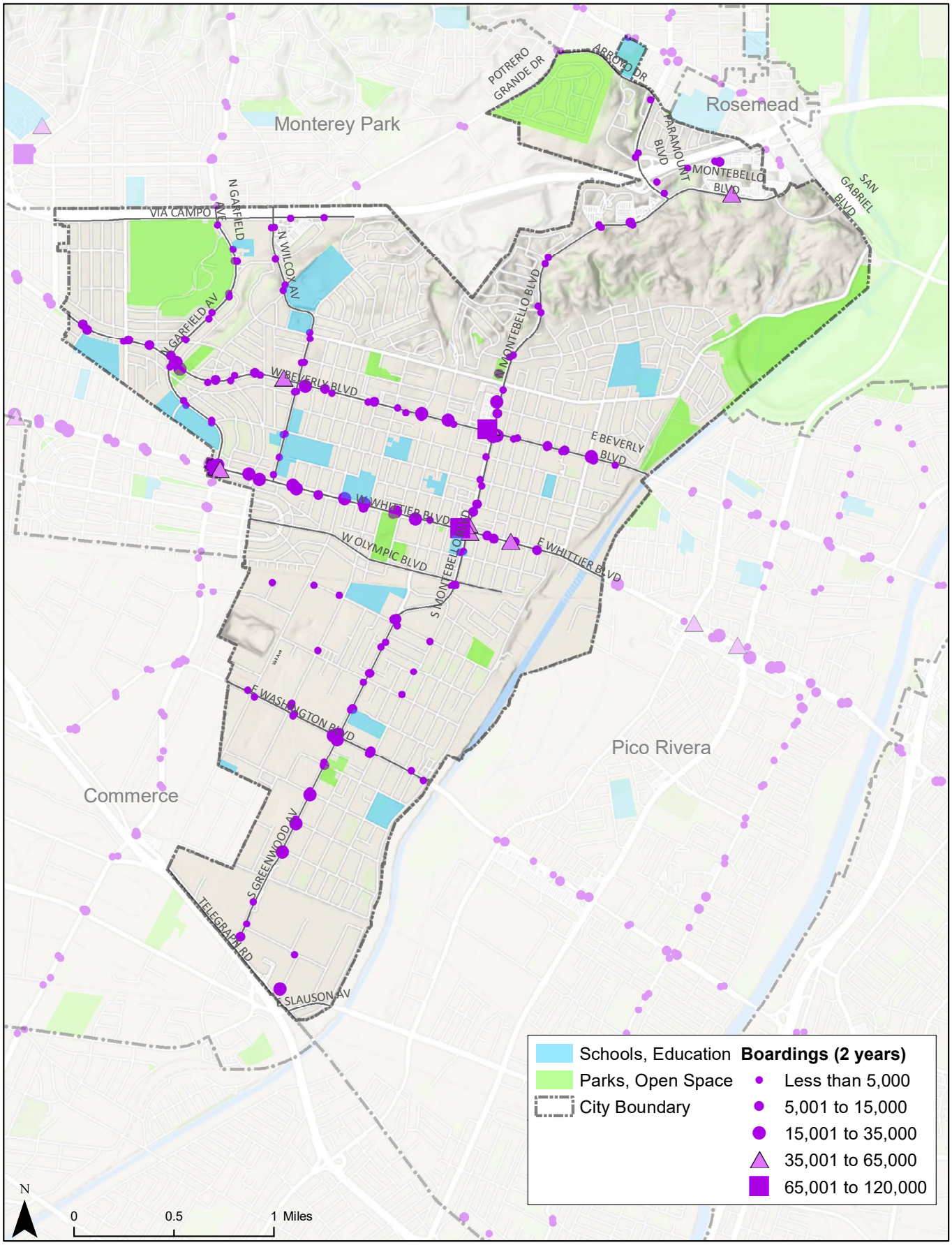


FIGURE 2-4: Montebello Bus Lines Boardings

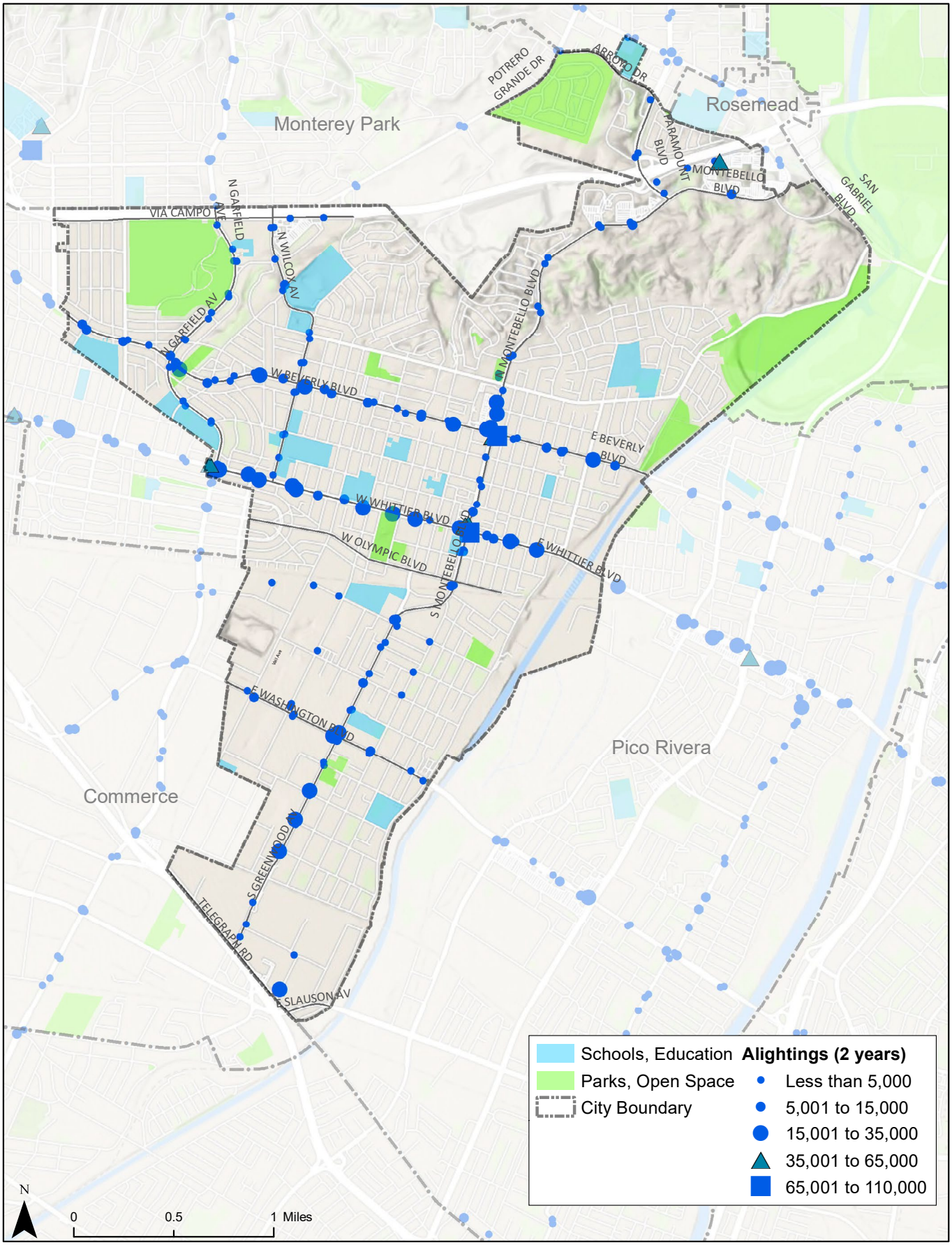


FIGURE 2-5: Montebello Bus Lines Alightings

2.3 EXISTING PEDESTRIAN NETWORK

The City of Montebello is considered somewhat walkable with a walk score of 66, according to WalkScore.com. Walk Score determines the central, west portion of the City as the most walkable, which mirrors the locations of some of the busiest transit stops: Whittier Boulevard at Garfield Avenue, Whittier Boulevard at Montebello Boulevard, and Montebello Boulevard at Beverly Boulevard. A strong transit corridor boosts walkability through access, safety, and comfort. City policy recommends safety improvements, where feasible. Recommendations of this report look carefully at improving perceived and actual safety at these high-volume transit stops through the addition of pedestrian amenities such as curb ramps, bus boarding areas, connecting sidewalks, improved sidewalks, lighting, seating, and crossings.

The City of Montebello has an extensive network of sidewalks that connect nearly all areas of the City with the exception of a few relatively small gaps as shown in Figures 2-6 through 2-9. KTUA developed the sidewalk data layer by reviewing high resolution aerial imagery to find gaps in sidewalks, then digitizing a single line approximately at the center of each sidewalk's width and then lines were drawn for the full length of the existing sidewalk gap. As shown in the following figures, the sidewalk gaps are not at locations with pedestrian collisions suggesting the gaps in sidewalks are not the cause of pedestrian collisions with vehicles. Though not the cause of many collisions, the lack of a continuous sidewalk network inhibits a comfortable walking environment, discourages pedestrian activity, and hinders wheelchair accessibility. Most sidewalk gaps are located at residential front yards except for a few short segments of commercial area on Olympic Boulevard, 4th Street, Greenwood Avenue, near the middle of the City and Vail Avenue, Union Street and Gage Road at the south end of the City. A continuous sidewalk network would not only increase pedestrian activity, but especially enhance the pedestrian experience for persons with disabilities, mobility aids, strollers, and the elderly, who may rely on walking and transit as a primary mode of travel.

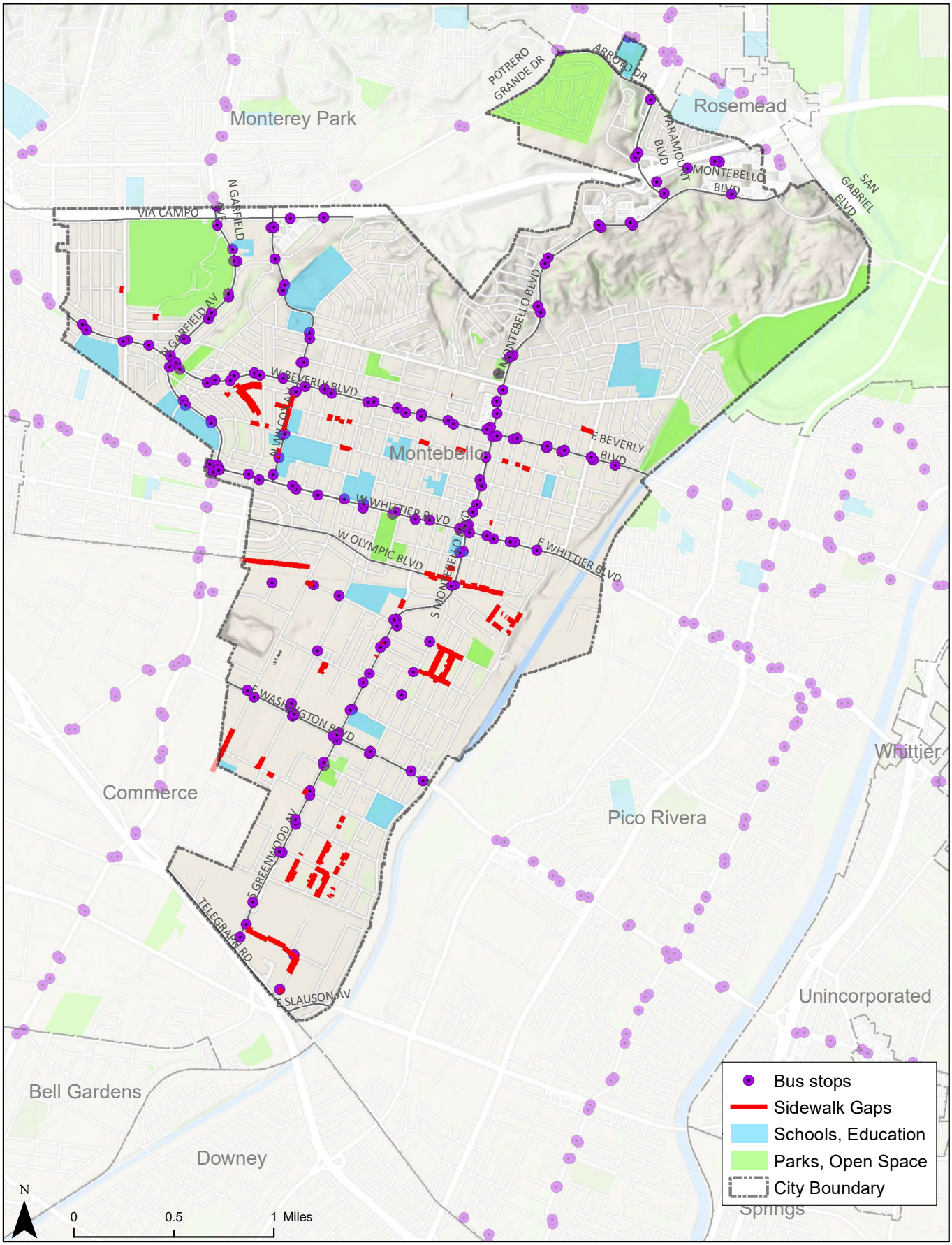


FIGURE 2-6: Sidewalk Gaps

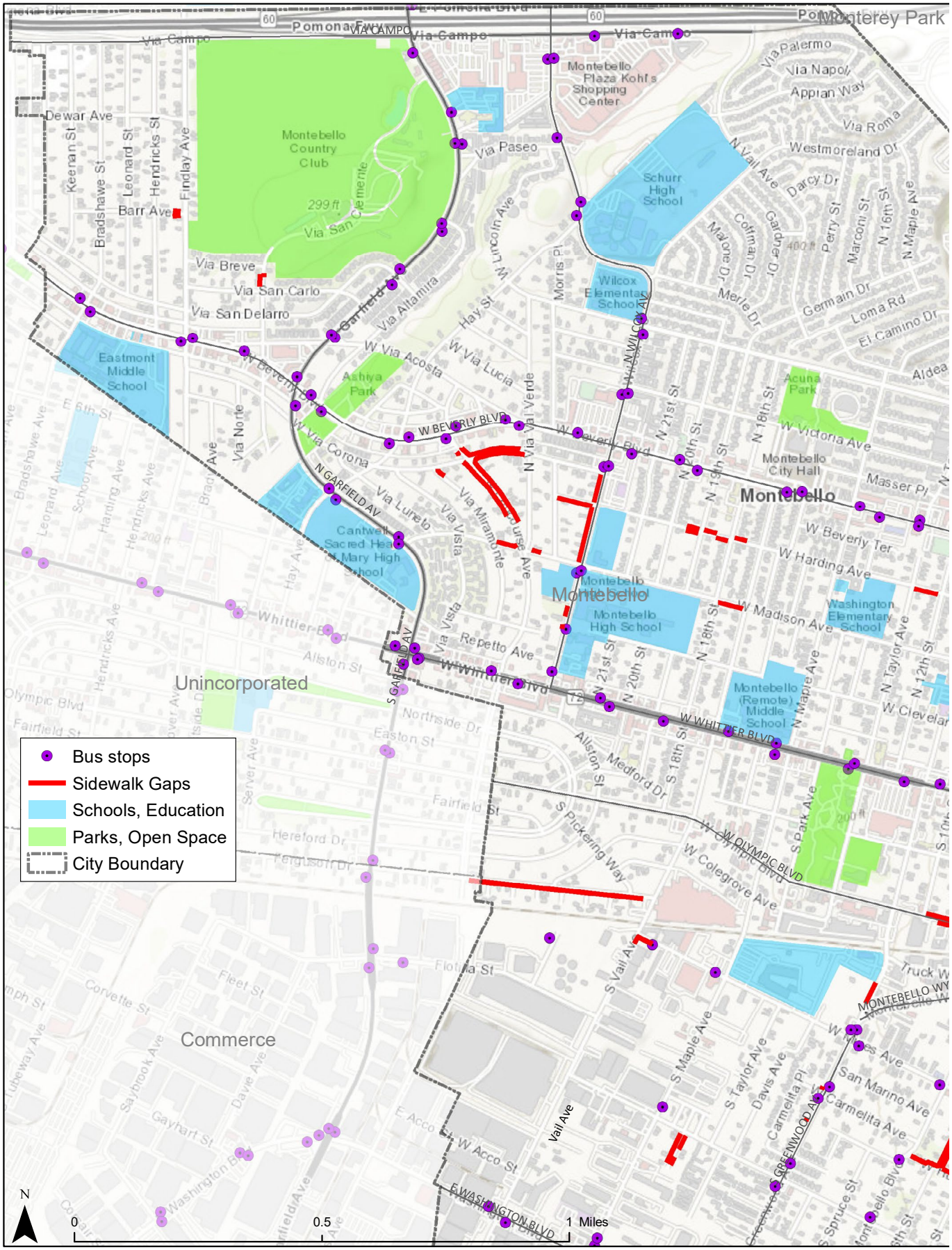


FIGURE 2–7: Sidewalk Gaps, Western Enlargement

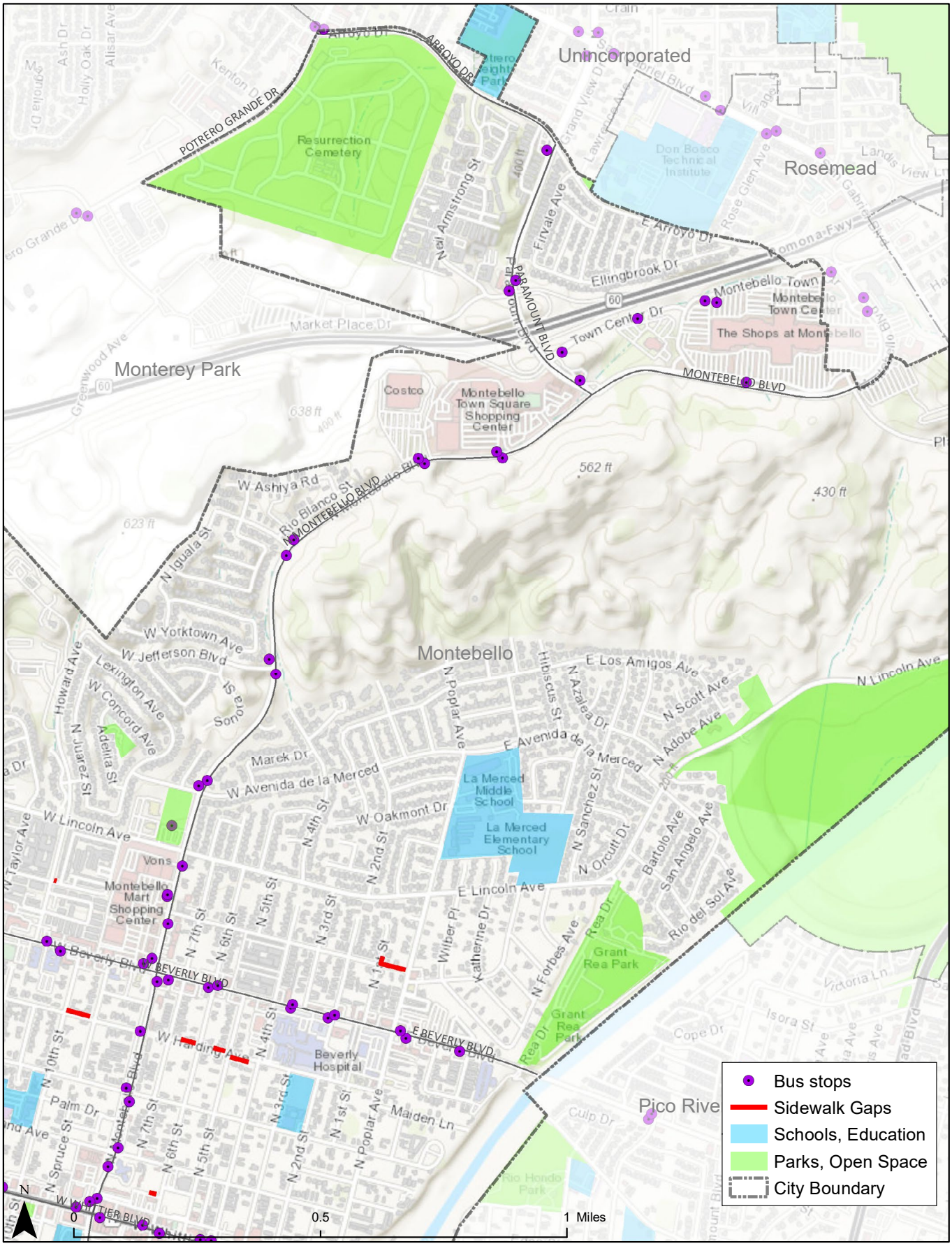


FIGURE 2-8: Sidewalk Gaps, Eastern Enlargement

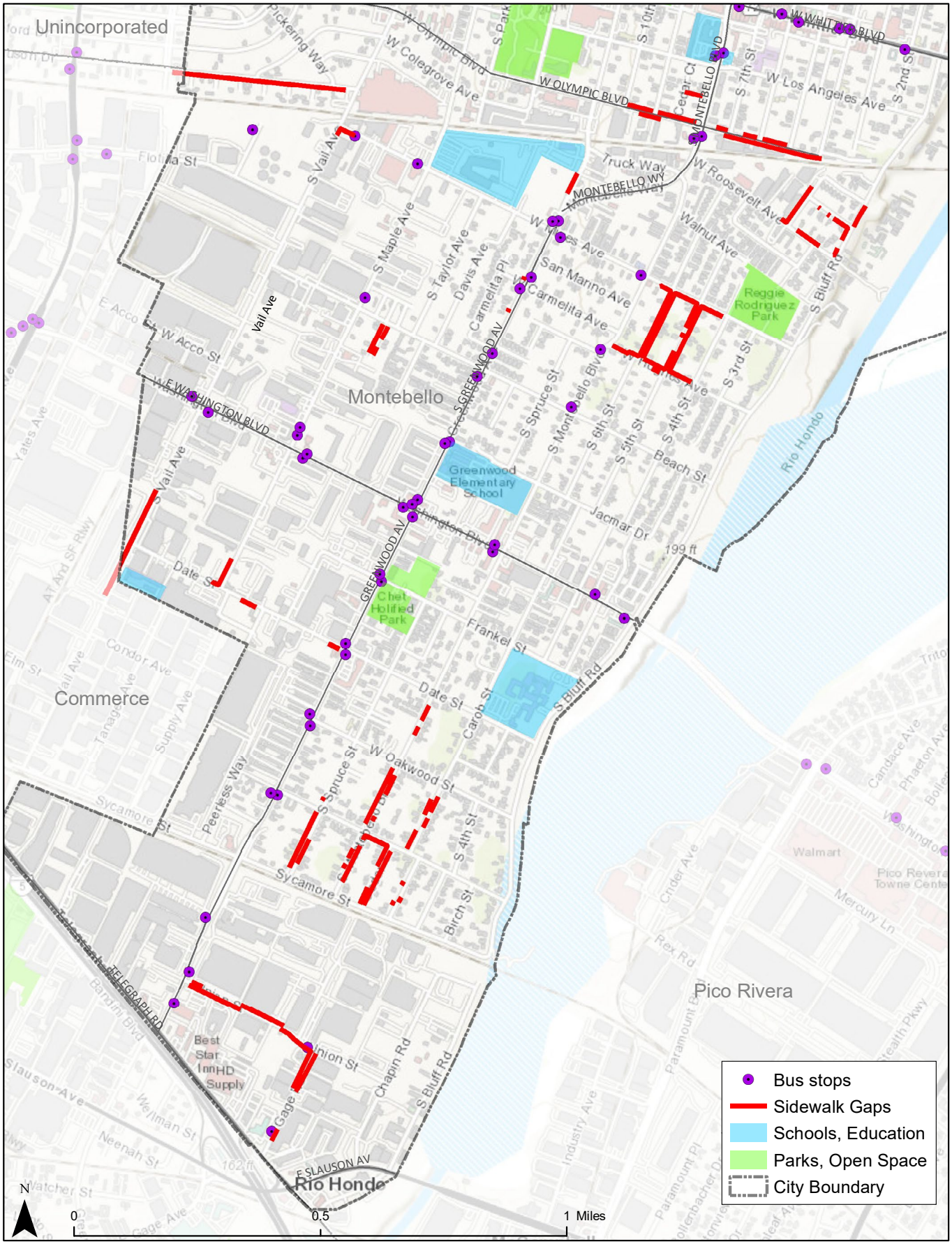


FIGURE 2–9: Sidewalk Gaps, Southern Enlargement

2.4 EXISTING BICYCLE NETWORK

The existing bicycle facility network in Montebello is quite limited. A 5.2-mile segment of the Rio Hondo multi-use bike path exists along the Rio Hondo Flood Control Channel, a 2.2-mile segment of Class 2 buffered and standard bike lanes on North Montebello Boulevard, and a 0.8-mile bike lane on Avenida De La Merced. Figures 2-10 through 2-13 show both existing bicycle facilities (marked with a solid line) and proposed bicycle facilities (marked with a dashed line).

The bicycle network was analyzed for connectivity as part of the community and stakeholder engagement process. The engagement process was used to gather additional input on routes people feel are important and should move forward as recommendations. Although the City does not currently have a substantial bicycle facility network, it has an excellent road grid network, showing the future potential for a top-class bicycle network. The SCAG 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy and the City of Montebello General Plan propose additional bike routes to connect people to City destinations and to the surrounding region.

As shown on the detailed bicycle network figures on the following pages, collisions with vehicles occur frequently on streets that are lacking bicycle lanes. A few streets worth noting in terms of missing bicycle lanes and no plans to install new bike lanes are noted below. If a bike lane, especially a separated bike lane, were installed on these noted streets, they would help reduce, ideally eliminate, injury collisions.

- Beverly Boulevard across almost the entire City width
- Wilcox Avenue around Schurr High School
- Via Campo paralleling Highway 60 at the north edge of the City
- Maple Avenue near Washington Elementary and Montebello Middle School
- Cleveland Avenue across the entire City width
- Los Angeles Avenue east of Park Avenue to the east City limit
- South Montebello Boulevard south of Roosevelt Avenue to Washington Boulevard
- Washington Boulevard across the entire City width

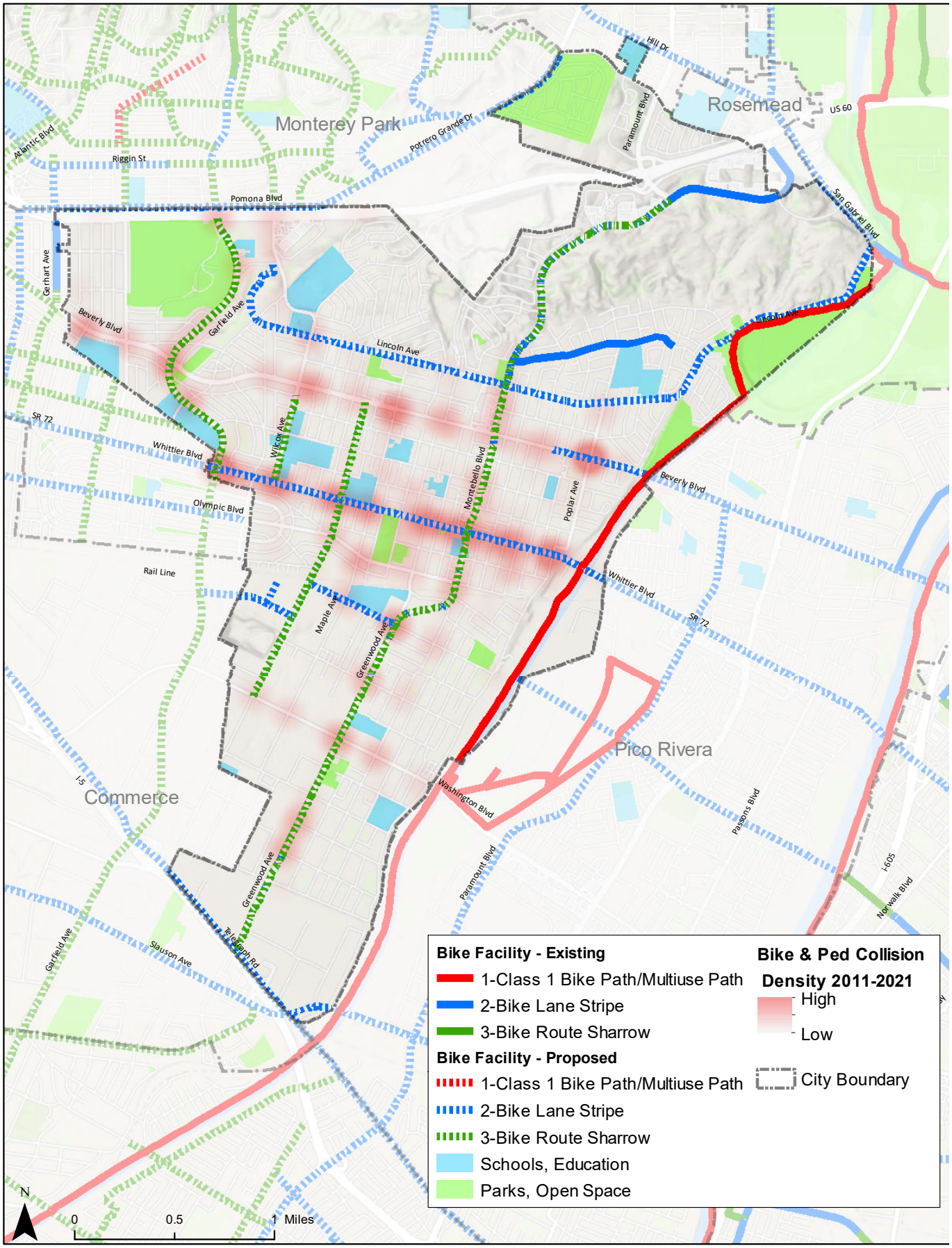


FIGURE 2–10: Bicycle Facilities

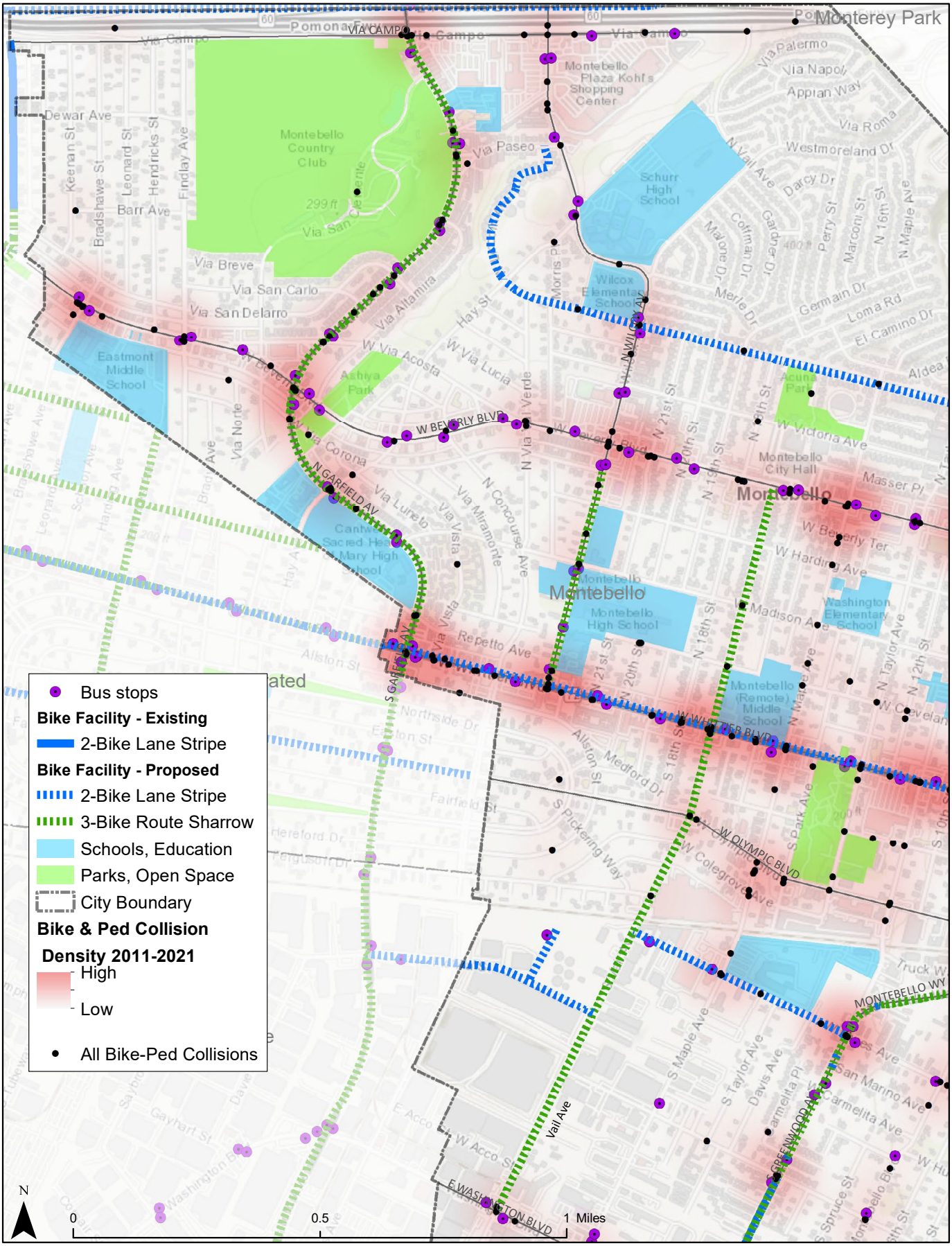


FIGURE 2–11: Bicycle Facilities, Eastern Enlargement

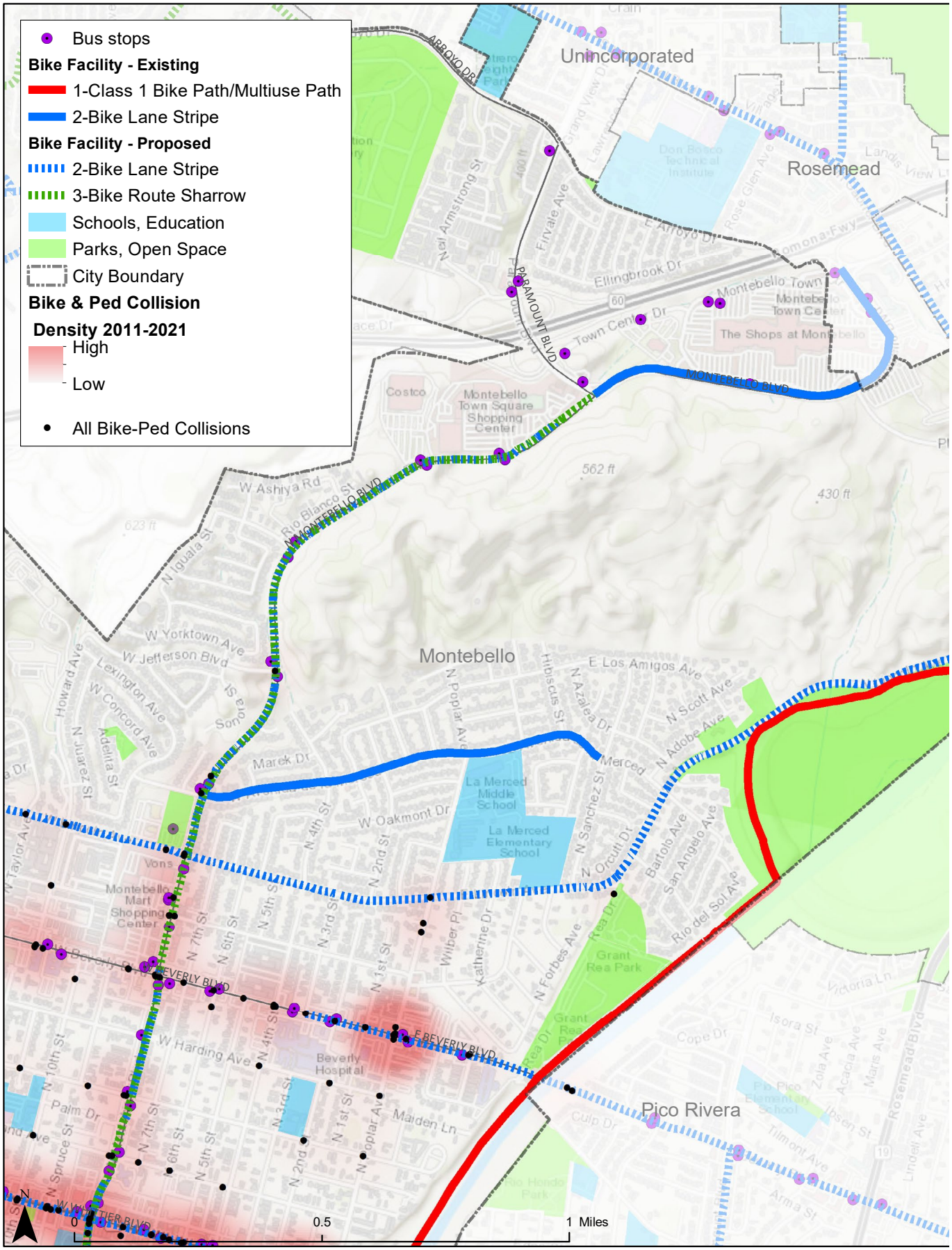


FIGURE 2-12: Bicycle Facilities, Southern Enlargement

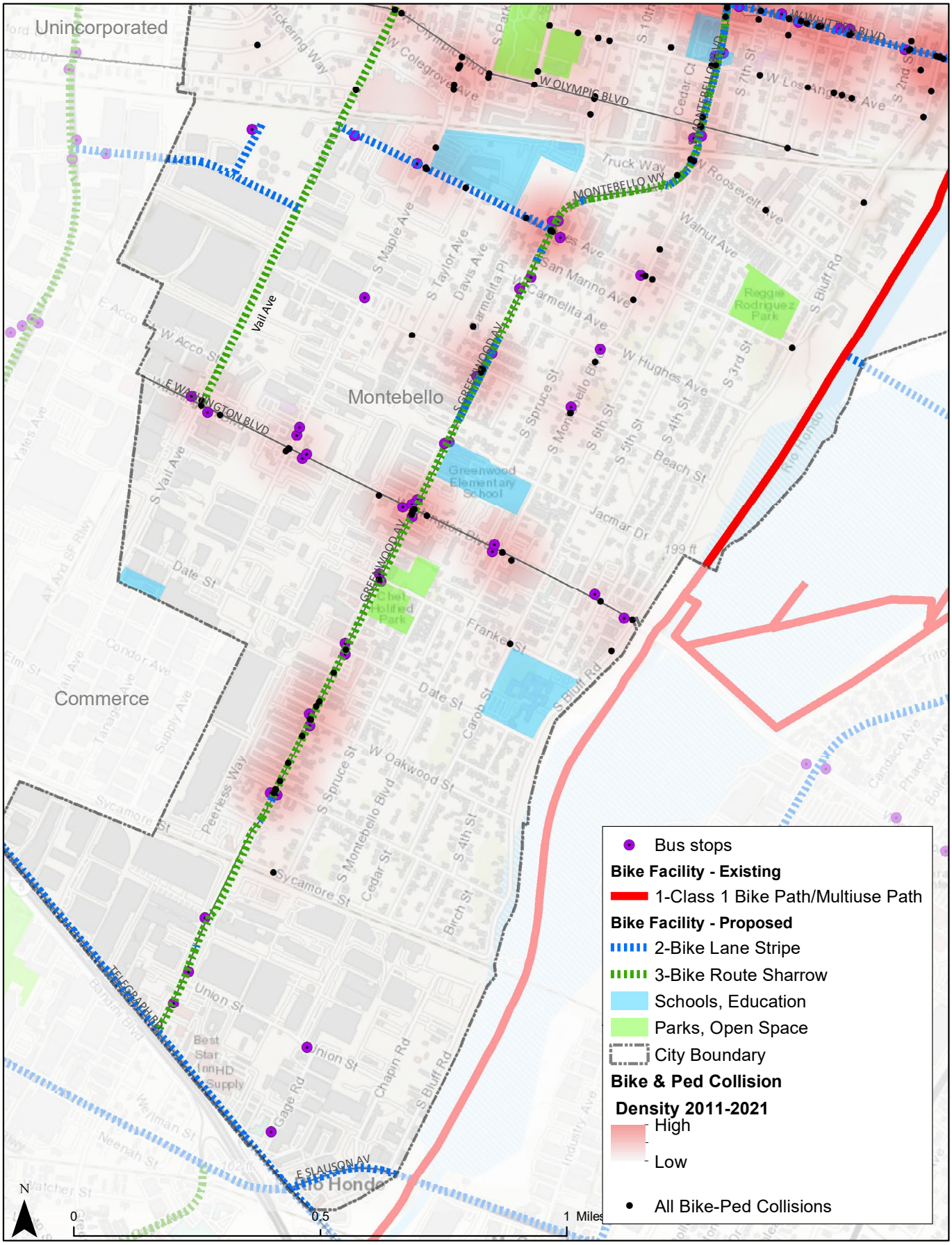


FIGURE 2-13: Bicycle Facilities, Southern Enlargement

2.5 MICROMOBILITY

Micromobility is generally defined as any small, low-speed, human- or electric-powered transportation device, such as bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled devices. Micromobility devices can be individually owned or part of a shared network that includes docking stations and mobile applications. Shared micromobility systems are generally deployed in targeted service areas with the intent to close the "first- and last-mile" connections to complete trips made via other modes, including transit. Micromobility can also provide an alternative form of transportation for those with short trips or commutes to reduce vehicular congestion. Example systems in the region include Lyft Scooters and Veo Micromobility in Santa Monica and Lime Scooter in the City of Los Angeles.

Currently, the City of Montebello does not have an e-scooter or bikeshare program. However, from the General Plan's Part C, Our Accessible Community chapter, strategies and action items have been developed to improve mobility and first-last mile connections. The implementation of bicycle and pedestrian facilities will be an integral component of the street if micromobility programs are introduced. The following strategies and action items are identified to help the City integrate micromobility and are derived from the Public Transit and Rideshare section of the General Plan, verbatim.

Strategies

- Support rideshare and shared mobility by providing sufficient curb space for passenger loading at key destinations.
- Incorporate micromobility (e.g., bike share and scooter share) into transit and active transportation improvements.

Action Items

- A4.3a The development and implementation of first-last mile (FLM) improvements could include bikeshare and scootershare stations at key destinations.

2.6 MICROTRANSIT

Microtransit refers to pooled rides in shared van shuttles running on fixed or on-demand routes and schedules. An MBL program with similarities is the Metrolink Shuttle which accommodates passengers arriving at the Montebello/Commerce Station to their desired location. Like buses and ride-hailing services, such as Uber and Lyft, microtransit shuttles can serve unmet mobility needs of underserved populations. Microtransit can benefit many Montebello residents, especially those that live more than a half mile away from the Montebello/Commerce Station or popular destinations within the City. Many low-income transit-dependent households reside where transit service is limited to infrequent circulator buses, limited operating hours, and the need to make multiple transfers to complete trips. Microtransit will make it easier for these underserved residents and those with disabilities to get around.

Fortunately, the General Plan's Part C, Our Accessible Community chapter, has included strategies to explore microtransit within the City. The following strategies and action items are derived from the Public Transit and Rideshare section of the General Plan, verbatim.

Strategies

- Study options for supplementing local bus service and improving connections to local destinations and rail stations such as local shuttles, demand responsive services, or microtransit services.

Action Items

- Improve connectivity within growth neighborhoods, areas of opportunity and for transit-dependent populations to enhance access to local and regional transit services.
- Explore the feasibility of establishing a microtransit or fixed-route shuttle service to provide convenient access between the future Gold Line Greenwood Station and key local destinations such as the Downtown Specific Plan area, City Hall, and the Beverly Boulevard corridor.

2.7 MOBILITY HUBS

A mobility hub consists of a transit station that provides multimodal transportation options to and from the station and surrounding area. They serve an important function in the regional transportation system as an origin, destination, or transfer point for a significant number of trips. Mobility hubs provide connectivity where different modes of transportation, such as micromobility, ride sharing or car sharing, all come together seamlessly. Ideally a concentration of land uses that support work, live and play is adjacent to a mobility hub but that's not always the case. Mobility hubs can also have additional amenities such as lighting, shelters, bicycle parking and micromobility docking stations.

Mobility hubs may result in a number of benefits:

- Increased first and last mile improvements within the surrounding area
- Increased transportation choices for residents, employees, and visitors
- Increased transportation choices for residents in disadvantaged communities
- Decreased dependence on single occupancy vehicles
- Reduced traffic congestion and vehicle miles traveled
- Reduced transportation costs

Mobility hubs should be explored at the Montebello/Commerce Metrolink Station, the future Metro light rail Greenwood Station and potentially popular destinations within the City such as the downtown area. The General Plan's Part C, Our Accessible Community chapter, has included objectives to explore mobility hubs and generally improve the Montebello/Commerce Station and supporting transit-oriented development within the City. The following strategies and action items are derived from the Public Transit and Rideshare section of the General Plan, verbatim.

Strategies

- Implement small- and large-scale mobility hubs at key multimodal transfer points.

Action Items

- A4.2d Enhance bus stops in the city incorporating high-quality transit stop design and amenities that create a simple, legible, and pleasant experience at the bus stop.
- A4.2f Coordinate land use and transportation planning efforts to develop transit-supportive land uses near existing and future major transit hubs.
- A4.3c Create small-scale mobility hubs at key multimodal transfer points.
- A4.3d Implement larger-scale mobility hubs along Montebello Boulevard and Greenwood Avenue to facilitate multimodal access to/from the future Gold Line Station.

Micromobility example

Microtransit example

Mobility Hub example

2.8 WALK AND BICYCLE AUDITS

Objective

Walk and bike audits were conducted along identified corridors in Montebello to better understand existing pedestrian and bicycle infrastructure, or lack thereof, that may limit active transportation trips to and from transit service. Findings will be used to inform recommendations for infrastructure improvements to improve first-last mile connections to transit stops.

Methodology

Twelve audits were conducted over two days in February 2023. Audit routes were identified along corridors with a higher propensity of pedestrian and bicycle crashes to better understand challenges and opportunities in different parts of Montebello. Collision data, available from the TIMS, between 2011-2021 were used to identify walk and bike audit routes. All the walk and bike audits were open to the public except the four conducted with Montebello High School and Schurr High School. Audit routes are listed below and described in more detail in the subsequent section.

- Walk Audit #1 (Washington Boulevard, Date Street, Montebello Boulevard, and Greenwood Avenue)
- Walk Audit #2 (Whittier Boulevard from Montebello Boulevard to Bluff Road)
- Walk Audit #3 (Greenwood Avenue from Date Street to Elm Street)
- Walk Audit #4 (Beverly Boulevard, Poplar Avenue, Victoria Avenue, and Montebello Boulevard)
- Walk Audit #5 (Beverly Boulevard from 21st Street to Via Val Verde)
- Walk Audit #6 (Beverly Boulevard from Maple Street to Montebello Boulevard)
- Walk Audit #7 (Montebello High School and surrounding area)
- Walk Audit #8 (Montebello High School and surrounding area)
- Walk Audit #9 (Wilcox Avenue, Hay Street, Morris Place, and Lincoln Avenue)
- Walk Audit #10 (Wilcox Avenue, Donta Way, Morris Place, and Hay Street)
- Bike Audit #1 (Olympic Boulevard, Greenwood Avenue, Beach Street, Vail Avenue, Washington Boulevard and Maple Avenue)
- Bike Audit #2 (Lincoln Avenue, Poplar Avenue, Madison Avenue, and Maple Street)

For each walk and bike audit, a data collection tool was developed. Each tool included a map of the area to be surveyed and a questionnaire to be completed during the audit. The questionnaire asked participants about the condition and usability of the pedestrian or bike network, including safety, comfort, behaviors, and other general questions. Participants were asked to indicate on the map any issues they encountered during the audit using a number that corresponded to that topic in the questionnaire. Discussions and feedback during the walk and bike audits were also recorded and compiled by the project team.

The audits, the exception being the ones conducted with the high school students, were open to the public. A trilingual flyer (English, Spanish, and Mandarin) was created to invite the public to participate. It was posted on Montebello Bus Line buses and in two local libraries, Montebello City Hall, multiple community centers, and high-volume bus stops within Montebello city proper. The flyer was also posted on Montebello social media channels and the project website.

The following pages provide detailed summaries of the existing conditions observed on each walk and bicycle audit. Included are maps of each route, site photos, and an elaborated explanation of the gaps and deficiencies in the pedestrian and bicycle networks, such as substandard sidewalks, insufficient street lighting and/or crosswalks, lack of adequate bicycle infrastructure, and high-volume, high-speed corridors. It also highlights opportunities where improvements or targeted programs could be expected to result in increased pedestrian and bicycle activity.

2.8.1 WALK AUDIT #1

The walk audit route is in the southern region of Montebello, along Washington Boulevard between Greenwood Avenue and Date Street, and adjacent residential streets. Montebello Boulevard has primarily industrial and residential land uses. The area near the intersection of Washington Boulevard and Greenwood Avenue is the site of the proposed Metrolink Gold Line extension stop. Nearby bus routes include Lines 20, 50, and 70.

Throughout the walk audit, there were various features, or lack thereof, that were observed that contribute to real or perceived safety issues and concerns for pedestrians, as demonstrated in Figure 2-14.

Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, and there were a frequent number of obstructions along the sidewalk. These obstructions included utility boxes and light poles. Speeding was also observed along Washington Boulevard and Greenwood Avenue.

Faded Crosswalk markings at Montebello Boulevard and Washington Boulevard

Sidewalk obstruction just south of Greenwood Avenue and Washington Boulevard

The sidewalks were observed to be in good condition with no major breakages or missing portions along the walk audit route, however the number of obstructions would be difficult for someone with a mobility aid, stroller, or visual impairment. The lack of adequate lighting makes people feel unsafe between dusk and dawn and less inclined to walk, roll, or bicycle if they do not have to.

FIGURE 2-14: Existing Conditions along Walk Audit #1 Route

2.8.2 WALK AUDIT #2

The walk audit route was conducted during the post-morning hours in Downtown Montebello along Whittier Boulevard between Montebello Boulevard and Bluff Road. The area is a popular pedestrian destination, especially during the night-time, stressing the importance of lighting and safe crossings. Nearby bus routes include Lines 10 and 20.

The project team observed conditions that would contribute to real or perceived safety issues and concerns for pedestrians. Traffic-controlled intersections were missing audible and pedestrian countdown signals and some of the curb ramps were missing truncated domes. Obstructions, such as utility boxes in the middle of the sidewalk, were observed in a few locations but otherwise, the sidewalk is in good condition.

Unlike other parts of the City, this portion of Whittier Boulevard has pedestrian-scale lighting and sidewalks are slightly wider than seen in other parts of the City, which led to a more positive pedestrian experience. Both parallel and high-visibility crosswalks were observed along the walk audit route. The markings in many locations were faded which is primarily true for the parallel crosswalks.

The corridor was equipped with some bicycle parking along the sidewalk . Bicyclists were also observed riding on the sidewalk since there were no low-stress bicycle facilities in the high-speed, high-volume public right-of-way. This can increase potential conflicts with pedestrians and can create a high-stress pedestrian experience.

Bicycle parking on the sidewalk of Whittier Boulevard

Bicyclist riding on the sidewalk

FIGURE 2-15: Existing Conditions along Walk Audit #2 Route

2.8.3 WALK AUDIT #3

The walk audit route included the portion of Greenwood Avenue between Date Street and Elm Street. This corridor is adjacent to industrial and residential land uses. Line 20 bus route is nearby, running along Greenwood Avenue.

Figure 2-16 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, traffic-controlled intersections were missing audible and/or pedestrian countdown signals, some of the curb ramps were missing truncated domes, and several obstructions along the sidewalk. These obstructions included utility boxes, light poles, fire hydrants and bus benches/shelters.

The sidewalks are in good condition with only one breakage observed along the route. However, the sidewalks are narrow in some locations, which could be challenging for people to walk side by side, for those with strollers, and for those using wheelchairs or other mobility devices. Another perceived issue seemed to be the lack of proper lighting for pedestrians along the roads. Lack of proper lighting for pedestrians leads to uncomfortable walking conditions during the early morning and evening hours.

Sidewalk obstructions near Greenwood Avenue and Oakwood Street

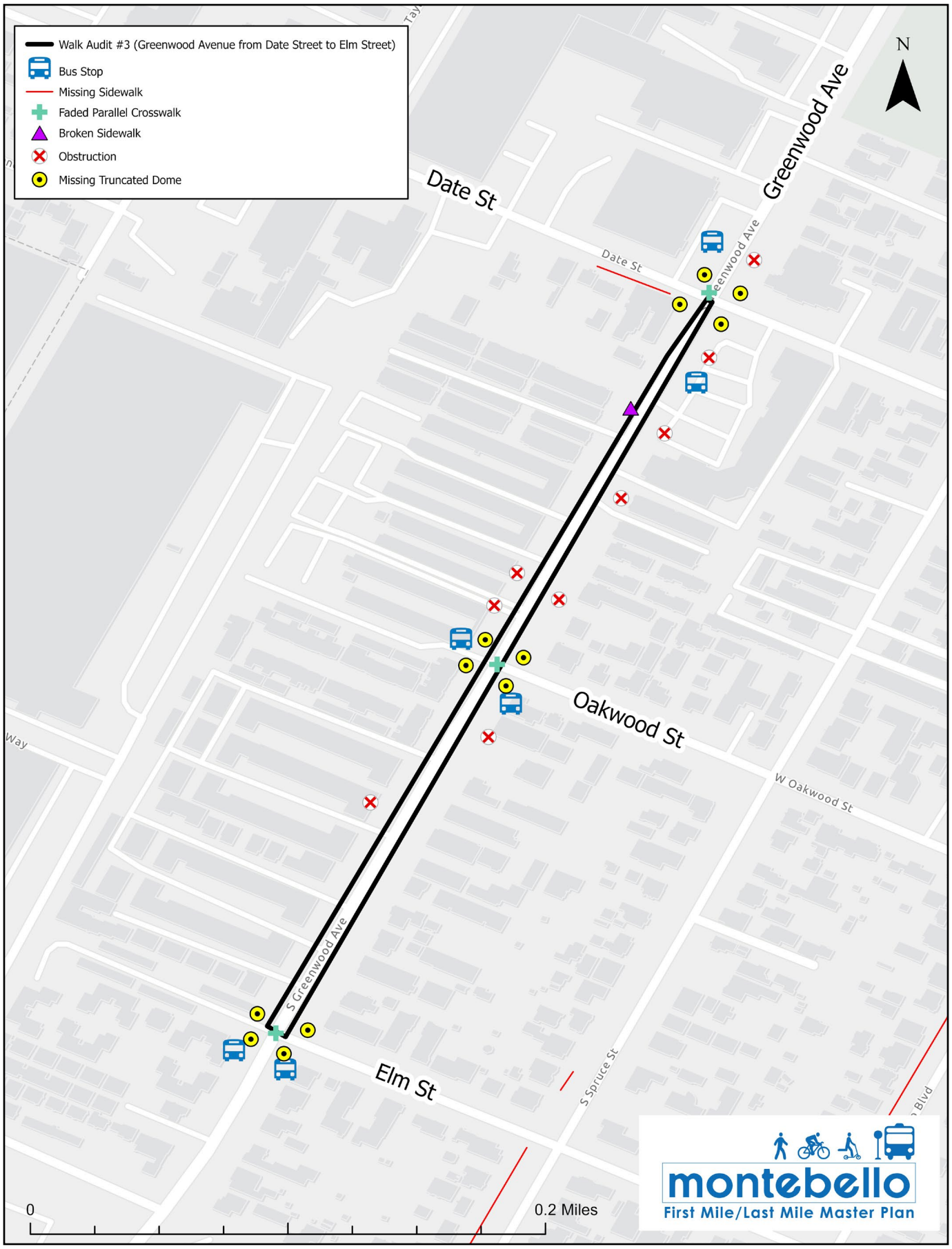


FIGURE 2–16: Existing Conditions along Walk Audit #3 Route

2.8.4 WALK AUDIT #4

This walk audit route included a portion of the Beverly Boulevard corridor from Montebello Boulevard to Poplar Avenue and a residential corridor in Victoria Avenue. The audit took place in an area that is primarily commercial/residential near the Montebello Civic Center. Nearby bus routes include Lines 20, 40, and 90.

Figure 2-17 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, and a frequent number of obstructions along the sidewalk, including utility boxes and light poles.

Throughout the audit, the team noticed a few areas of broken sidewalk along the Beverly Boulevard and Victoria Avenue corridors. A pedestrian countdown signal was observed at the intersection of Beverly Boulevard and Poplar Avenue. A mid-block crossing is located at the intersection of 2nd Street and Beverly Boulevard. Although the mid-block crossing exists, vehicles were observed not yielding to pedestrians. Another perceived issue seemed to be the lack of proper lighting for pedestrians along the roads which could lead to unsafe conditions for all users during the early morning and evening hours.

No sidewalks on the north edge of Victoria Avenue

Faded crosswalk at Beverly Boulevard and Montebello Boulevard

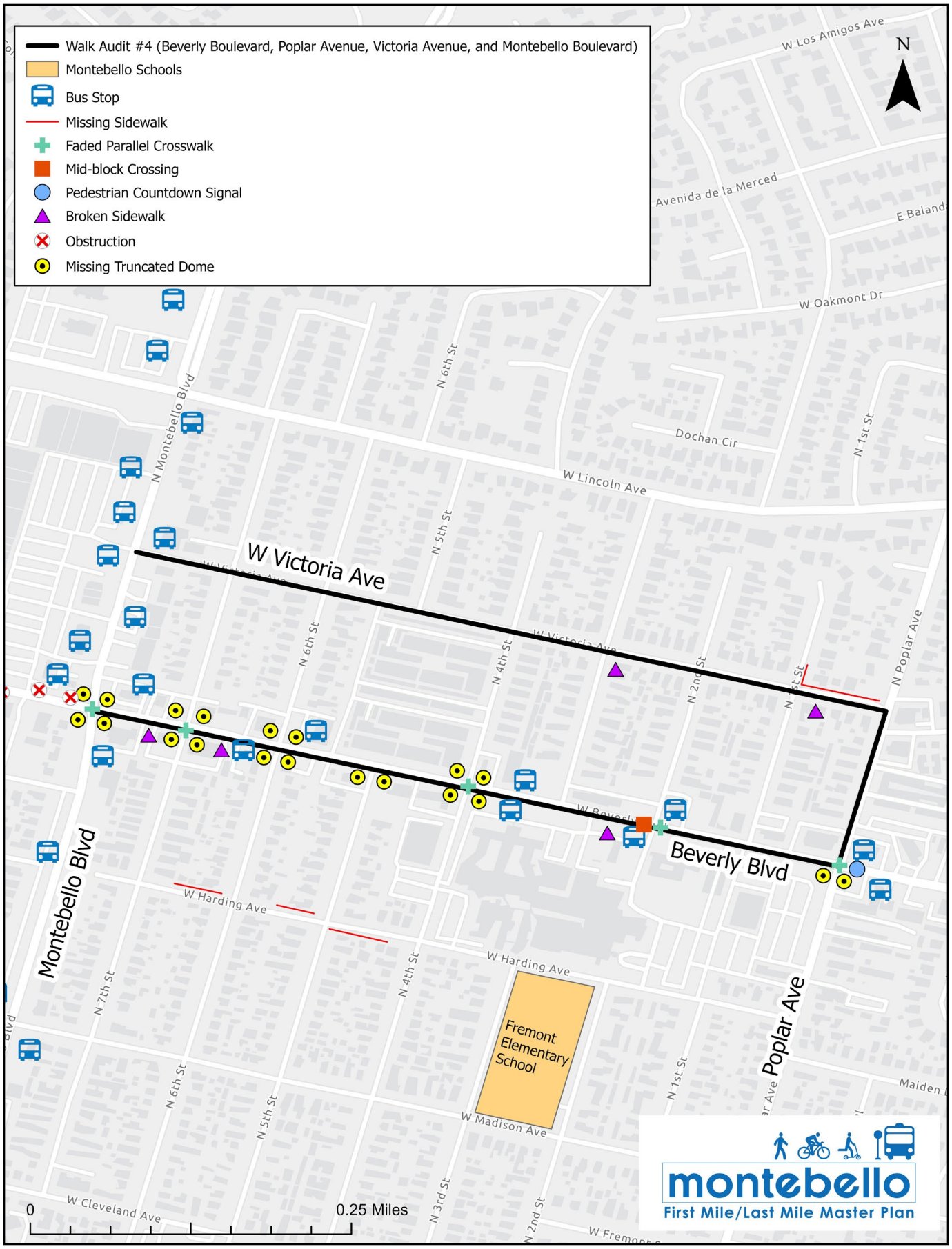


FIGURE 2–17: Existing Conditions along Walk Audit #4 Route

2.8.5 WALK AUDIT #5

This walk audit took place in the post-morning rush hours in a primarily commercial and residential area along Beverly Boulevard corridor from 21st Street to Via Val Verde. This area is important since it sits between Montebello's two biggest high schools, Montebello High School and Schurr High School. Student foot traffic is high when students enter and leave the school in the morning and afternoon hours of the day. Nearby bus routes include Lines 40 and 90.

Figure 2-18 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, and a frequent number of obstructions along the sidewalk. These obstructions included utility boxes, light poles, and bus stop shelters and benches.

During the morning hours, 6:30 am to 9:00 am, this portion of the Beverly Boulevard corridor is equipped with signage not allowing people to park on the street to increase traffic capacity along the roadway. However, during the audit, the project team encountered multiple vehicles parked on the road at around 8:00 am. The signs are currently not being enforced and offenders are not being ticketed.

Car parked illegally on Beverly Boulevard

At the intersection of Beverly Boulevard and 20th Street, a High-Intensity Activated Crosswalk (HAWK) is currently installed. This infrastructure allows pedestrians to safely cross the road as vehicles are signaled to stop by allowing pedestrians 25 seconds to cross the road.

A Pedestrian Hybrid Beacon (PHB) at Beverly Boulevard and 20th Street

FIGURE 2-18: Existing Conditions along Walk Audit #5 Route

2.8.6 WALK AUDIT #6

This walk audit route took place in the mid-morning hours before noon in a primarily commercial area along Beverly Boulevard corridor from Maple Avenue to Montebello Boulevard. Nearby bus routes include Lines 20, 40, and 90.

Figure 2-19 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, and there were a frequent number of obstructions along the sidewalk. These obstructions included utility boxes, light poles, and a bus stop (shelters and benches). Another perceived issue seemed to be the lack of proper lighting for pedestrians along the roads which could lead to unsafe conditions for all users during the early morning and evening hours.

A few of the intersections along the Beverly corridor were equipped with audible crossing signals to accommodate those with visual challenges. Additionally, the intersection of Howard Avenue and Beverly Boulevard had both an audible crossing signal and a pedestrian countdown signal. Pedestrian countdown signals are required by the California Manual on Uniform Traffic Control Devices (CA MUTCD), the state traffic engineering manual.

Bus shelter obstructs the sidewalk near Beverly Boulevard and Howard Avenue

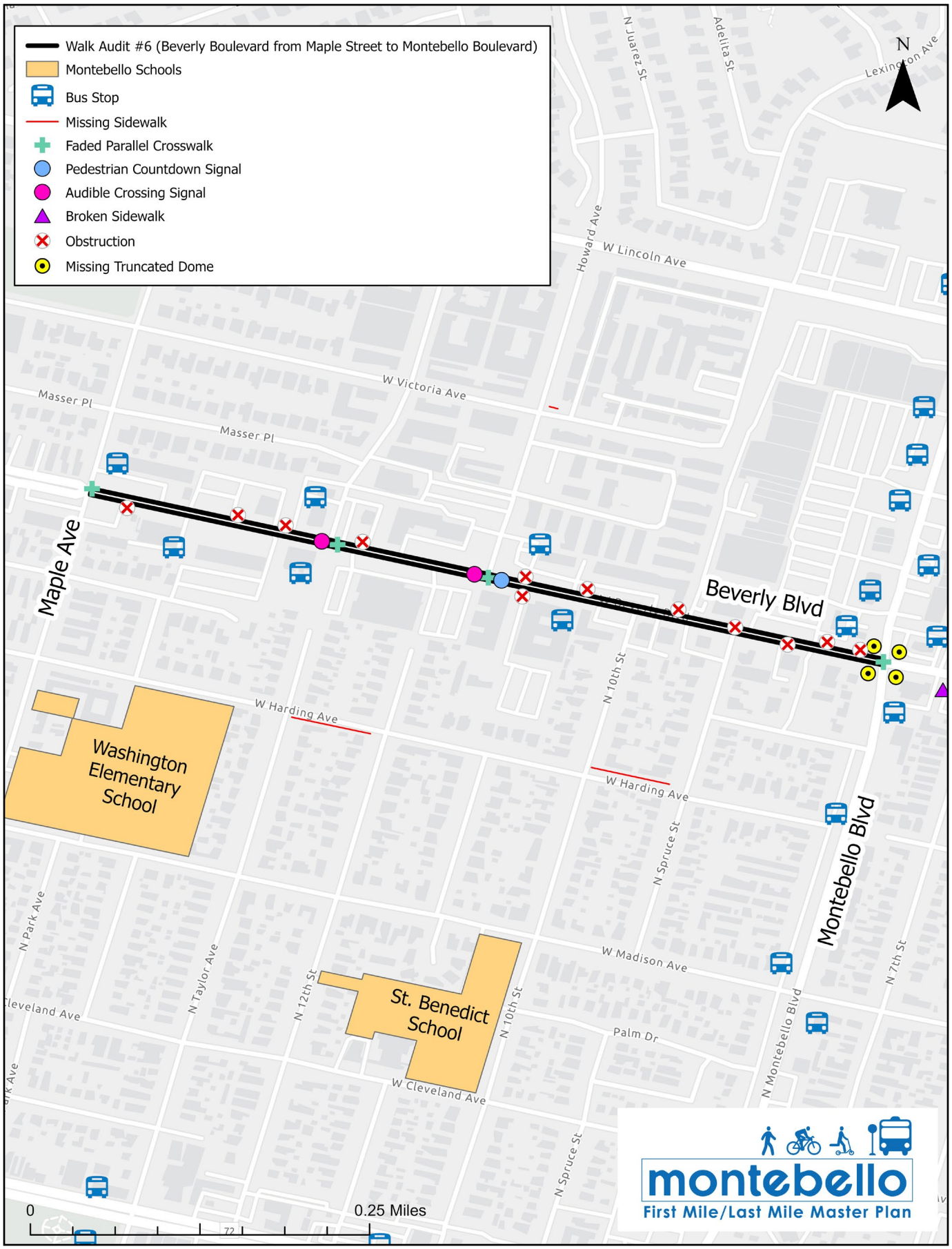


FIGURE 2-19: Existing Conditions along Walk Audit #6 Route

2.8.7 WALK AUDIT #7

This walk audit focused on the surrounding blocks of Montebello High School with students participating to learn about the planning process and share their personal experiences on how they get to school. The corridors traveled include 21st Street, Whittier Boulevard, Wilcox Avenue, and Beverly Boulevard. Due to the large group of students, the group was split into two where each group walked a different route. The audit took place in the afternoon school hours in an area that is primarily a mix of commercial and residential. Nearby bus routes include Lines 10, 40, 70, and 90.

Many students in the group mentioned that they use transit to get to and from school. The students who ride transit commented that they would like to see every bus stop equipped with benches and shelters. The discomfort from rainy days or the summer heat is undesirable while they wait for the bus.

Montebello High School students departing for the walk

Figure 2-20 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, many sections of the sidewalk were broken and, in some cases, missing, and a frequent number of obstructions along the sidewalk. These obstructions included utility boxes and light poles. Many portions of Wilcox Avenue had no sidewalk. Many students mentioned the lack of adequate lighting during the morning and evening hours contributes to unsafe walking conditions.

Montebello High School students departing for the walk

Inconsistent sidewalk gaps on Wilcox Avenue

FIGURE 2-20: Existing Conditions along Walk Audit #7 Route

2.8.8 WALK AUDIT #8

This walk audit around Montebello High School was joined by a high school class, including one student using a wheelchair. They contributed invaluable input on the conditions that may be uncomfortable for persons who are handicapped or using mobility aids. The corridors traveled included Cleveland Street, 18th Street, and Beverly Boulevard. The audit took place in an area that is primarily commercial and residential. Nearby bus routes include Lines 10, 40, 70, and 90.

Figure 2-21 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, some of the curb ramps were missing truncated domes, many sections of the sidewalk were broken and, in some cases, missing, and a frequent number of obstructions along the sidewalk. These obstructions included utility boxes and light poles. Harding Avenue and Madison Avenue had portions of missing sidewalk. Many students mentioned the lack of adequate lighting during the morning and evening hours contributes to unsafe conditions.

During the audit, many students pointed out the fact that the sidewalks felt narrow to them. The sidewalk is missing in some areas or too narrow to allow passing which pushes pedestrians into the landscaped areas or the road, which is especially unsafe for those with mobility aids, disabilities, and the elderly. The summer months in Montebello are hot and students noted their discomfort during that time and mentioned they would like to see more street trees for shade and for reducing the urban heat island effect.

Students walking on uneven sidewalk

Narrow sidewalks are difficult for groups or passerby

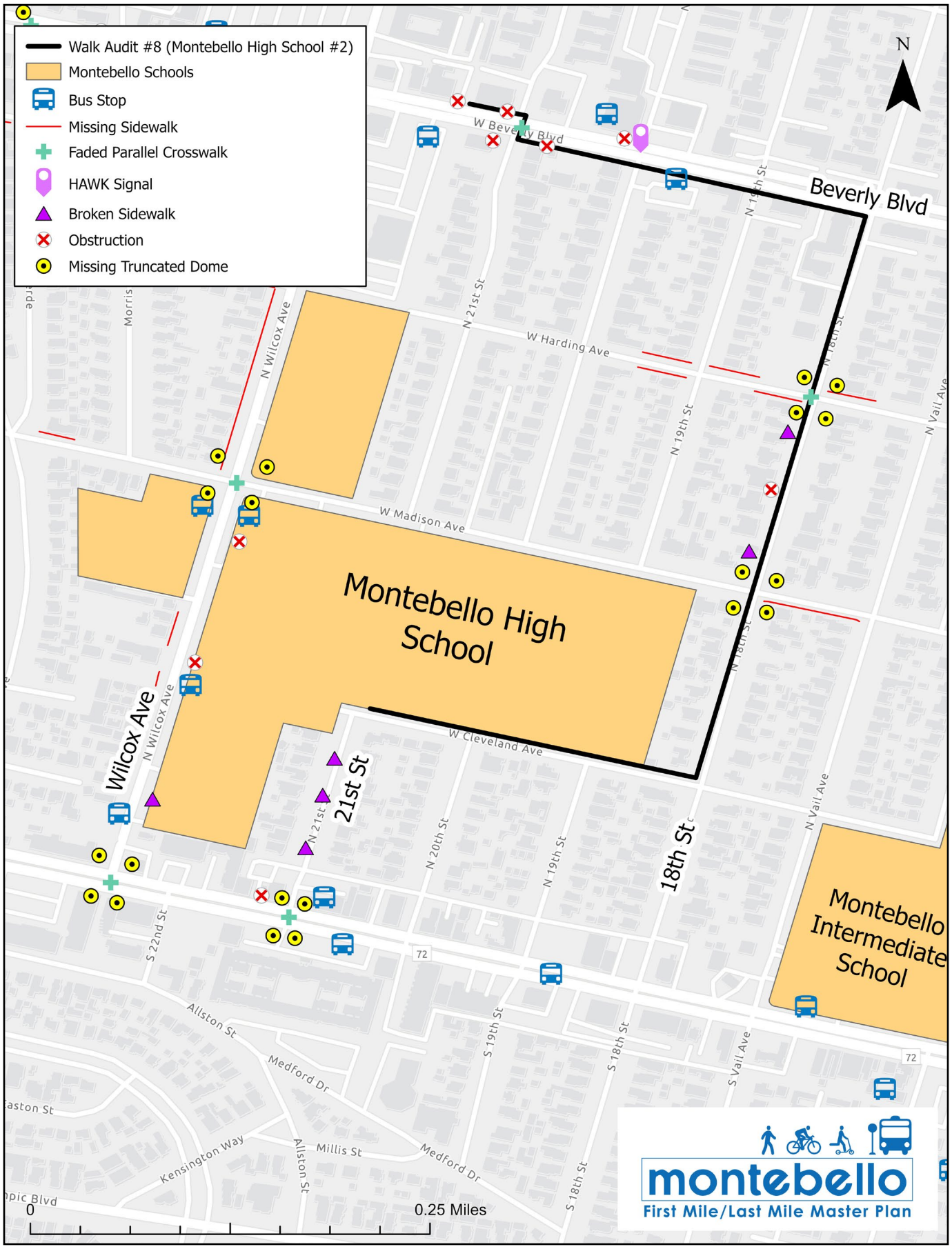


FIGURE 2-21: Existing Conditions along Walk Audit #8 Route

2.8.9 WALK AUDIT #9

This walk audit route included a portion of the surrounding area around Schurr High School. The corridors traveled include Hay Street, Lincoln Avenue, and Morris Place. The audit took place in an area that is primarily residential. Students from the high school were allowed to join the project team on the audit and provide valuable input regarding first-mile/last-mile connections. Nearby bus routes include Lines 30 and 70.

Figure 2-22 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded, a radar speed sign display was observed to be malfunctioning, and a utility box was obstructing the sidewalk on the intersection of Wilcox Avenue and Hay Street. A section of broken sidewalk was observed near the intersection of Lincoln Avenue and Via Val Verde. Many students mentioned the lack of adequate lighting during the morning and evening hours contributes to unsafe walking conditions.

Principal McKiernan mentioned that many students take transit to get to and from school. During the morning and afternoon hours when students are arriving or departing, the sidewalks on Wilcox Avenue and Hay Street are typically filled with students. Multiple students are often seen waiting at bus stops. Students reported that cars do not stop for crossing students on Hay Street during drop off and pickup.

Sidewalk missing or covered with dirt on Lincoln Avenue

Students report cars speeding and not yielding to them even with vertical traffic calming elements on Hay Street

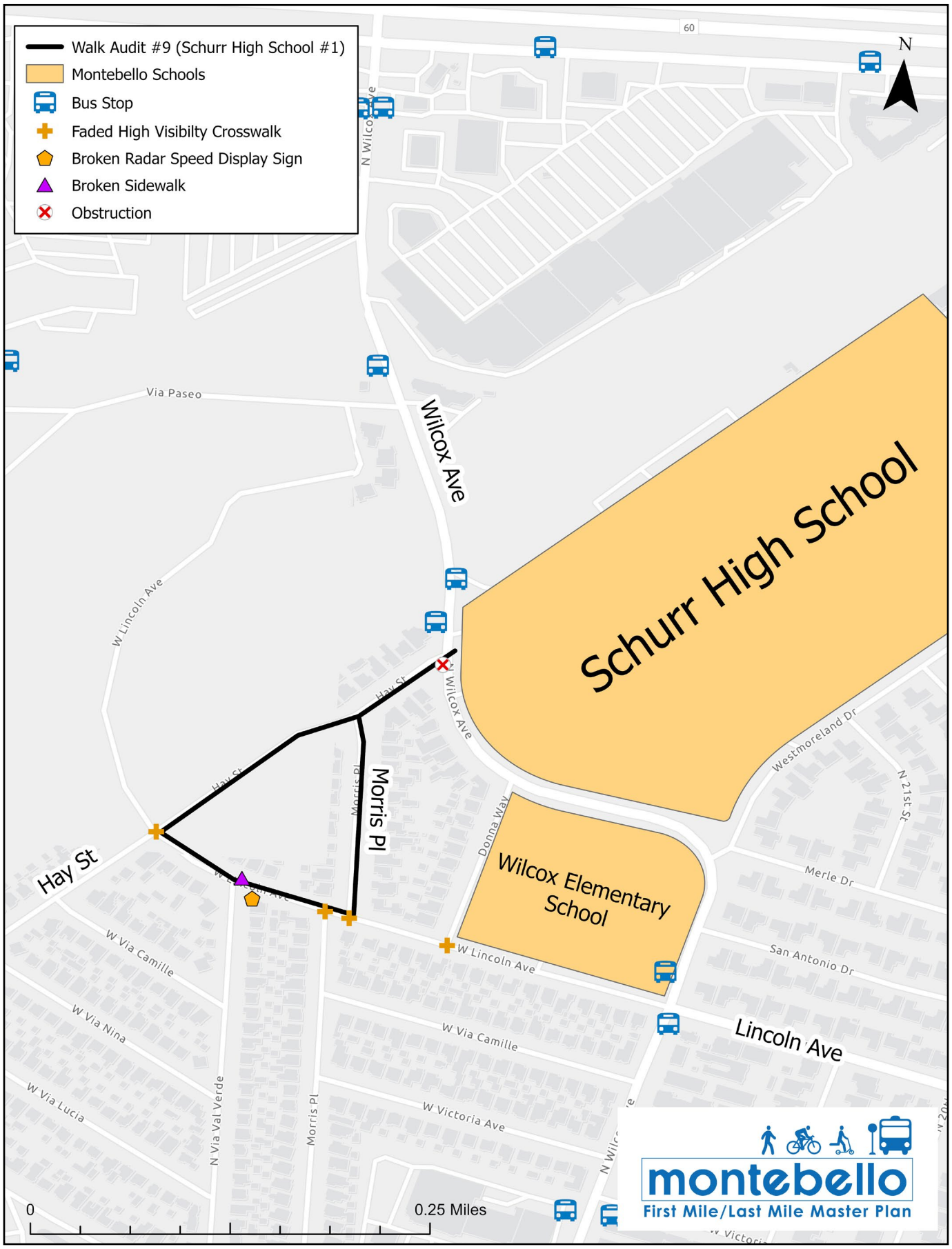


FIGURE 2-22: Existing Conditions along Walk Audit #9 Route

2.8.10 WALK AUDIT #10

The Schurr High School walk audit with students was split into two groups to cover more ground. The second group's route included Hay Street, Lincoln Avenue, and Morris Place. Nearby bus routes include Lines 30 and 70.

Figure 2-23 displays a map of the existing conditions observed during the walk. Crosswalk markings were observed to be faded and a utility box was obstructing the sidewalk on the intersection of Wilcox Avenue and Hay Street. Many students mentioned the lack of adequate lighting during the morning and evening hours contributes to unsafe conditions as well as lack of shade in the hot months.

During Schurr High School's after school hours, the project team observed conditions from students as they departed campus. Students would move in large groups crossing the intersection at Wilcox Avenue and Hay Street and then disperse into the neighborhood or wait at nearby bus stops. Due to the large volume of students, vehicle traffic moving through the intersection is impacted. Police members are on standby to help ensure the safety of students departing the campus.

Yellow high visibility crosswalks signal to cars that students cross here

Minimal space for students to wait is especially problematic during pickup and drop-off

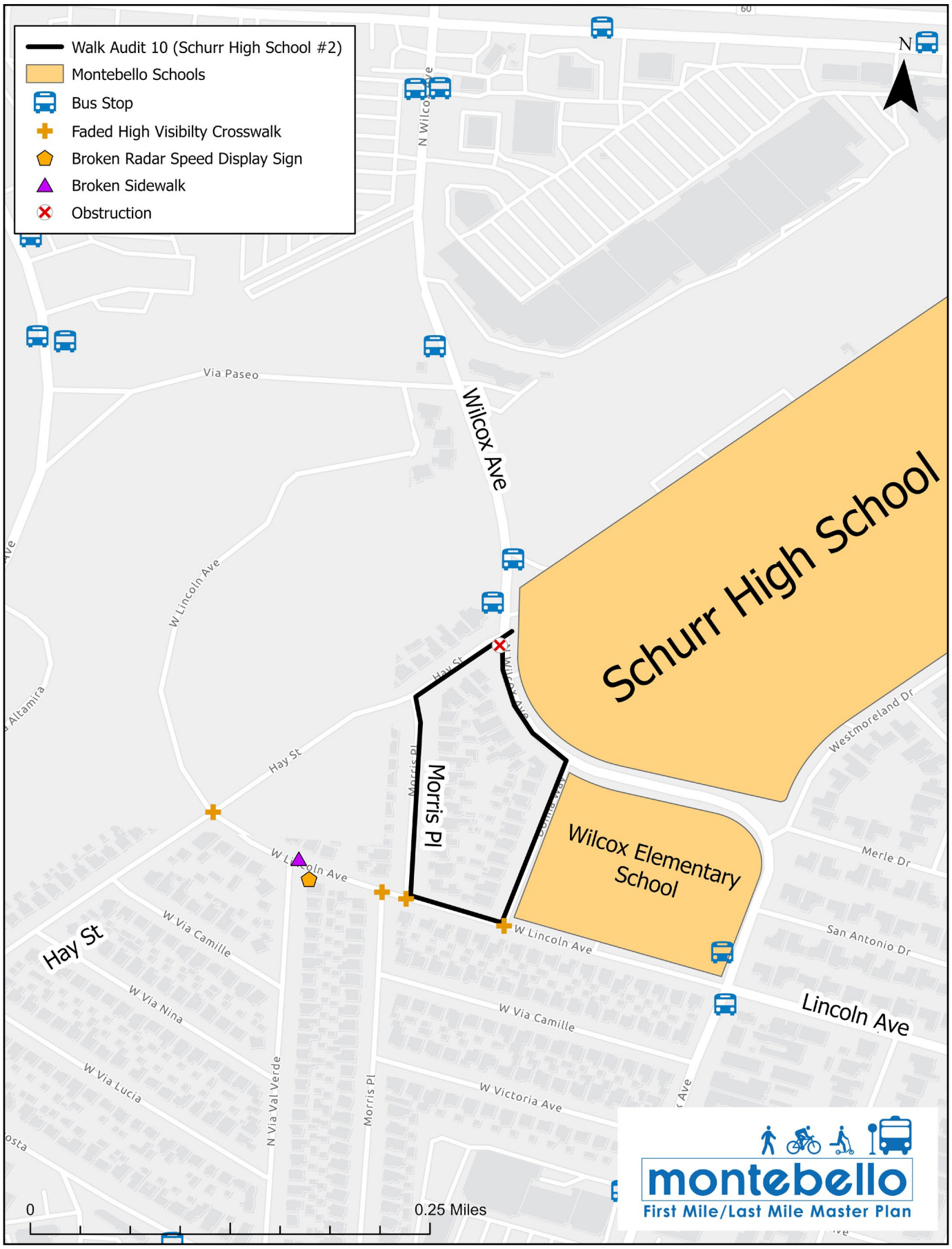


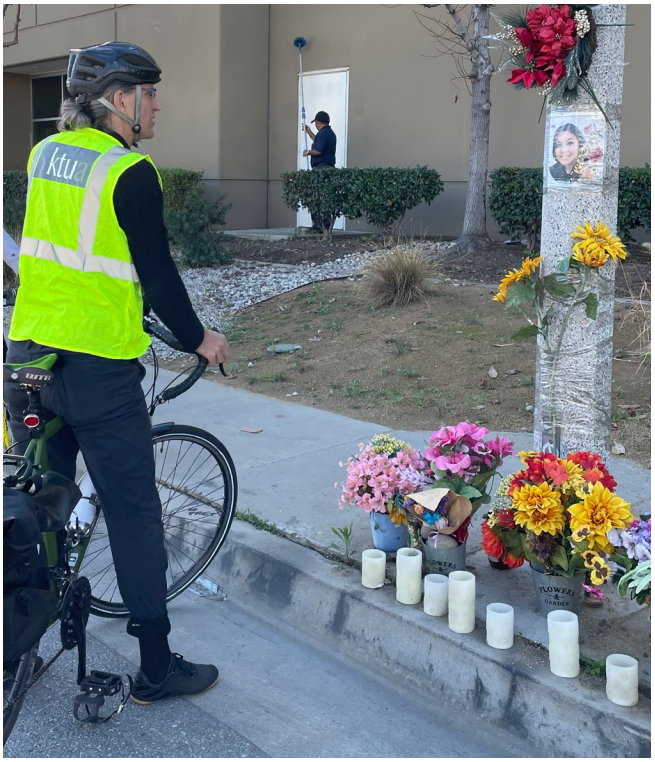
FIGURE 2-23: Existing Conditions along Walk Audit #10 Route

2.8.11 BIKE AUDIT #1

This bike audit occurred during rush hour in the morning hours and traveled through the southern half of the City, passing by several mobile home parks, residential neighborhoods, industrial places of work, and the Montebello/Commerce Metrolink station. In addition to the rail line, other first-mile/last-mile transit connections follow Lines 20, 50, and 70.

There are no bicycle facilities along the audit route and riders typically either ride alongside moving vehicles or on the sidewalk. The industrial and residential streets had lighter traffic, but the major arterials, such as Greenwood Avenue and Washington Avenue, had larger volumes of high-speed motor vehicles, creating uncomfortable conditions for non-motorized road users.

There are no bicycle facilities on these streets which adds to the level of stress, especially when sharing the road with trucks.



The project team stops at a memorial of a woman who was hit and killed by a car

Street has no dedicated space for bicyclists and is a bumpy ride

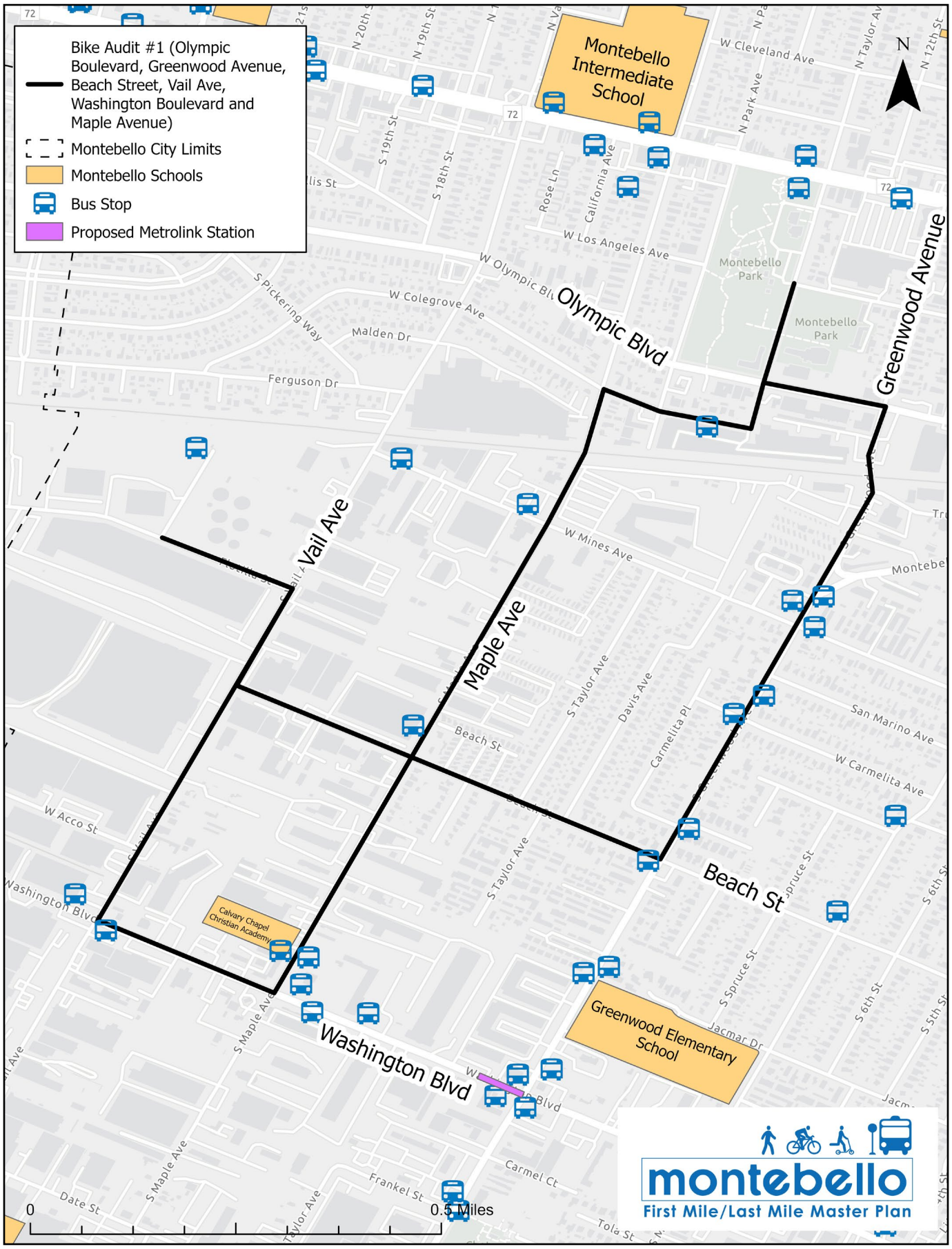


FIGURE 2-24: Existing Conditions along Bike Audit #1 Route

2.8.12 BIKE AUDIT #2

This bike audit was done in the post-morning rush hours in a rectangular route down Lincoln Avenue, Poplar Avenue, Madison Avenue, and up Maple Avenue before connecting back to Lincoln Avenue. The route passed Beverly Hospital, Washington Elementary School, Acuna Park, shopping centers, and other destinations. Nearby bus routes include Lines 20, 40, and 90.

While many key destinations were along the route or nearby, the corridors consisted of shaded residential streets. Vehicle traffic is mostly slow, and safe for bicyclists to share the road. Lincoln Avenue is a wide street that has plenty of room for bicycle infrastructure. Cars traveled the fastest along this route due to the street width and hills, which is where bicyclists are the most exposed along this route.

A shady bicycle ride along Fremont Elementary School

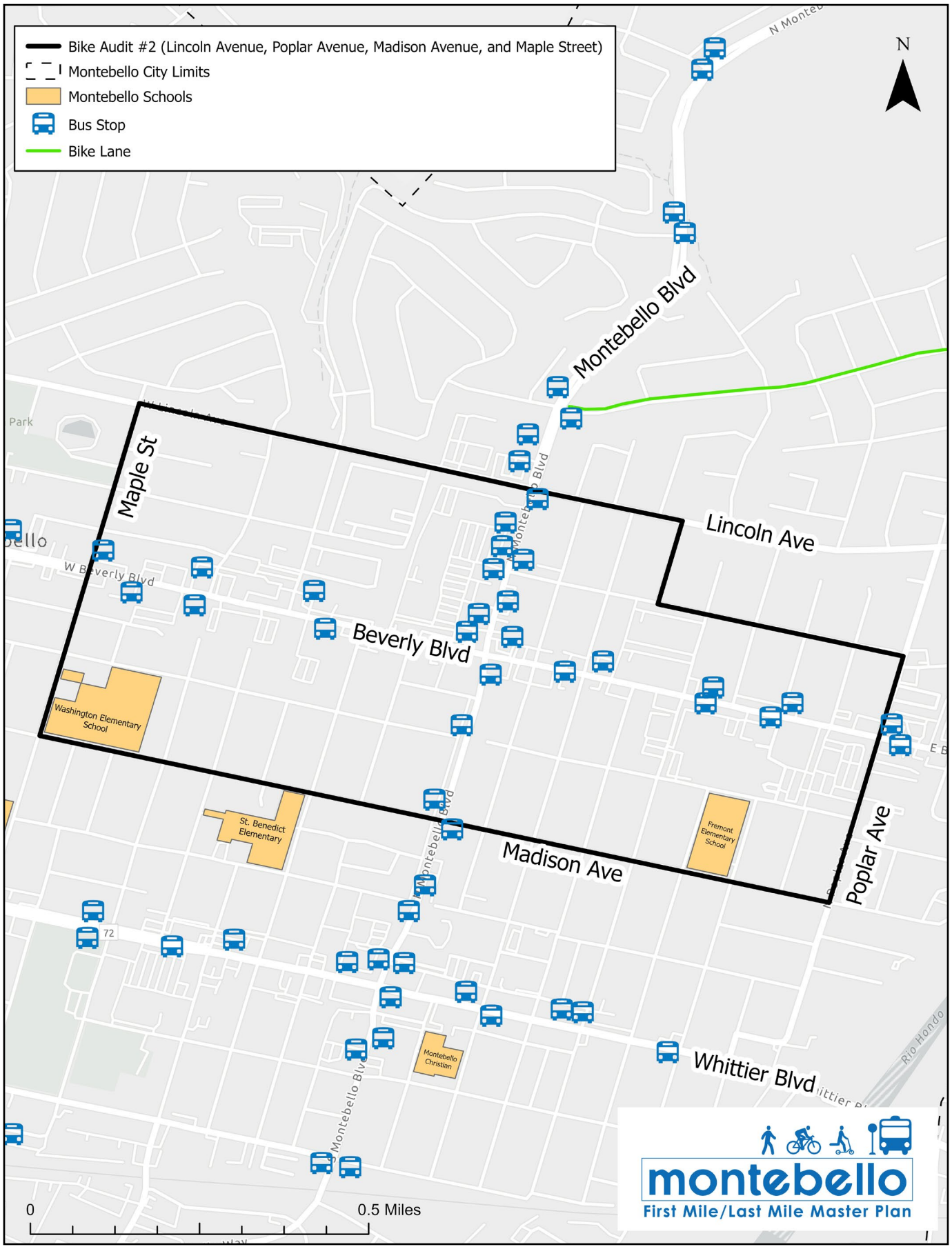


FIGURE 2-25: Existing Conditions along Bike Audit #2 Route

2.9 DATA ANALYSIS

Existing Conditions

Existing conditions analysis started with reviewing and mapping data and reports of pedestrian and bicyclist collisions, existing bus stop locations, adjacent land uses, bicycle and pedestrian infrastructure, and City policies. The goal of existing conditions analysis is to show context and help identify projects and priorities to improve accessibility and safety at and around transit stops. Separate analysis sections for each topic are provided below.

Mapping Data Sources

Geographic Information System (GIS) mapping and supporting tabular data used in this report are based primarily on data provided by the City of Montebello in September 2022. Additional data layers include SCAG and Environmental System Research Institute (ESRI) data layers. Collision data was downloaded from TIMS. MBL provided transit data such as boarding, alighting, bus routes, and bus stops.

Additional GIS data source pages reviewed for data not available from the City of Montebello include the Los Angeles County Open Source Data (LACOSD) web page and SCAG's Regional Data Platform. The mapping data source table noted above indicates layers that were downloaded from either of these data sources and where no layer was available for potentially useful data. The LACOSD is a County data source of unincorporated jurisdictions, so it does not include data layers at the Montebello specific level. The SCAG data source page had a variety of useful layers that are used in the mapping as noted in the data source table.

Collisions Analysis

Collision analysis in this report is based on 2011 to 2021 pedestrian and bicycle collision data downloaded from the TIMS data source which is based on the Statewide Integrated Traffic Records System (SWITRS). Note that TIMS data includes fatalities and injury related collisions only and does not include property damage only collisions.

Figure 2-26 shows all bike injury collisions and Figure 2-27 shows all pedestrian injury collisions that occurred between 2011 and 2021. Each map has the collisions "heat map" with shaded red "hot spots" where the highest density of collisions has occurred between 2011 to 2021. As shown in the figures, both bicycle and pedestrian collisions follow a similar pattern in the street grid with the highest density of injury related collisions occurring on the following corridors/streets:

- Beverly Boulevard
- Whittier Boulevard
- Garfield Avenue
- Montebello Boulevard
- Greenwood Avenue
- Washington Boulevard

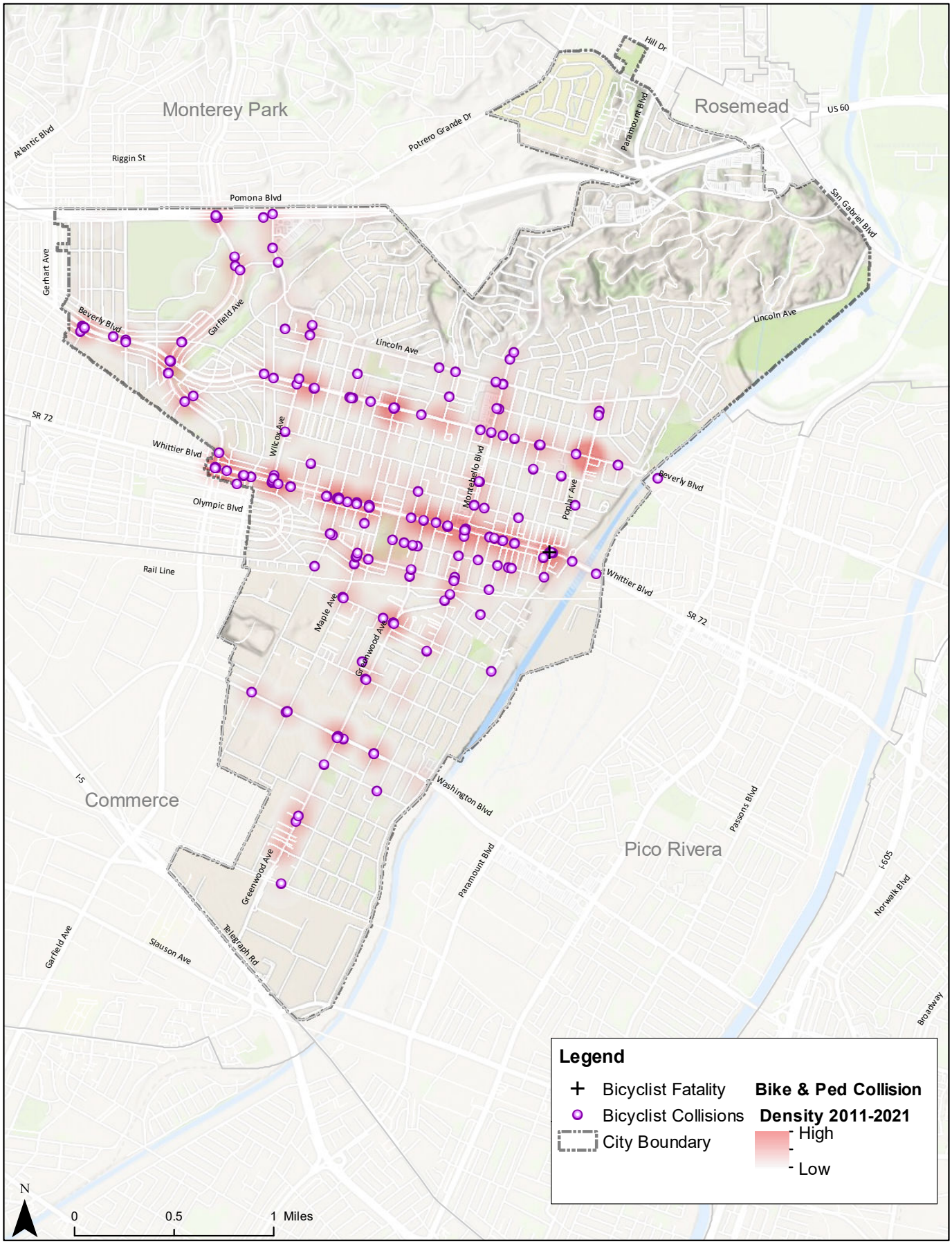


FIGURE 2-26: Bicycle Collisions and Collision Hot Spots

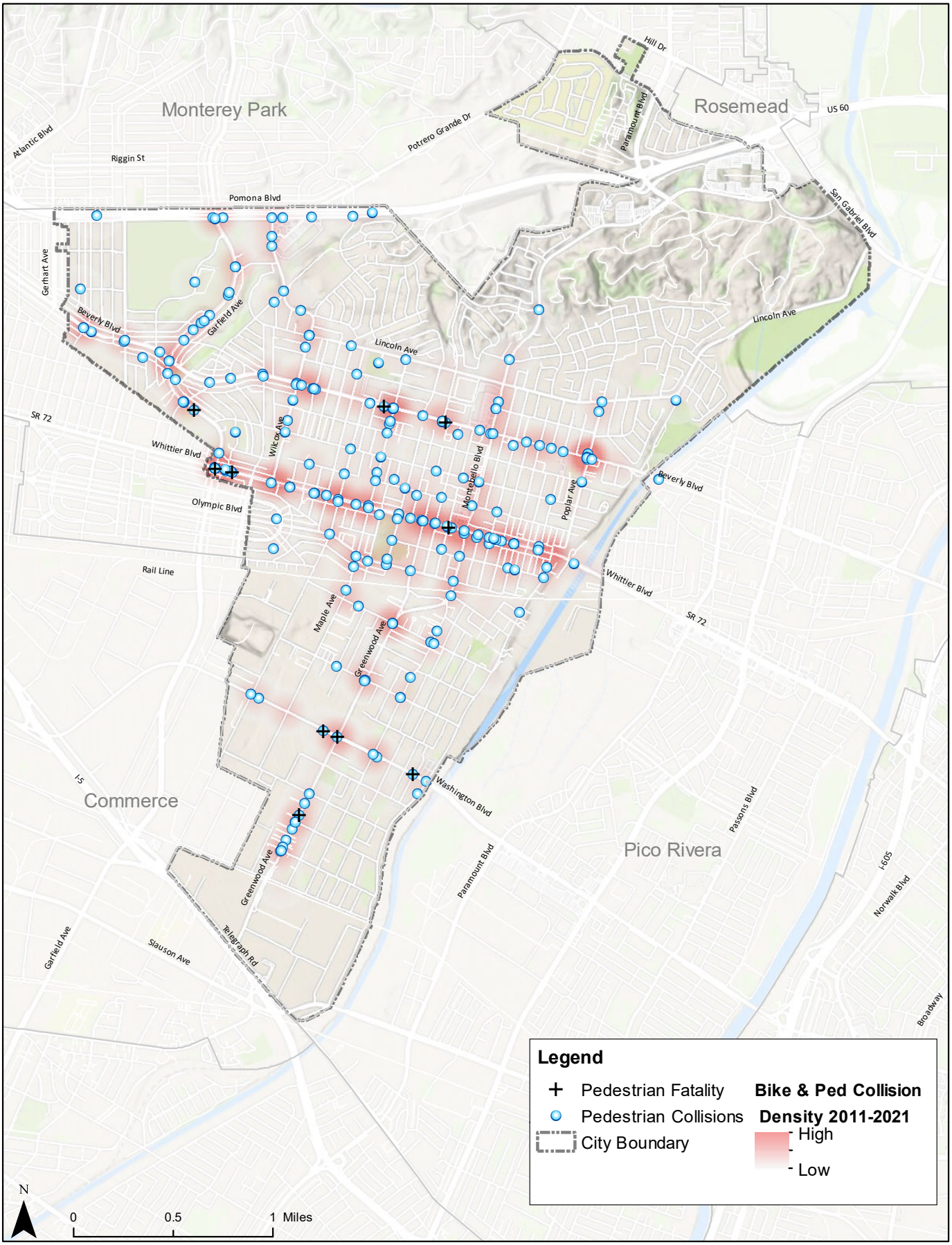


FIGURE 2-27: Pedestrian Collisions and Collision Hot Spots

Census Tract Analysis

Census tract attributes are incorporated to provide additional demographic and socio-economic information that can be used to help prioritize future projects. As shown in Figure 2-28 on the following page, the City of Montebello includes thirteen census tracts and a small corner of a census tract that is mostly in the City of Commerce. Due to the small proportion of this census tract within the City boundary, it is not included in further analysis.

One challenge with using census tracts to quantify high numbers of pedestrian and bicycle collisions within the City of Montebello, is the location of census tract edges that coincide with roads, many of which are also MBL bus routes. Whereas collision data points have latitude and longitude coordinates, they may not have exact location accuracy and collisions near census tract edges may get counted in one tract over the other potentially increasing one census tract count slightly over another adjacent census tract. Because this potential data accuracy issue cannot be resolved within the existing data, the quantities shown in the following tables are based on the collision point data using the x-y coordinate of the collision data and the census tract containing it.

Of the thirteen Montebello census tracts, nine have existing bus lines running along their edges, and coincidentally have the highest levels of pedestrian and bicycle collisions in the City highlighted by the "Heat Map" red shading. Darker shades of red circles on the figures indicate high quantities of collisions at a location, and lighter red circles indicate lower quantities of collisions. The nine census tracts associated with bus routes and high numbers of collisions, as shown in Figure 2-29 will be focused on to identify proposed projects.

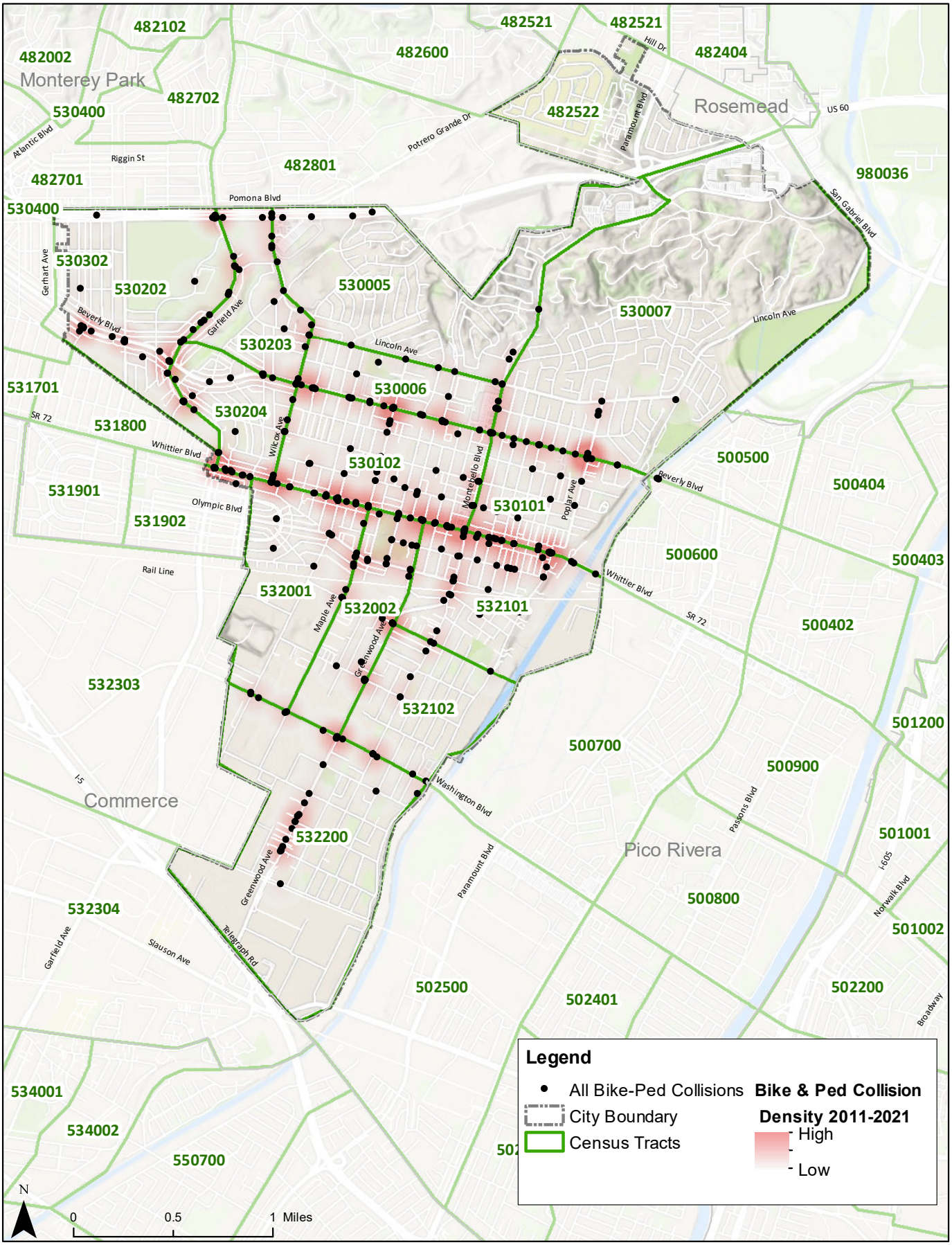


FIGURE 2-28: Montebello Census Tracts and Collision Density

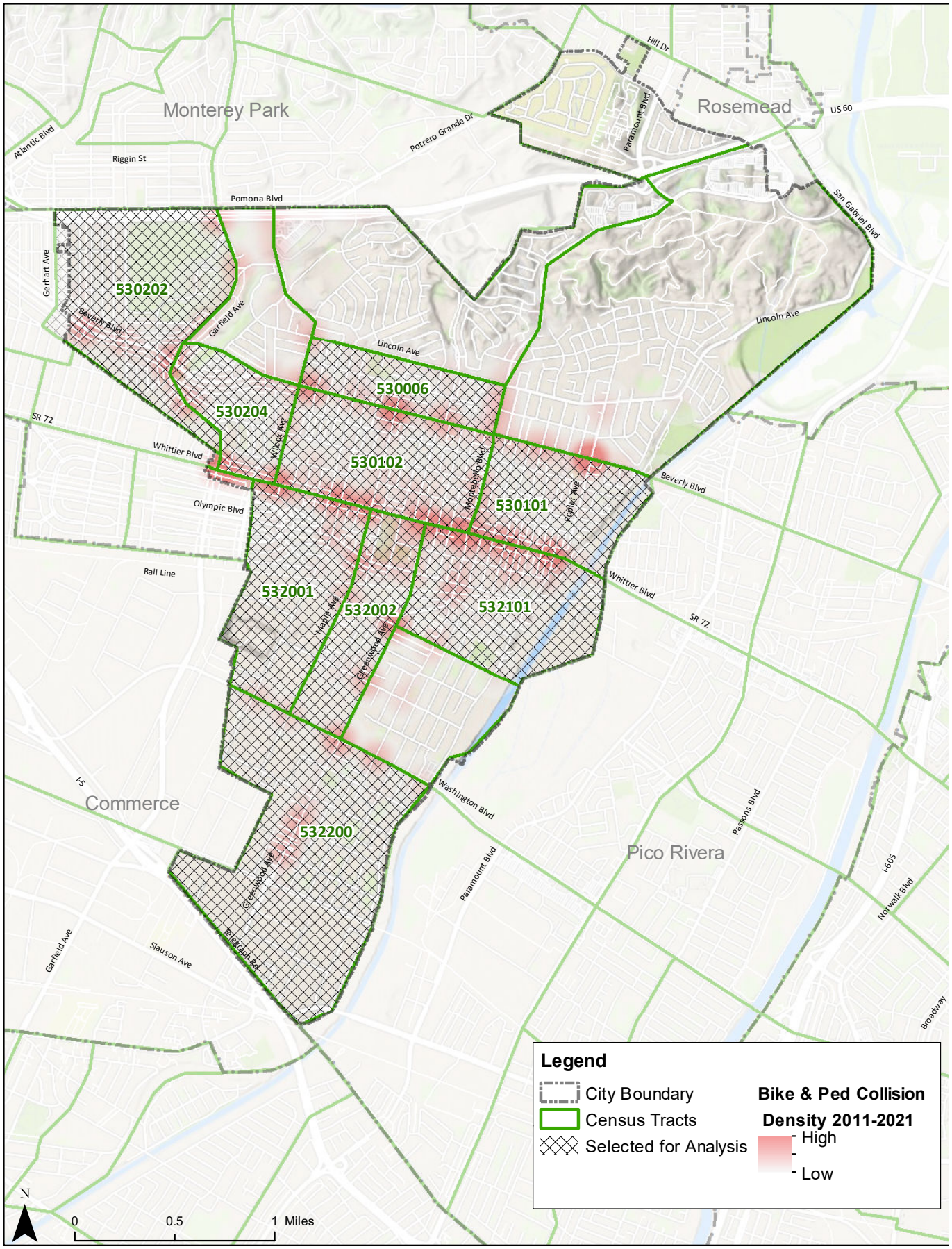


FIGURE 2–29: Montebello Census Tracts Selected for Analysis

Table 2-1 shows all pedestrian and bicycle injury collisions grouped by the thirteen census tracts in Montebello and counted by severity of injury. The underlying "Heat Map" red zones shown on the previous maps highlight areas of highest number of pedestrian and bicycle collisions within Montebello. Census Tract 530102, where Montebello High School and Washington Elementary School are located, has the highest number of bicycle and pedestrian collisions of degree of injury at 79 crashes between the years 2011 and 2021. Census tract 530202 in the northwestern most part of the City as well as tract 532200, in the southern most part of the City, both have the greatest concentration of fatal and severe injury collisions.

TABLE 2–1: Bike and Pedestrian Collision Severity by Census Tract

CENSUS TRACT	FATAL	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	TOTAL CRASHES
530005	0	1	7	6	14
530006	1	4	16	13	34
530007	1	2	13	17	33
530101	1	3	15	22	41
530102	1	0	37	41	79
530202	2	6	14	14	36
530203	0	1	13	14	28
530204	1	4	8	8	21
532001	0	1	11	14	26
532002	0	1	16	21	38
532101	1	3	22	22	48
532102	1	0	4	5	10
532200	3	4	15	16	38
Total	12	30	191	213	446

Table 2-2 groups all collisions for all thirteen census tracts by year to see if collisions increase or decrease by year. Whereas a clear pattern of increase or decrease is not obvious, the two tracts showing the greatest increase of collisions over time include tract 530006, where the Mart of Montebello is located, and tract 532200, the southern most portion of the City.

TABLE 2–2: Collision Density per Year per Census Tract

CENSUS TRACT	2011	2012	2013	2014	2015	2016	2017	2018	2019
530005	19	20	24	18	23	26	23	34	24
530006	16	14	16	16	24	20	28	32	29
530007	19	26	24	18	24	26	19	19	20
530101	2	11	9	19	24	20	21	20	15
530102	27	31	23	18	22	21	30	20	20
530202	39	51	46	33	42	39	46	45	52
530203	18	21	25	22	25	16	32	28	22
530204	16	18	9	8	7	9	14	10	13
532001	11	13	23	10	10	16	14	13	11
532002	11	10	7	15	18	14	15	15	18
532101	21	29	23	15	17	16	31	10	14
532102	4	9	2	12	11	7	14	10	13
532200	17	22	30	23	22	23	38	38	41
Total for Year	220	275	261	227	269	253	325	294	292

Primary Collision Factor by Census Tract

Table 2-3 provides a comparison of Primary Collision Factors for the nine selected census tracts, previously highlighted in Figure 2-29. Violating a pedestrian's right-of-way may entail a vehicle proceeding into the crosswalk with pedestrians present or crossing the street at intersections. Violating traffic signals and signs may entail a vehicle not conforming to the present signage, signals, or proceeding into the crosswalk with people walking present. Bicyclists riding on the wrong side of the road are likely due to the lack of adequate bike facilities to meet desire lines which, for example, a two-way cycle track would mitigate.

Reported pedestrian violations frequently include crossing a street outside of a designated crosswalk or crossing against a red signal, which may be a result of reporting bias. Research published in the Journal for Transport and Land Use notes that a deceased pedestrian or bicyclist is not able to give their perspective on the collision and the person reporting the collision usually has the perspective of a motorist. These points tend to skew data resulting in pedestrians and cyclists being blamed for a disproportionate number of crashes. This should be considered when developing traffic safety countermeasures.

Collisions Along Bus Routes

Table 2-4 provides a summary of corridors with the highest collisions, the primary collision factor, and existing infrastructure that may be contributing to collisions. As noted in the table, and figures throughout this section, most collisions occur on multi-lane collector roads with high volumes of traffic and higher speed limits.

Of the 189 bus stops, the 15 highest ridership bus stops are shown in Table 2-5 and Figure 2-30. The highest ridership stop is Whittier Boulevard and Montebello Boulevard with over 140,000 boardings and alightings for a two-year period. The next highest stop is the adjacent bus stop, also at Whittier Boulevard and Montebello Boulevard. Similarly, Whittier Boulevard and Garfield Avenue have two adjacent bus stops with very high ridership levels totaling over 150,000 boarding and alightings. To further assist the decision-making process regarding priority bus stop locations for future projects, Figures 2-31 and 2-32 overlay high density collision areas as red shaded 'heat' zones along with the bus stop boarding and alighting volumes to see if high collision rates are occurring at high ridership bus stops. As may be expected, the highest collision rates occur along primary corridors which are also where nearly all bus stops are located, including the highest ridership stops noted previously.

Table 2-5 on the following page shows bus stops with the highest ridership volumes. Ridership volume is one of the criteria in determining which projects this plan will focus on, as well as number of collisions and input from stakeholders and transit users. Figures 2-30 through 2-32 on subsequent pages show the bus stops with the top ridership levels as well as the volumes of boardings and alightings in the various bus stops. The highest numbers of bicycle and pedestrian crashes in the City are aligned with the bus routes in the City.

TABLE 2–3: Primary Collision Factor by Census Tract

Census Tract	530006		530101		530102		530202		530204		532001		532002		532101		532200	
Primary Collision Factor	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped	Bike
Automobile Right of Way	5%	7%	5%	10%	-	24%	-	24%	-	-	14%	37%	-	12%	-	8%	-	22%
DUI	-	-	-	-	2%	-	-	-	-	-	-	-	-	-	4%	-	-	-
Hazardous Parking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4%	-	-	-
Improper Passing	-	-	-	5%	4%	3%	-	6%	-	-	-	-	5%	-	-	-	-	-
Improper Turning	5%	-	10%	5%	-	9%	5%	12%	-	13%	-	11%	5%	12%	4%	4%	5%	11%
Not Stated	5%	7%	-	5%	7%	3%	-	-	15%	-	-	5%	5%	-	8%	8%	10%	17%
Other Hazardous Violation	-	-	-	15%	-	12%	-	-	-	13%	-	-	-	12%	-	16%	-	-
Other Improper Driving	-	-	-	-	2%	-	-	6%	-	-	-	-	5%	-	-	-	-	-
Other Than Driver (or Pedestrian)	-	-	-	-	-	-	5%	-	-	-	-	-	-	-	-	-	-	6%
Violating Pedestrian Right of Way	48%	-	57%	5%	42%	-	37%	6%	8%	-	-	-	29%	-	38%	-	35%	-
Pedestrian Violation	24%	7%	19%	-	16%	-	32%	6%	54%	-	43%	5%	33%	-	42%	-	30%	-
Traffic Signals and Signs	5%	21%	-	10%	7%	12%	5%	18%	8%	13%	29%	5%	-	12%	-	16%	-	11%
Unknown	5%	7%	5%	15%	9%	12%	-	-	15%	-	-	-	5%	6%	-	4%	15%	6%
Unsafe Speed	-	-	-	5%	-	-	16%	-	-	13%	-	5%	10%	6%	-	-	-	6%
Unsafe Starting or Backing	5%	-	5%	-	11%	-	-	-	-	-	14%	-	5%	-	-	-	5%	-
Wrong Side of Road	-	50%	-	25%	-	26%	-	24%	-	50%	-	32%	-	41%	-	44%	-	22%
Total by Mode and Census Tract	21	14	21	20	45	34	19	17	13	8	7	19	21	17	24	25	20	18
Total by Census Tract	35		41		79		36		21		26		38		49		38	

TABLE 2-4: Existing Infrastructure and Crash Factors Along High Collision Corridors

Census Tract	530006	530101	530102	530202	530204	532001	532002	532101	532200
Highest Collision Corridors	-Beverly Blvd.	-Beverly Blvd. -Whittier Blvd.	-Whittier Blvd.	-Beverly Blvd. -Garfield Ave.	-Whittier Blvd. -Garfield Ave.	-Whittier Blvd.	-Whittier Blvd. -Greenwood Ave.	-Whittier Blvd. -Greenwood Ave.	-Greenwood Ave.
Pedestrian Collisions	1 -Violating pedestrian ROW 2 -Pedestrian violations	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Improper turning	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Unsafe starting or backing	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Unsafe speed	1 -Pedestrian violations 2 -Unknown or Not Stated cause	1 -Pedestrian violations 2 -Traffic signals and signs 3 -Violating automobile ROW 4 -Unsafe starting and backing	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Unsafe starting or backing 4 -Violating automobile ROW	1 -Pedestrian violations 2 -Violating pedestrian ROW	1 -Violating pedestrian ROW 2 -Pedestrian violations 3 -Unknown or Not Stated cause
Existing Pedestrian Infrastructure	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -Local road intersections lack signals and	-Numerous driveways cross sidewalks -On street parking blocks view to see
Bike Collisions	1 -Bicyclist on wrong side of road 2 - Traffic signals and signs	1 -Bicyclist on wrong side of road 2 - Other hazardous violation 3 - Traffic signals and signs	1 -Bicyclist on wrong side of road 2 - Violating automobile ROW 3 - Traffic signals and signs	1 -Bicyclist on wrong side of road 2 - Violating automobile ROW 3 - Traffic signals and signs	1 -Bicyclist on wrong side of road 2 - Traffic signals and signs 3 - Improper turning 4 -Unsafe speed	1 -Violating automobile ROW 2 -Bicyclist on wrong side of road 3 - Improper turning	1 -Bicyclist on wrong side of road 2 - Violating automobile ROW 3 - Traffic signals and signs 4 - Improper	1 -Bicyclist on wrong side of road 2 - Traffic signals and signs 3 - Other hazardous violation	1 -Bicyclist on wrong side of road 2 - Violating automobile ROW 3 - Traffic signals and signs 4 - Improper
Existing Bicycle Infrastructure	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road	-Lack of bike lanes on both sides of road

TABLE 2–5: Bus Stop Boardings and Alightings

Stop ID	Stop Description	Routes	Boardings	Alightings	Totals
10100	Whittier/Garfield	10	31,996	46,634	78,630
1033	Whittier/Garfield	10	59,210	27,011	86,221
1047	Whittier & Montebello	10	43,795	99,044	142,839
1082	Whittier/4th	10	41,834	20,130	61,964
1086	Whittier/Montebello	10	103,616	33,959	137,575
1096	Whittier/21st	10	27,497	34,839	62,336
2029	Montebello/Whittier	20	57,422	51,866	109,288
2035	Montebello Mart	20 / 90	31,343	36,357	67,700
2050	The Shops at Montebello	20 / 70	54,659	5,668	60,327
2055	The Shops at Montebello	20 / 70	10,868	44,300	55,168
2064	Montebello/Beverly	20	39,143	26,469	65,612
2072	Montebello/Whittier	20	55,489	46,402	101,891
40101	Beverly/Montebello	40 & 90	21,163	74,827	95,990
4032	Beverly & Montebello	40 & 90	87,178	21,393	108,571
4044	Beverly/Wilcox	40 & 90	43,125	13,921	57,046

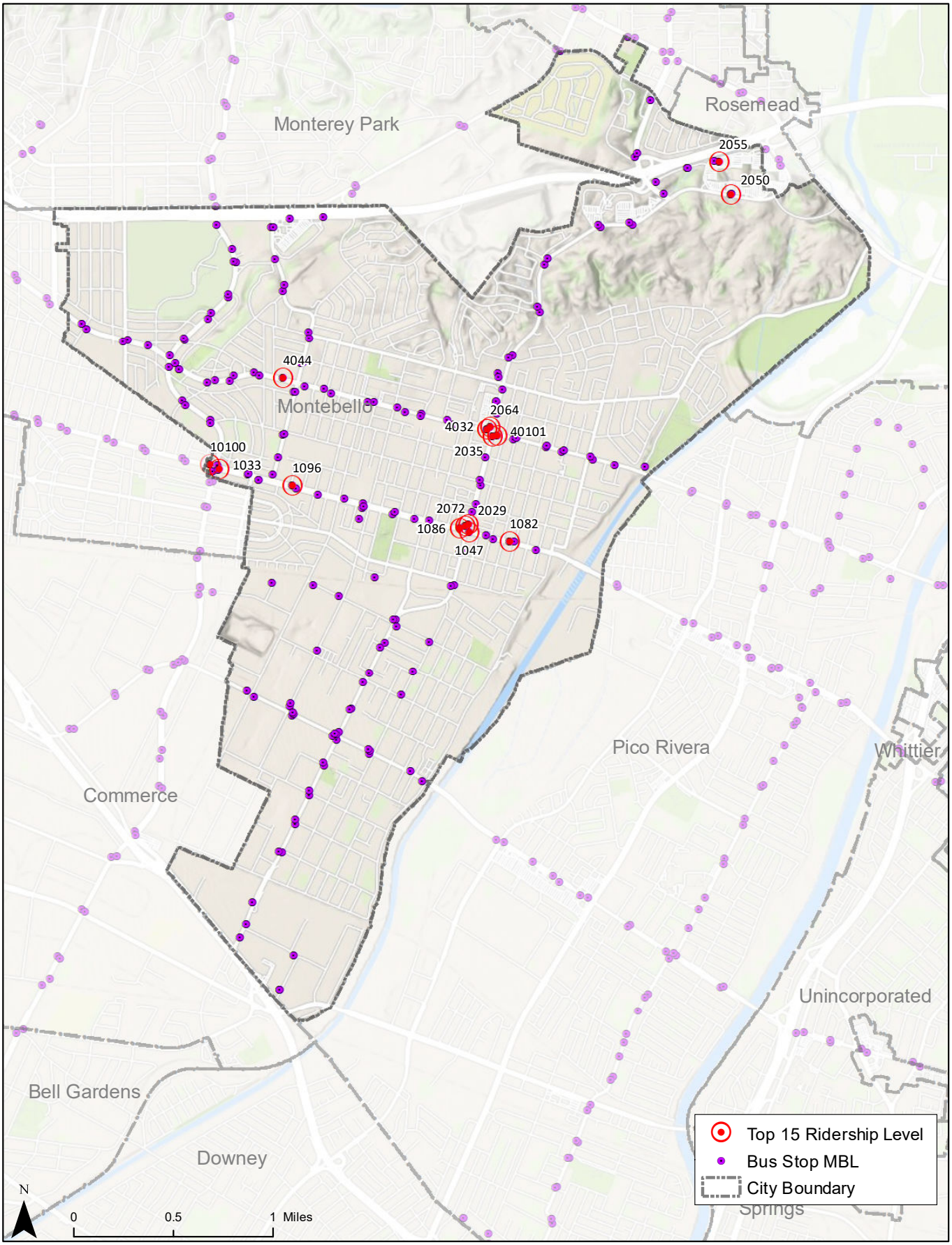


FIGURE 2-30: Top 15 Highest Ridership Bus Stops

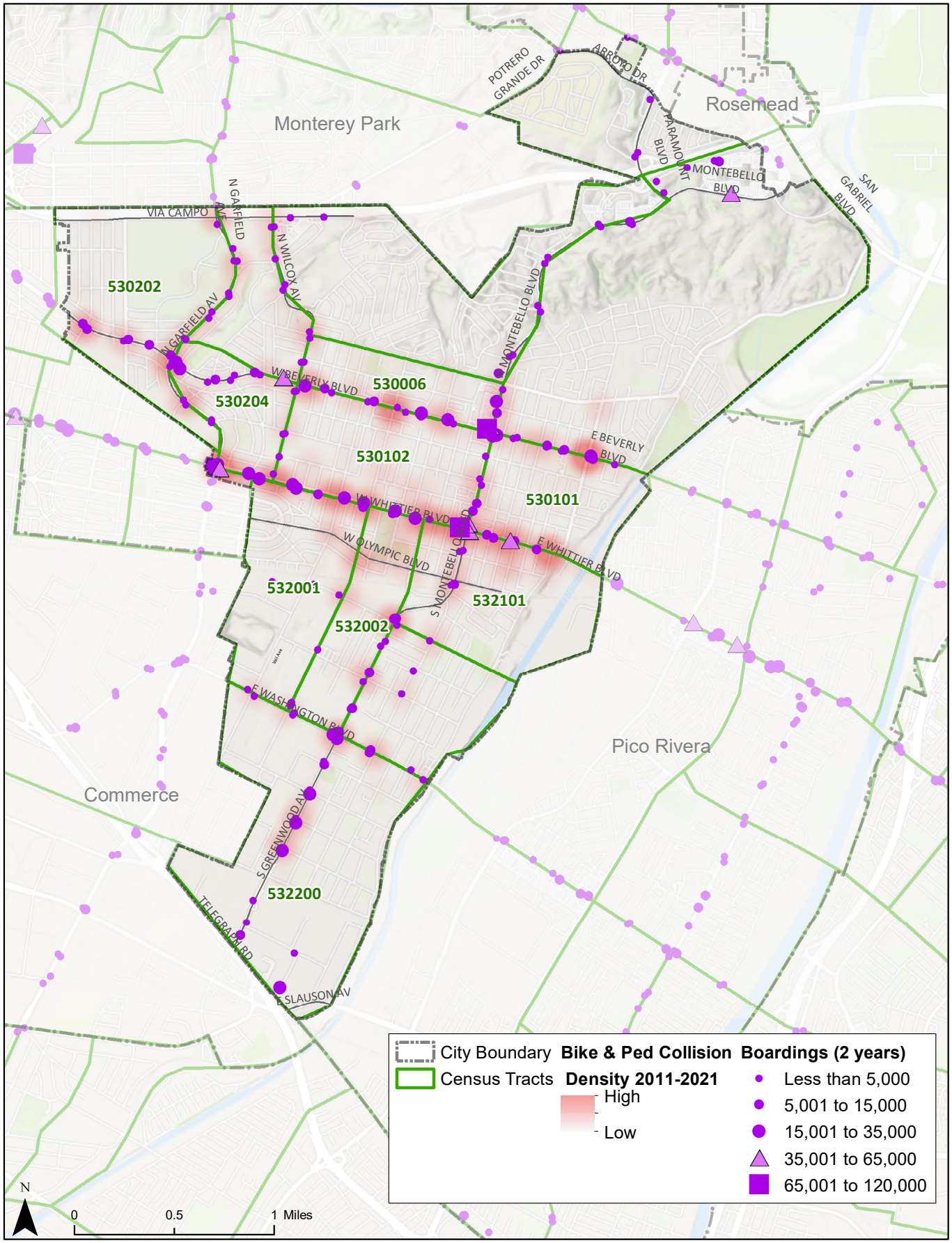


FIGURE 2-31: Collision Density and Boardings

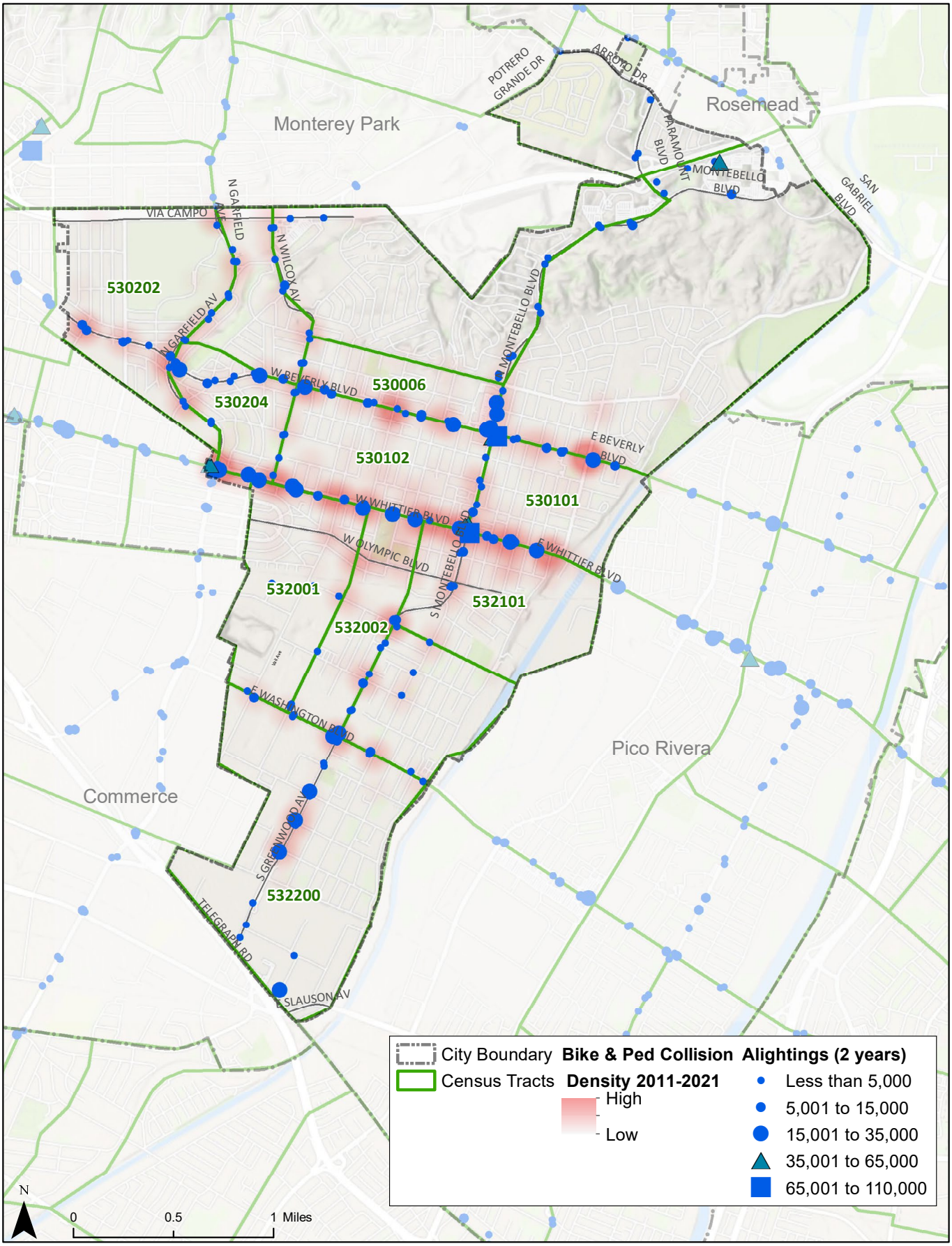


FIGURE 2–32: Collision Density and Alightings

2.10 ASSESSMENT OF EXISTING POLICIES, PROGRAMS, AND PRACTICES

The FMLM Plan can enhance the safety, access, and comfort for first mile/last mile connections by adopting policies, programs, and practices of other successful plans to encourage new transit riders as well as enhance the experience for existing users through implementing infrastructure, amenities, and programs.

This section outlines key local and regional preceding planning documents from the City of Montebello, SCAG, LA Metro, Caltrans, and Riverside Transit Agency (RTA) to enhance efforts at and around bus stops. Assessing existing planning documents helps to inform the policy development of the FMLM Plan, see Chapter 5 Policy Development. For each document, relevant policies, programs, and practices are provided in Appendix A.

TABLE 2–6: Planning Assessment for Local Planning Documents

Preceding Local Planning Documents	Housing	Economic	Environment	Equity	Mobility
Montebello Circulation Element, 1975					✓
Montebello Redevelopment Element, 1973	✓				✓
Montebello Housing Element, 2022	✓	✓		✓	✓
MBL Short Range Transportation Plan, FY 2019 – 2021		✓	✓	✓	✓
Title VI Program Montebello Bus Lines, November 2022		✓	✓	✓	✓
Zero Emission Bus Rollout Plan MBL, October 2021			✓	✓	✓

TABLE 2–7: Planning Assessment for Regional Planning Documents

Preceding Regional Planning Documents	Housing	Economic	Environment	Equity	Mobility
SCAG: Connect SoCal, 2020	✓	✓	✓	✓	✓
Caltrans: City Best Practices to Improve Transit, 2021	✓				✓
SCAG: LA County Vision Zero, 2019	✓		✓	✓	✓
RTA: First and Last Mile Plan, 2017		✓	✓	✓	✓
LA Metro: First Mile Last Mile Strategic Plan, 2014	✓		✓		✓
LA Metro Sustainability Plan, 2020	✓	✓	✓	✓	✓

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3 | Community Outreach

3.1 ENGAGEMENT OBJECTIVES

The overall objectives of the community engagement were to identify a range of strategies to reach and engage an appropriately diverse group of residents and representative stakeholders, to build awareness of and support for the FMLM Master Plan, and to collect feedback about existing conditions of the pedestrian and bicycle network that limit such trips. This provided opportunities to introduce improvements that would support an increase in walking, biking, and rolling trips. Special attention was focused on strategies to engage the most vulnerable users of the public right-of-way (e.g., people aged 60 or older, children, people of color and other minorities, low-income individuals, and those with mobility challenges). These populations are the most impacted by transportation planning and policy and have traditionally not been well represented in the decision-making process.

Focus on vulnerable users of the public right-of-way. Children, older adults, those with disabilities, and non-vehicle owners make up the largest percentage of traffic fatalities and serious injuries. People biking and walking, in particular, make up a disproportionate percentage of traffic fatalities and serious injuries. The KTUA Team ensured these populations were a part of the discussion to push for further mobility equity in Montebello.

Communicate in a way that residents will understand. This begun with conducting outreach in the language spoken by residents (primarily English, Spanish, and Mandarin in this instance) and in a manner that was easy for people to understand. This included creating graphics for complex and technical topics, avoiding acronyms and too much transportation jargon, and being mindful to explain the various stages of the planning process.

Use a variety of engagement strategies to reach out to as many groups of the population as possible. The KTUA Team participated in Montebello and SCAG approved citywide events that attracted significant participation from diverse user groups. The KTUA team also provided information to the City for the project website, various social media platforms, and in print for those with limited digital access or personal preference.

The City's social media platforms were used to cast a wide net for potential engagement and were used throughout the planning process to showcase the development of the FMLM Master Plan. All community engagement efforts were conducted in person at City events. These information booths were interactive and properly staffed with project team members. To help further extend reach of project-specific messaging, a short 2-minute video was developed to introduce people to the FMLM Master Plan and opportunities to participate in the planning process.

Collect feedback on key components of the FMLM Master Plan. One of the primary goals of the outreach events was to collect resident and stakeholder feedback on various aspects of the FMLM Master Plan. The KTUA Team participated in three (3) community workshops and provided a number of other opportunities for the public to provide input. There was one (1) demonstration event, organized in collaboration with SCAG's Go Human Campaign, that introduced potential treatments and asked participants to choose which they would prefer in specific locations.

Surveys were used during the project's onset to solicit feedback. The first survey asked participants about the physical barriers limiting access to transit service and potential solutions. This was available on the project website and in person during the first community engagement event.

3.2 STAKEHOLDER OUTREACH AND ENGAGEMENT GOALS

The project team designed, administered, and hosted a variety of tools and techniques to engage stakeholders and the public to increase awareness of and solicit feedback for the FMLM Master Plan. Educational outreach was a critical component to the plan's success and focused on engaging the City's most vulnerable roadway users.

The three primary community engagement strategies that were utilized for the ATP were:

» Technical Advisory Committee (TAC)

» Community events and pop-ups

» Survey (hard copy and online) and a project website.

3.2.1 TECHNICAL ADVISORY COMMITTEE (TAC)

As part of the Montebello FMLM, participation from stakeholders throughout the planning process was essential. Meetings were timed to help inform project goals and public outreach strategies and activities,

solicit feedback, and recommendations and will coincide with other activities for which feedback is being sought in order to solicit feedback on the same concepts to the extent feasible and appropriate.

Technical Advisory Committee Meetings

The KTUA Team worked with the City of Montebello and SCAG staff to identify an appropriately diverse and representative group of partners to comprise the Technical Advisory Committee (TAC). The list included representatives from various City departments, including Public Works, Parks and Recreation, Montebello Unified School District, LA Metro, Metrolink, YMCA and SCAG. A complete list of the participants can be found in Appendix B.

The KTUA Team developed content for, facilitated, and memorialized six (6) TAC meetings throughout the planning process. TAC meetings had a duration of one (1) hour and were held virtually. TAC meeting #2 was held in a hybrid capacity. The TAC met on a bi-monthly basis and was tasked with providing feedback on engagement plans and findings, promoting engagement opportunities to their networks, and giving input on Plan needs and recommendations.

Technical Advisory Committee Meeting #1 – December 5, 2022

- Focus on the project overview and what community engagement efforts were being made
- Discussion of mobility challenges in the City of Montebello

Technical Advisory Committee Meeting #2 – February 7, 2023

- Discussion of existing conditions with an overview of existing pedestrian and bicycle networks, including crash data
- Preview and discussion of the walk and bike audits

Technical Advisory Committee Meeting #3 – April 4, 2023

- Discussion of the project survey results
- Focus on choosing locations for FMLM plan projects
- Overview of future engagement

Technical Advisory Committee Meeting #4 – May 23, 2023

- Discussion of upcoming engagement and project video
- Overview of Collision Analysis results (2011-2021)
- Discussion of projects within the FMLM

Technical Advisory Committee Meeting #5 – August 8, 2023

- Discussion of previous and upcoming community engagement
- Overview of potential treatments that are being recommended on the FMLM
- Overview of the specific projects and their development

Technical Advisory Committee Meeting #6 – November 14, 2023

- Discussion of the previous community engagement
- Overview of the draft FMLM masterplan

3.2.2 COMMUNITY EVENTS

The KTUA team, in collaboration with Montebello staff, designed materials for and participated in a series of in-person events to promote the Montebello FMLM and solicited feedback from the community. In order to have maximum reach, the project team used already scheduled citywide events to set up booths and interactive activities to collect community feedback. Engagement activities included interactive boards where participants could provide opinions regarding existing and future infrastructure within the City of Montebello. A summary of these events and feedback received are summarized on the following pages.

Community Event #1 – Heritage Festival, October 2022

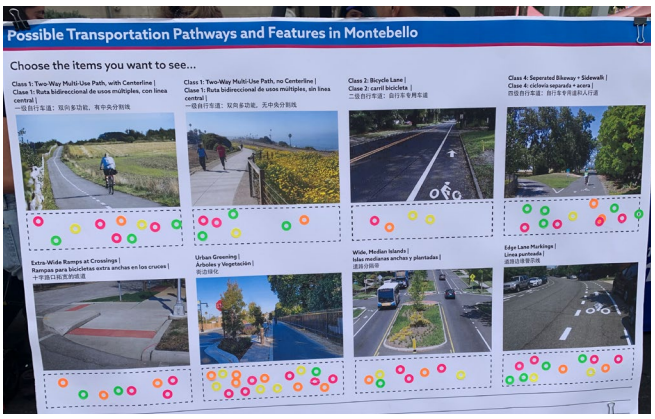
The KTUA team, in collaboration with Montebello staff, hosted a booth at the annual Heritage Festival on October 16, 2022. The pop-up served as an ideal opportunity to speak with the community about the Montebello FMLM project and collect input about what infrastructure types the public would like to see installed around the City. The KTUA team distributed surveys, snacks, and giveaway items for those who participated.

The team interacted with hundreds of event participants and gained valuable insights regarding what infrastructures the public would like to see installed around the City of Montebello. Participants were asked to place stickers on any street treatments they would like to see in the City. These boards were available in English, Spanish, and Mandarin.

At the conclusion of the event, the boards displayed a distribution of votes across the various street treatments. Results of the boards are found in table 3-1.

TABLE 3–1: Heritage Festival Input Summary

POTENTIAL TRANSPORTATION TREATMENT	NUMBER OF VOTES
Multi-Use Path	33
Urban Greening	32
Speed Cushions	29
Speed Humps	26
Rectangular Rapid Flashing Beacon (RRFB)	25
High-Visibility Crossings	24
Speed Tables / Raised Crosswalks	22
Speed Displays	19
Class I: Two-Way Multi-Use Path, with Centerline	18
Class IV: Separated Bikeway + Sidewalk	18
Edge Lane Markings	17
Extra-Wide Ramps at Crossings	16
Wide, Median Islands	15
Mid-Block Crossings	15
Class I: Two-Way Multi-Use Path, no Centerline	13
Class II: Bicycle Lane	11
On-Street Edge Friction	10
Curb Extensions	9
Traffic Circle	8
Pedestrian Hybrid Beacon (HAWK Signal)	7
Chicanes	5
Narrow Travel Lanes	1



Photos of the 2022 Heritage Festival event.

Community Event #2 - Downtown Street Fest, July 2023

The KTUA team, in collaboration with Montebello staff, hosted a booth at the annual Downtown Street Fest on July 29, 2023. The pop-up served as an ideal opportunity to speak with the community about the Montebello FMLM project and collect input about what infrastructure types the public would like to see installed around the City. As part of the booth, the KTUA team showcased two temporary infrastructure elements from the SCAG Kit of Parts. These temporary elements included:

» Separated bike lane

» Creative crosswalk

Montebello residents were able to physically interact with these temporary infrastructures and provide input about what they thought about them. Using stickers, residents indicated which of the temporary infrastructures they liked the most. The parklet received 21 votes, the creative crosswalk received 16 votes, the separated bike lane received 13 votes, the curb extension received 8 votes, and the median refuge island received 8 votes, as shown in Figure 3-1.

Photos of the Downtown Street Fest event.

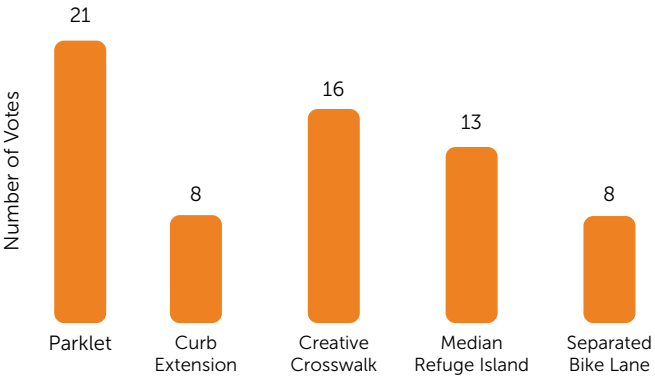


FIGURE 3–1: Results of the SCAG Kit of Parts input board from the Downtown Street Fest.

Images of the SCAG Kit of Parts creative crosswalk from the Downtown Street Fest.

Community Event #3 - Heritage Festival, October 2023

The KTUA team, in collaboration with Montebello staff, hosted a booth at the annual Heritage Festival on October 7, 2023. This is the same event that the KTUA team previously participated in 2022. Due to the success of the previous event, the team decided to pursue the event once again. The pop-up served as a way to update residents on the progress of the FMLM and gain input on some of the current projects that the team has developed over the previous months. The KTUA team distributed snacks and giveaway items for those who participated.

The team interacted with hundreds of event participants and gained valuable insights regarding what projects the public would like to receive funding priority around the City of Montebello. Participants were asked to place stickers on any intersection or priority project they would prioritize funding for. At the conclusion of the event, the boards displayed a distribution of votes across the various proposed projects, as shown in Figure 3-2.

Photos of Heritage Festival Event

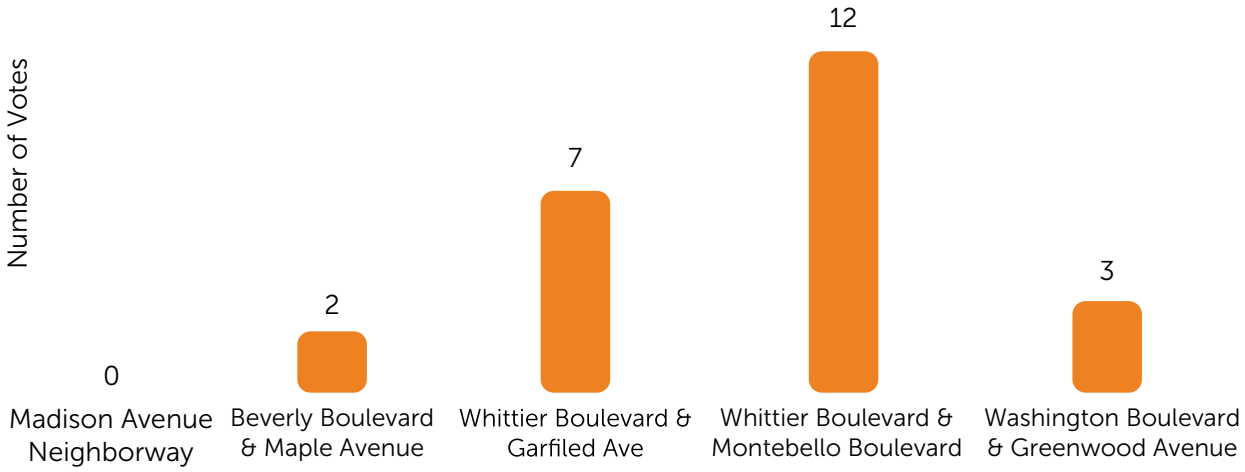


FIGURE 3–2: Results of the SCAG Kit of Parts input board from the Downtown Street Fest.

3.2.3 BRANDING/SOCIAL MEDIA

In order to be consistent with the City's branding and graphic requirements, a similar type of branding style was used for this Active Transportation Plan (ATP). The project's branding was used in all outreach materials, including flyers, surveys, maps, and outreach materials.

The City's social media was used to share updates and events such as the project survey and an educational video about how to participate and give feedback in the FMLM. The City of Montebello also created a landing page on their website for the project to post project information, upcoming outreach efforts, and the project survey.

3.2.4 SURVEY

OBJECTIVE

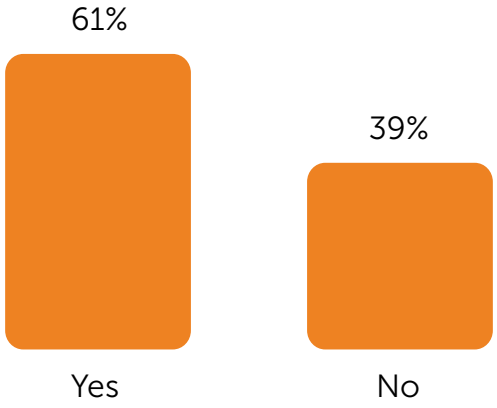
A survey was created and administered by the project team to allow public input and to help identify barriers that affect access to and from public transit. Findings will be used to inform recommendations for infrastructure improvements to improve first / last mile connections to transit stops.

METHODOLOGY

The survey was open to the public for a series of five months (October 2022-February 2023). Respondents were asked to identify any specific barriers or challenges that they have encountered while accessing public transit in the City of Montebello. Additionally, respondents were asked to provide locations and transit route information to accurately pin where these problems exist. A trilingual flyer (English, Spanish, and Mandarin) was created to distribute the survey to residents around the City. It was posted in local libraries, Montebello City Hall, and multiple community centers and is shared in Appendix C.

Additionally, the project team targeted Montebello Unified School district and school principals to help distribute the survey to families. The flyer was also posted on Montebello social media channels and on the project website. Two sets of social media graphics were used to consistently promote the flyer over a series of weeks. The flyer and the social media graphics used is shown in Appendix D.

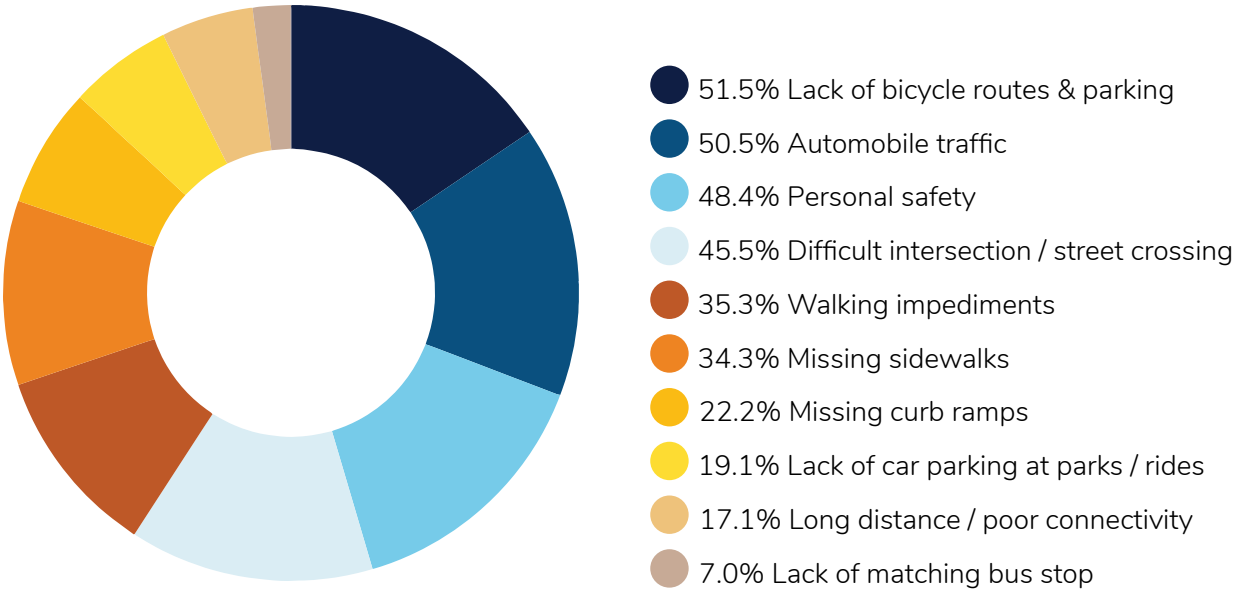
Question 1: Do you experience any problems walking, cycling or accessing transit at a particular location or along a particular route?



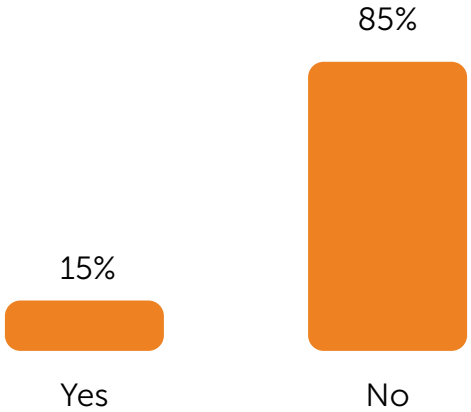
Question 2: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Beverly Boulevard, Whittier Boulevard, and Washington Boulevard. These are some of the important thoroughfares that go through the City of Montebello. The most common bus routes that were mentioned were the 10, 20, and 40 routes.

Question 3: Please note problems associated with the previously mentioned location. Please check ALL that apply.



Question 4: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



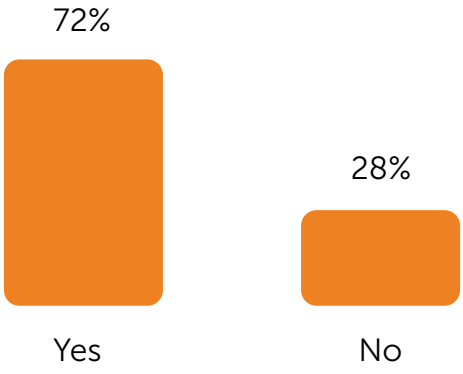
Question 5: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Garfield Avenue, Whittier Boulevard, and Montebello Boulevard. These are some of the important thoroughfares that go through the City of Montebello.

Question 6: Please note problems associated with the previously mentioned location. Please check ALL that apply.

- 68.7% Lack of bicycle routes & parking
- 43.7% Automobile traffic
- 43.7% Personal safety
- 43.7% Difficult intersection / street crossing
- 12.5% Walking impediments
- 25.0% Missing sidewalks
- 0.0% Missing curb ramps
- 12.5% Lack of car parking at parks / rides
- 12.5% Long distance / poor connectivity
- 6.2% Lack of matching bus stop

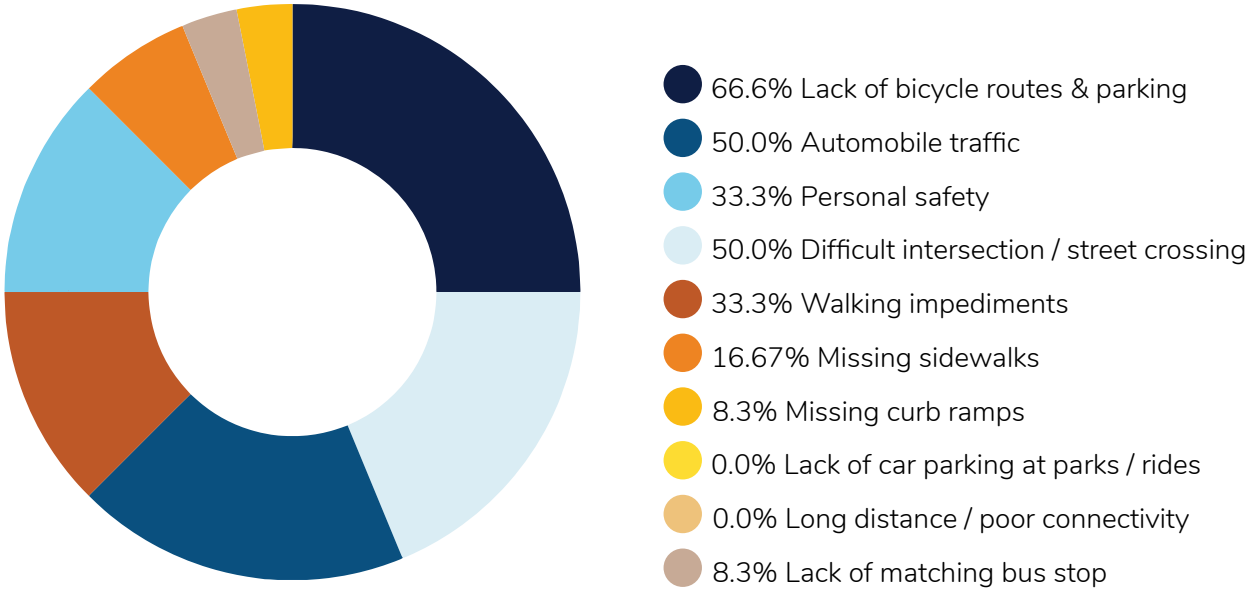
Question 7: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



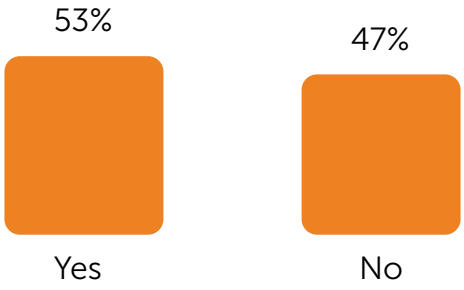
Question 8: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Whittier Boulevard, Montebello Boulevard, and Wilcox Ave.

Question 9: Please note problems associated with the previously mentioned location. Please check ALL that apply.



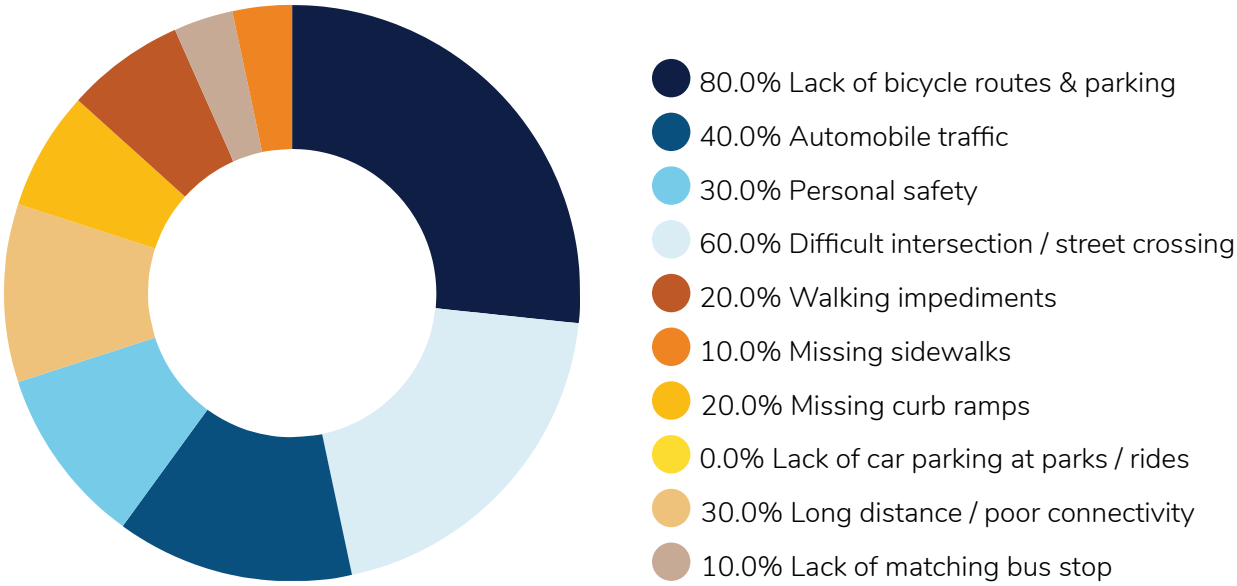
Question 10: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



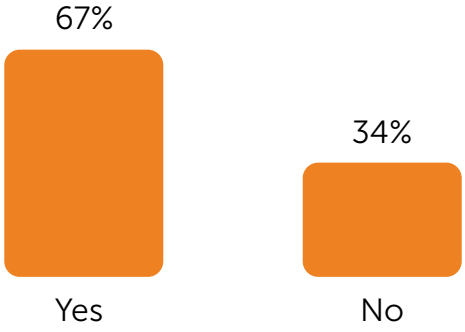
Question 11: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Beverly Boulevard, Whittier Boulevard, and Montebello Boulevard.

Question 12: Please note problems associated with the previously mentioned location. Please check ALL that apply.



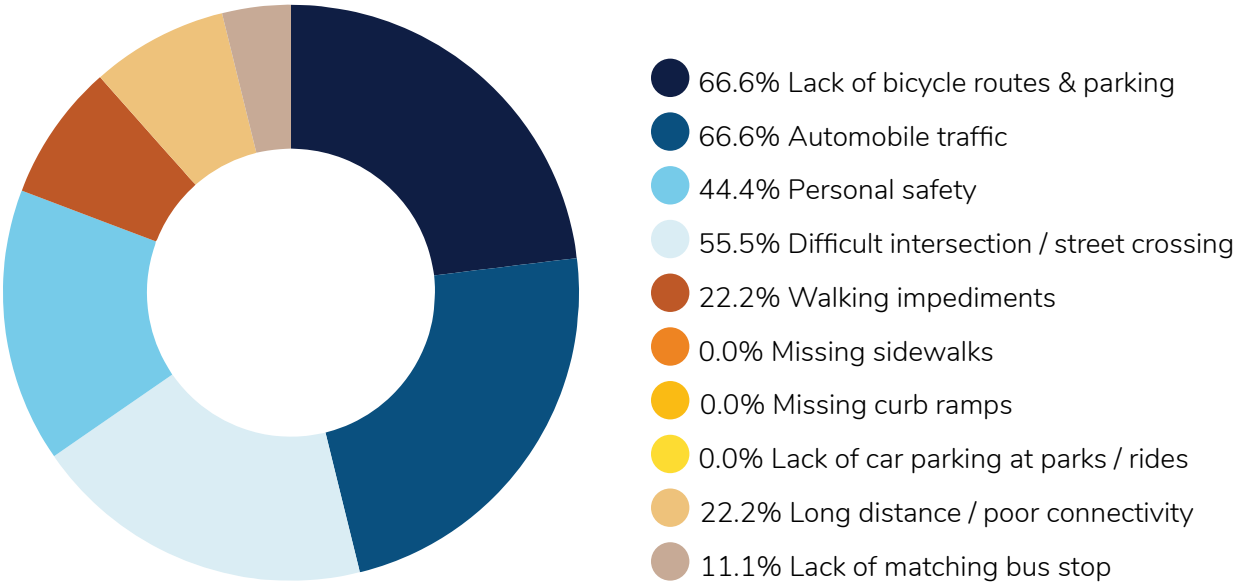
Question 13: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



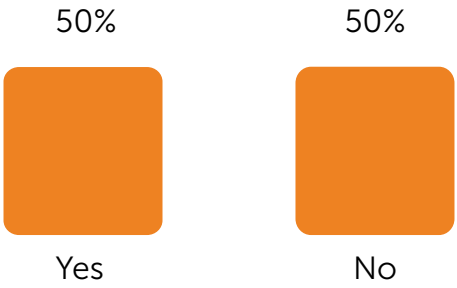
Question 14: Please provide location and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

The three most common corridors mentioned were Whittier Boulevard, Montebello Boulevard, and Garfield Avenue,

Question 15: Please note problems associated with the previously mentioned location. Please check ALL that apply.



Question 16: Is there ANOTHER location where you experience problems walking, cycling or accessing transit? If not, and you would like to finish the survey, click NO.



Question 17: Do you have other ideas for improving access to transit services? If so, please provide them in the text box below.

Results

At the end of the survey period, a total of 209 responses were collected. Respondents were asked if they have experienced any problems with walking, cycling, or accessing transit at any specific locations.

Respondents reporting experiencing an array of issues from poor connectivity, personal safety, sidewalk gaps, broken infrastructure, and lack of parking at park and rides. Long crossing distances and difficult intersections were also a commonly noted concern.

Recommendations ranged of the addition of bike lanes (especially on major corridors like Beverly Boulevard, Whittier Boulevard, and Montebello Boulevard), the addition of benches and shelters at bus stops throughout Montebello, and the widening of existing sidewalks. Along with the widening of sidewalks, the request for sidewalks where they are missing was also suggested.

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4 | Vision and Goals

4.1 VISION, GOALS, OBJECTIVES, AND IMPLEMENTATION STRATEGIES

This FMLM Plan will guide the development of first last mile infrastructure to improve connections to and from transit user's origins and destinations. Through data analysis and stakeholder engagement, the following vision statement and goals were shaped with supporting implementation strategies that serve as action items to help achieve the overarching vision and work towards implementation of recommended solutions.

Vision Statement

To enhance the commuter experience for existing transit users while attracting new riders through safe, convenient, and comfortable bus stop amenities and first last mile infrastructure.

Goals

To realize this vision, it was necessary to develop goals, representing ideal outcomes that encourage high performance.

Objectives

In support of each goal are objectives, or clear and measurable targets representing a step toward achieving a goal.

Strategies

Each objective is supported with strategies that represent a tangible activity working towards attaining an objective; whether it be through policy development, infrastructure treatments, programmatic implementation, or technology.

Goal 1: Provide Safe and Attractive Bus Stops

Objective 1.1: Understand the needs and concerns of transit users.

» Strategy 1.1.1: Develop an annual satisfaction survey and conduct surveys to gather feedback on bus service, bus stops and the Metrolink Station. Provide QR codes at bus stops and transit centers to direct users to the MBL website to take surveys to obtain regular feedback. (MBL)

Objective 1.2: Identify improvement needs at bus stops and the Montebello/Commerce Metrolink Station.

» Strategy 1.2.1: Develop a bus stop assessment checklist to assess the condition of high use and/or high complaint bus stops. (MBL)

» Strategy 1.2.2: Conduct annual bus stop assessments to prioritize bus stops in need of maintenance. (MBL)

» Strategy 1.2.3: Coordinate assessment of needs and maintenance with the City of Commerce and LA Metro on the Montebello/Commerce Metrolink Station. (MBL)

» Strategy 1.2.4: Regularly update GIS data with amenities. (MBL)

» Strategy 1.2.5: Coordinate with Public Works on corridor improvement projects that may assist with installing bus shelters and improving access to transit. (MBL and Public Works)

» Strategy 1.2.6: Ensure equitable distribution of transit amenities across MBL's system where they have the decision-making authority and are within their jurisdiction to do so. (MBL)

Objective 1.3: Enhance streetscape along bus routes.

» Strategy 1.3.1: Streetscapes should be utilized to provide visually attractive and physically comfortable environments that are integrated with similar environments of adjacent private property. Cultural, environmental, and historical considerations should be acknowledged when developing a streetscape. (Public Works)

» Strategy 1.3.2: Utilize the streetscape to establish a character or theme for special areas, historic districts, activity centers, neighborhoods, or scenic drives and gateways. Refer to Montebello Municipal Code1993 on landscape requirements. (Public Works)

Objective 1.4: Make bus stops a secure environment for customers, both from a traffic safety and from a personal safety perspective.

» Strategy 1.4.1: Maintain visible level of system-wide security presence and surveillance coverage which may include unarmed security and

activating spaces. (Police Department and Public Works)

» Strategy 1.4.2: Maintain and provide direct access to Metrolink shuttles, Dial-A-Taxi, buses and transit facilities. Avoid blind spots such as landscaping, fencing and/or structures blocking surroundings to ensure overall visibility of the bus stop from the street and surrounding areas. (MBL and Public Works)

» Strategy 1.4.3: Maintain/provide additional lighting at all bus stops. Continue to install solar lights at bus stops throughout the MBL system. (MBL)

» Strategy 1.4.4: Support long-term storage/parking for bicycles and micromobility options at transit stations or options for safely bringing devices on-board. (MBL and LA Metro)

Goal 2: Provide Safe, Comfortable, and Convenient Bicycle, Pedestrian, and Non-motorized Access to Bus Stops and Metrolink Station

Objective 2.1: Conduct annual bicycle and pedestrian safety assessments.

» Strategy 2.1.1: Annually review pedestrian collision data within a one half-mile and bicycle collision with three-miles of bus stops and Metrolink Station using data such as the SWITRS or Transportation Injury Mapping System (TIMS). (MBL and Public Works)

» Strategy 2.2.2: Analyze the collected bicycle and pedestrian collision data to identify hot spot locations and trends to develop countermeasures to mitigate the causes of collisions. The safety approach will not be limited to hotspot mitigation. Refer to this First Mile-Last Mile Plan for example countermeasures and recommendations. (MBL and Public Works)

» Strategy 2.2.3: Refer to the City's Local Road Safety Plan (LRSP) to identify high-injury corridors and make recommendations. Pursue funding through the federal Highway Safety Improvement Program (HSIP) or SS4A Grant Program to further implement safety countermeasures. (MBL and Public Works)

Objective 2.2: Provide a connected, comfortable, and safe pedestrian and bicycle network.

» Strategy 2.2.1: Develop an Active Transportation Plan to build upon First Mile-Last Mile Plan components. (MBL and Public Works)

» Strategy 2.2.2: Develop a bus stop access assessment checklist to assist in assessing non-motorized access to bus stops to complete station area pedestrian, bicycle and micromobility improvements to improve transit access and safety. (MBL)

» Strategy 2.2.3: Prioritize underserved neighborhoods where walking, bicycling, and using the bus is the primary mode of transportation. (MBL and Public Works)

» Strategy 2.2.4: Build upon the First Mile-Last Mile Plan and analyze the number of missing sidewalks and crossing locations within one quarter mile of new bus stops, high ridership bus stops and Metrolink Station to identify likely paths of travel to bus stops that connect neighborhoods and destinations. (MBL and Public Works)

» Strategy 2.2.5: Improve pedestrian linkages between residential, commercial, and community facilities and schools to bus stops by providing direct and continuous access. (MBL and Public Works)

» Strategy 2.2.6: Implement well defined crosswalks at intersections, and mid-block crossings to increase safe access to bus stops and local destinations. (Public Works)

» Strategy 2.2.7: Pursue funds to implement active transportation improvements through grants programs such as the Caltrans Active Transportation Program, Safe Streets and Roads for All and Prop 68 Urban Greening Program. (MBL and Public Works)

Objective 2.3: Implement Complete Streets projects to provide multi-modal access to bus stops and the Metrolink Station.

» Strategy 2.3.1: Develop a Complete Streets Corridor Plan with first and last mile to transit components for high need, high collision rate corridors. (MBL and Public Works)

» Strategy 2.3.2: Identify improvements aimed at enhancing the safety of existing roadway us-

ers (e.g. traffic signal coordination, traffic circles, roundabouts, bicycle facilities, etc.). (MBL and Public Works)

» Strategy 2.3.3: Utilize minimum turning radii and/or curb extensions as a traffic calming technique at locations that street character, as defined by land use and street classification, calls for slower speeds and enhanced pedestrian environments. Traffic calming measures should:

1. Promote safe and attractive conditions for motorists, bicyclists, pedestrians, and residents on neighborhood streets;
2. Mitigate the impact of vehicular traffic, including excessive speed and collisions.
3. Discourage cut-through traffic in residential areas
4. Provide a visually attractive environment for those who use the bus or travel by active transportation modes through an area by increasing landscaping and gateway opportunities. (Public Works)

» Strategy 2.3.4: Expand the Capital Improvements Program to includes numerous other programs and projects like the Associated Capital Maintenance Program, Bus Stop Improvement Project, CAD/AVL Passenger Information System Project (PISP), Enterprise Asset Management System, Facility Improvements, Hybrid Bus Repower, Pico Rivera Transit Center, Support Vehicles, Technology and Equipment Support, Transit Coach Tires, Universal Fare System, Vehicle Replacement Project. (MBL and Public Works)

Objective 2.4: Explore Transportation Network Companies (TNCs) and micromobility options to access bus stops and the Metrolink Station.

» Strategy 2.4.1: Work with ride sharing / ride hailing private companies such as Uber and Lyft to provide valuable and discounted on-demand first and last mile connection to the Metrolink Station. Explore equitable or discounted fees for the underserved. (MBL)

» Strategy 2.4.2: Integrate micromobility parking at high-use bus stops and the Metrolink Station for the expanding use of scooters and bike share. Explore equitable or discounted fees for the underserved. (MBL)

» Strategy 2.4.3: Plan and design mobility hubs at civic centers, regional shopping centers, schools and other areas where needed. (MBL and Planning & Community Development)

Goal 3: Coordinate Land Use and Transit Planning

Objective 3.1: Encourage coordination of land development to promote active transportation and bus use.

» Strategy 3.1.1: Utilize a collaborative planning process such as project Technical Advisory Committees and Development Review Committees to encourage the integration of non-motorized transportation modes in new and redevelopment projects and corridor studies with existing and future bus routes. As part of these discussions, encourage designing safe and pleasant bus stops near activated locations to provide more visibility around the bus stops. (MBL)

» Strategy 3.1.2: Continue coordination between LA Metro, SCAG, and neighboring cities on future Transit-Oriented Development (TOD) hubs to be included in future planning. (MBL and Planning & Community Development)

» Strategy 3.1.3: Plan and install bus stops to coordinate with the community and regional multi-modal transportation system and support existing land uses such as mixed-use development and high density housing. Providing bus stops in activated locations provides additional visibility and lighting around bus stops. (MBL)

» Strategy 3.1.4: Locate and concentrate land uses and urban design to promote and facilitate safe pedestrian and bicycle access to public transportation and installation of new bus stops or improving existing ones. Design adjacent bus stops to provide increased bus stop access and safety while providing additional safety features at the bus stop itself such as shelters and additional lighting. (MBL and Planning & Community Development)

» Strategy 3.1.5: Coordinate the development of land use, transit and active transportation strategies in areas expecting growth. (MBL and Planning & Community Development)

Objective 3.2: Improve the street-land use relationship to provide additional visibility and amenities for bus stops.

» Strategy 3.2.1: Along bus routes, locate new buildings within a reasonable walking distance from the right of way line to allow easy access for bus and Metrolink users. In placing buildings along arterial or major collector streets, accommodate for the required space for bus shelters with adequate sidewalk and parkway widths. (MBL and Planning & Community Development)

» Strategy 3.2.2: Minimize parking and maximize land-use density within close proximity to bus facilities to provide additional visibility around the bus stop. (MBL and Planning & Community Development)

» Strategy 3.2.3: Minimize walking distances between developments and bus stops, especially those with walls or gates, to provide better access to transit. Where applicable, provide additional safety measures such as additional lighting and aesthetics such as an improved streetscape. (MBL and Planning & Community Development)

Goal 4: Programs to Encourage Transit Use and Promote Safety, Comfort, and Accessibility

Objective 4.1: Continue to improve public awareness of safety practices.

» Strategy 4.1.1: Foster a culture of traffic safety by developing and conducting annual public outreach events to encourage and educate on safely accessing bus stops and bus stop safety. (MBL)

» Strategy 4.1.2: Partner on regional safety campaigns to improve driver awareness of the needs and rights of vulnerable road users. (MBL)

» Strategy 4.1.3: Pair major infrastructure changes and enforcement activities with messaging to communicate to community members the importance of traffic safety. (MBL and Public Works)

Objective 4.2: Advocate public transportation and enhance the image of MBL.

» Strategy 4.2.1: Continue the ongoing campaign to promote the sale of Transit Access Pass (TAP) and MBL Bus Tokens. (MBL)

» Strategy 4.2.2: Continue the partnership with local business through a MBL Day Pass Program to jointly promote transit and local businesses. (MBL)

» Strategy 4.2.3: Coordinate with multiple school districts to promote transit services and the benefits of student monthly passes; as well as a partnership with the Montebello Unified School District Parent Teacher Association to promote the Student Monthly Pass. (MBL)

» Strategy 4.2.4: Continue partnership with The Shops at Montebello. (MBL)

» Strategy 4.2.5: Participate in the (LIFE) Low income Fare is Easy Program led by Metro. This program provides fare subsidies that allow low-income patrons to redeem toward transit passes for eligible riders including adult regular fare, Senior/Disabled/Medicare, K-12, and college/vocational students who meet the criteria. (MBL)

» Strategy 4.2.6: Continue ongoing meetings with the Transportation Citizen Advisory Committee to receive input from patrons of Montebello Bus Lines and the Dial-A-Taxi services. (MBL)

» Strategy 4.2.7: Work with the City's Council Ad Hoc Committee for future programming efforts. (MBL)

» Strategy 4.2.8: Continue to grow and expand MBL's social media outreach program (Facebook & Instagram) and in bus marketing to promote ridership. (MBL) Goal 4: Programs to Encourage Transit Use and Promote Safety, Comfort, and Accessibility

4.2 TRANSIT AGENCY INTERVIEWS

The project team interviewed six various transit agencies or municipal jurisdictions. The purpose of this exercise was to uncover lessons learned and best practices that can be applied to this Plan through policy development and design. The interview questions can be found in Appendix E.

1. KING COUNTY METRO

June 22nd at 2:30pm

Interviewed: Malva Slachowitz, Senior Transportation Planner, Bike & Walk Program

King County Metro (Metro) serves the County as a transit agency but does not have control of the rights-

of-ways (ROW), which are overseen primarily by municipalities. Advantages of Metro is their focus on equitable mobility and therefore is in a position to develop ways to evolve and experiment with its service models and capital investments. Disadvantages include no control of the ROW, funding limitations, and expectations for parking. On-demand services have challenges for outsourcing, labor relations, technology, and equitable access. A key takeaway is that a bus stop warrants a shelter when there are 50 boardings per day in Seattle or 25 per day outside of Seattle.

2. LA METRO

July 11, 2023 at 1:45pm

Interviewed: Jacob Lieb, Senior Director and Chris Moorman, Senior Transportation Planner

LA Metro's First/Last Mile Planning Division (Metro) has a team of five people and only two which focus on securing funding. Metro has a strong suit in community engagement, with strong standing relationships for Community Based Organizations. Challenges Metro faces are blurred responsibilities between other agencies such as on the design and maintenance of streets. Metro has programs to evaluate passenger safety and comforters well as safe access to and from bus stops. Metro shared valuable resources such as their Metro Strategic Plan, their project prioritization methodology, Bike/Bus Interface Study to use as reference in the development of the City of Montebello's First Mile Last Mile Master Plan.

3. Long Beach Transit

July 11, 2023 at 4:00pm

Interviewed: Jessica Cignarella - Manager of Transit Service Planning; Marisol Barajas - Manager of Government Relations

Long Beach Transit (LBT) does not have any staff dedicated to secure first last mile project funding. A challenge for LBT is integrating schedules of different service providers, meaning riders may have a long wait during transfers. Another challenge is there is a lot of grandfathered-in infrastructure leading to inconsistent ADA compliance across cities. They are currently working on how to prioritize bus stops that are ADA non-compliant as well as SCAG's High Quality Transit Areas. LBT has introduced GoPASS for K-12 students and select universities which has resulted in an increased youth/student ridership.

4. FOOTHILL TRANSIT

July 13, 2023 at 2:30pm

Interviewed: Josh Landis, Planning Manager

Foothill Transit (FT) has a dedicated grant coordinator who secures first last mile and active transportation funding. Challenges the agency faces is limited bus access to neighborhoods with narrow streets for the 40' long buses. FT has 100% ADA compliance and has removed all non-compliant stops or made improvements to make them compliant. This both minimizes lawsuits as well as guarantees ADA compliance for riders. Stop Diets have also increased convenience for riders by limiting one bus stop per quarter mile except in downtowns and commercial centers to shorten commute times. Bus stop prioritization typically comes from customer requests and ADA compliance is always the first factor considered. FT has good relationships with each jurisdiction which streamlines coordination system-wide.

5. BERKELEY DEPARTMENT OF PUBLIC WORKS

August 9, 2023 at 9:30am

Interviewed: Eric Anderson, Principal Transportation Planner

When it comes to implementing countermeasures, Berkeley looks to their Vision Zero Action Plan. Rather than focusing on hot spots after they become a problem area, they take a proactive approach and view vision zero as a systemic issue. They implement countermeasures with similar roadway or bus stop characteristics as the existing problem areas to prevent serious injuries or fatalities. For larger infrastructure such as bus shelters with real time display, this is handled by the bus agency, ACT with JPA. The City helps with smaller amenities such as bus benches, trash receptacles, and streetscape elements.

6. OMNITRANS

August 18, 2023 at 1:00pm

Interviewed: Anna Jaiswal, Development Planning Manager

The greatest concern for Omnitrans is the safety of riders, especially while waiting at bus stops. Similar to other transit agencies interviewed, Omnitrans does not have control of the ROW which limits involvement of first last mile improvements, especially for ADA compliance, which is another big challenge for the agency. Omnitrans maintains the immediate station area but everything else is the City's responsibility. Coordination between all 16 jurisdictions is

challenging and requires a lot of permitting. Bikeshare and scootershares have been discussed but deemed too challenging with the inter-jurisdictional coordination. Omnitrans does have a Bus Stop Improvement Plan and Connect Transit Plan to prioritize amenities and projects, highest ridership receiving the largest priority.

Common Themes

Transit agencies do not typically have control of right-of-ways which significantly limits their involvement on first last mile infrastructure projects. Across the agencies we interviewed, each has different ways of prioritizing projects and transit stops from ridership volumes, ADA compliance, and MPO guidance. Multi-jurisdictional agencies typically have more difficult times implementing systemwide changes and good relationships and regular communication is recommended to help streamline improvements.

PED XING
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TO CROSS

5 | Policy Development

5.1 BEST PRACTICES AND RECOMMENDED POLICIES

This section focuses on the best practice first-last mile policies to improve access and safety to bus stops, improve safety and amenities at bus stops and develop complete streets to encourage transit use. This section summarizes key regional and local planning policies, the programs, and practices necessary to improve safety for all roadway users, with a focus on those walking, bicycling and taking transit. The best practice policy examples and actions are aimed to instill collaboration between the various City departments, community partners, and regional agencies. These best practice policies help to implement infrastructure, amenities, strategies, and programs to encourage travel by walking, bicycling, transit, and integrate many policies from the City's latest 2023 Draft General Plan.

The best practice policies recommended for Montebello, as shown in the subsequent pages, were determined by analyzing policies, goals, objectives, and recommendations from other jurisdictions, stakeholders and community feedback. These recommendations are meant to further guide improving the infrastructure around bus stops to better serve MBL's riders. The actions items are a combination of first-last mile specific action items, along with actions items from the 2023 General Plan.

To understand the action items, those that begin with "GP" are action items directly pulled from the 2023 General Plan that relate to the policy. These provide a strong framework and consistency with the General Plan. The "FLM Action" represents action items specific to this plan, or first-last mile recommendations, to strengthen the policies. There are numerous other policies and action items related to Complete Streets, transit, active transportation, transit oriented development, and location specific policies in the General Plan for more information.

Policy 1. Support and promote walking, biking, and other non vehicular modes as an alternative to driving within Montebello. (General Plan P4.1)

This first policy is directly pulled from the 2023 General Plan and provides the guidance to promote non-vehicular modes throughout the City. These action items facilitate walking, bicycling and transit use as key mobility options to improve accessibility and overall quality of life.

General Plan Policies:

GP A4.1a: Prepare and adopt an active transportation plan (ATP) with bicycle and pedestrian improvements built upon the San Gabriel Valley Council of Governments (SGVCOG) recommendations.

GP A4.1b: Balance the provision of on-street bike lanes and regional bikeways along arterial roads with on-street bike routes/boulevards and local-serving bikeways along residential streets.

GP A4.1c: Coordinate with adjacent jurisdictions to ensure that the City's bikeways are connected and consistent with existing and planned bikeways at the City limits.

GP A4.1d: Facilitate non-motorized connectivity to key destinations in the city through bicycle and pedestrian-oriented wayfinding signage.

» Coordinate to provide the opportunity for wayfinding customization, themes, and consistent design quality to promote connectivity to bus stops, the Montebello Metrolink Station, park and ride lots, and other local and regional activity centers.

GP A4.1e: Improve access to the Rio Hondo River Trail by opening additional access points and positioning wayfinding between the trail and key destinations in Montebello.

GP A4.1f: Require new development projects to provide adequate bicycle and pedestrian access, plus the provision of safe and secure bicycle parking.

GP A4.1g: Enhance the pedestrian and bicycle experience in the Downtown Specific Plan area and other key destinations through amenities such as wide sidewalks, low-stress bikeways, landscaping, pedestrian-oriented lighting, high-visibility crosswalks, and other improvements.

GP A4.1h: Establish citywide mode split goals and Vehicle Miles Traveled (VMT) threshold targets as a means to reduce traffic congestion, support healthy communities, and improve accessibility by transit-dependent populations.

Policy 2. Provide clean, safe, and comfortable bus stops and bus stop access to encourage transit use.

Passenger comfort, safety, and convenience are all impacted by bus stop features that are located off the street or roadway, commonly referred to as curbside improvements. This section provides policy guidance on how the City can provide the appropriate bus stop amenities to make transit use safe and comfortable.

For any transit system, expanded amenities beyond the standard bench or shelter are typically warranted. According to the City's latest General Plan, one of the key findings related to transit conditions was that the city could benefit from improved passenger amenities at bus stops outside the downtown area. Challenges may include having adequate sidewalk space to install shelters. The following best practice policies are aimed to help Montebello Bus Lines on how to create attractive bus stops that are safe and comfortable places to board and alight.

GP A4.2d: Enhance bus stops in the city incorporating high-quality transit stop design and amenities that create a simple, legible, and pleasant experience at the bus stop.

» Provision of comfortable shelter and seating can significantly improve perception of wait time and rider satisfaction. Ensure the waiting passengers can be seen from outside by using glass or open design for the back wall. Include lighting in the shelter, or locate shelters in a well-lit area. Signs at bus stops must indicate critical information including the stop name, route number, stop number, direction or destination, and system logo.

GP A4.2e: Coordinate with Metrolink to enhance the Montebello/Commerce Station's passenger amenities, bus transfer facilities, parking facilities, and other elements to encourage rail ridership in the City.

GP A4.2h: Improve connectivity within growth neighborhoods, areas of opportunity and for transit-dependent populations to enhance access to local and regional transit services.

GP A4.3c: Create small-scale mobility hubs at key multimodal transfer points.

» Mobility Hubs can serve as focal points for local micromobility and wayfinding networks, with amenities such as: transit and bike route information; bike repair stations; shade; and pedestrian-scaled lighting and wayfinding.

FLM Action 2.1: Provide or encourage clean, lighted, and convenient bus shelters that are within walking and biking distance of major activity areas, residential neighborhoods, and arterial roadways.

FLM Action 2.2: This Plan recommends installing shelters and benches where they are missing. If resources are limited then develop a ranking methodology to prioritize bus shelter locations. Criteria might include the following, but not limited to:

» Passenger volume

» Traffic volume and circulation

» Demographic analysis such as areas in low-income neighborhoods, minority populations, transit dependent neighborhoods with low vehicle ownership in accordance with SCAG's definition of Disadvantaged Communities

FLM Action 2.3: The City and private developers should provide and maintain street trees and other landscape treatments along corridors near bus stops within the public right-of-way to provide sufficient shade canopy and promote pedestrian comfort without impeding bus access or opportunities to install shelters.

FLM Action 2.4: Encourage the development of adjacent businesses near major bus stops to activate the space and make these facilities safer and more pleasant. The City can offer incentives to new development projects and existing businesses.

FLM Action 2.5: Coordinate with other agencies, not-for-profit organizations, and community groups to improve the physical and built environment around bus stops. Examples of improvements include universal design, gardens, green space and open space, and access to parks and recreation amenities.

PLM Action 2.6: Partner with local public art programs and artists to create artwork that is visually connected to the historical, environmental, or cultural aspects of the site.

Policy 3. Provide safety amenities at bus stops.

Bus stops are critical connection points between modes of transportation. Bus stops should be comfortable, safe, convenient, and designed for the local context. They should complement the larger transportation network and provide a sense of safety at all times of the day. There are several strategies that can be explored to activate the space around bus stops that experience crime, have high ridership, or experience regular complaints.

Bus stops with elements such as shelters, benches, and in-shelter lighting increase the comfort, convenience, and visibility of patrons and the stop itself. This investment in infrastructure can raise the overall attractiveness of bus service and help meet MBL's targets for ridership growth.

GP A2.3b: Prioritize placemaking.

» Create a plaza at the future Greenwood Avenue Station that features a variety of public amenities that will increase the attractiveness of the station and catalyze mixed-use development activity on adjacent land. This new station would extend the L Line east from its terminus at the Pomona/Atlantic Station. Establishing an Enhanced Infrastructure Financing District (EIFD) in the area could also help capture increased value that comes along with TOD adjacencies as well help fund infrastructure needed for placemaking.

FLM Action 3.1: Encourage the provision of amenities such as seating, lighting, and signage (including real-time arrival information), and bicycle parking areas at bus stops, shuttle stops, and the Metrolink Station to increase rider comfort, safety, convenience and future light rail station.

FLM Action 3.2: Install additional lighting at bus stops (solar preferred) and cameras at high stops where high incidents of crime of complaints have occurred. Explore the installation of blue light emergency phones as additional safety amenities. Coordinate with the Police Department on monitoring and maintaining surveillance cameras and blue light emergency phones.

FLM Action 3.3: Work with local businesses and property owners that are adjacent to the stops with high complaints to develop viable solutions such as providing security cameras or additional lighting. Bus stop relocation or shelter removal is a last resort because it inconveniences customers, and a new location may not be viable.

Policy 4. Utilize complete street strategies to improve bus stop accessibility.

Interconnected pedestrian and bicycle infrastructure with transit provides viable transportation choices for everyone and this contributes to the health, equity, and quality of life of Montebello residents. It was noted in the General Plan that walking and biking connectivity to the Metrolink Station should be improved. Embracing Complete Streets strategies into redevelopment and roadway improvements go a long way toward achieving a truly Complete Street.

GP A4.5a: Develop and formally adopt a citywide Complete Streets Ordinance.

GP A4.5b: Utilize a Complete Streets approach that acknowledges all users when improving existing transportation facilities or designing new transportation facilities in the city.

FLM Action 4.1: Use a Complete Streets approach that is best suited to meet the goals of the corridor or area to maximize the number of people walking or biking to transit. Improve bicycle transportation infrastructure and conditions along preferred corridors three miles from a transit station or bus stop and half-mile for pedestrian infrastructure.

» A Complete Street may include, but not be limited to, sidewalks, bike lanes (or wide paved shoulders), special bus lanes, bus turnouts, comfortable, safe, and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, and roundabouts.

FLM Action 4.2: Utilize Complete Streets concepts to accommodate and optimize new technologies and micromobility devices, first-last mile connections to transit, and curbside management strategies, to provide safe and accessible choices to increase active transportation and transit use.

FLM Action 4.3: Dedicate funding to implement improvements related to Complete Streets policies and implementation.

FLM Action 4.4: Prioritize a network of Complete Streets designed for users of all ages and abilities to

access bus stops and the Metrolink Station and future light rail station. Focus the designs first and foremost on critical areas, which are usually the intersections, before expanding it to the entire network.

FLM Action 4.5: When redesigning roadways, prioritize safety over motor vehicle capacity. All streets should be designed to be accessible for walking, biking, and accessing bus stops and Metrolink Station.

FLM Action 4.6: Test bold, creative approaches to safer street design. Improving street design is neither an insurmountable nor expensive challenge. Coordinate with SCAG on their Go Human campaign to test low-cost, short-term interventions to create safer streets. When a solution is implemented, measure the results to gauge the impact of their projects to work toward permanent solutions.

FLM Action 4.7: Explore policies that prohibit street widening projects that negatively impact pedestrians, bicyclists and transit users' level of service.

Policy 5: Utilize traffic calming and safety countermeasures to improve accessibility to bus stops and the Metrolink Station.

This policy explores the principle of traffic calming to provide a full range of treatments to slow vehicles as they move through commercial corridors and residential neighborhoods. The benefit for pedestrians and bicyclists is that vehicles drive at speeds that are safer and more compatible with walking, biking, and accessing bus stops. Traffic calming can take on many forms and costs, such as paint and bollards to traffic circles and roundabouts. It will be key to integrate bus stop access into traffic calming projects to provide the transit users with safe access to their destinations.

GP A4.6e: Monitor residential streets and implement traffic calming as needed to discourage cut-through traffic, developing strategies in conjunction with the neighborhood at large.

GP A4.7b: Explore opportunities to provide grade-separated bicycle and pedestrian crossings at locations where railroad tracks serve as a barrier to direct walking and bicycling connectivity, such as residential streets cut off by railroad tracks.

FLM Action 5.1: Provide pedestrian-friendly safety improvements, such as crosswalks and pedestrian signals near bus stops and the Metrolink Station.

FLM Action 5.2: Where feasible, implement proven traffic calming measures, such as speed humps, speed tables, curb extensions, roundabouts, and traffic circles, to slow vehicular speeds and improve bicycle and pedestrian safety.

FLM Action 5.3: Implement floating bus stops to facilitate buses moving in and out of traffic and to reduce bus travel time, increasing convenience and attractiveness of transit use.

FLM Action 5.4: Where feasible, implement full street improvements, including paving, curbs, gutters, and sidewalks are to be encouraged where necessary for public health, safety, and welfare.

FLM Action 5.5: Where feasible, separate pedestrian and bicycle traffic from vehicular traffic on major roadways to protect the safety of roadway users. Driveways and minor roads should have raised bicycle and pedestrian crossings and intersections should be protected to mitigate right hook conflicts.

Policy 6: Develop programs to encourage transit use and safety.

Shifting the daily commute from cars to sustainable transport modes, like public transportation, walking, and biking, incorporates physical activity into everyday commuting and can improve health and happiness. Programs should be explored with local and regional employers to encourage transit use by providing incentives and education on the benefits of alternative transportation.

GP A1.5a: Develop incentives and adopt regulatory standards to reduce transportation emissions. In addition to reducing the number of miles driven, the fuel efficiency and emissions standards of vehicles must also improve. Working in collaboration with local, regional, and state agencies, Montebello will seek to increase use of clean fuels in public and private automobile fleets, consider new legislation, and implement educational programs.

GP A1.5b: Promote use of alternate modes of transportation in the City of Montebello, including pedestrian, bicycling, public transportation, car sharing programs and emerging technologies.

GP A1.5e: Require and incentivize projects to incorporate Transportation Demand Management (TDM) techniques.

» Encourage major employers to reduce vehicular

trips by offering incentives such as, but not limited to, free or reduced-fare transit passes, transit stipends, and company-wide contests and events.

GP A4.4d: Update the City's parking code to allow shared parking arrangements, flexible parking standards such as unbundled parking and parking in-lieu fees in mixed-use areas and/or in proximity of high-quality transit.

GP A4.5i: Utilize educational strategies to improve awareness of safe walking, biking, and driving habits. Work with community-based organizations to develop and implement these strategies.

GP A4.8e: Monitor and evaluate the development of new mobility technologies.

FLM Action 6.1: Collaborate to develop back-to-school marketing campaigns to promote bus, carpool, walking, and biking to school. The marketing campaign can include suggested route maps, safety education materials, volunteer opportunities, event calendars, and traffic safety enforcement notices.

FLM Action 6.2: Avoid high intensity uses in locations with minimal transit service.

Policy 7: Develop programs to encourage safety at bus stops and the Metrolink Station.

Safety features at bus stops are the highest priority to improve transit rider safety, such as additional lighting, activating the space around the bus stops, and providing shelter from environmental elements. As part of encouraging the use of transit and the safety issues at some bus stops, programs are an important part to help mitigate some of those concerns. This section summarizes some of the best practices that are being employed regionally and statewide that can be explored.

FLM Action 7.1: Develop a safety awareness campaign to include short instructional videos, newspaper ads, social media, and community engagement. Engage local community-based organizations to plan and develop these campaigns.

FLM Action 7.2: Support Neighborhood Watch programs. Members should all be given training to ensure that racial bias is not used during neighborhood watch activities.

FLM Action 7.3: Continue to provide community programs that develop positive relationships between the Montebello Police Department and community members to provide a safe and secure environment for bus and transit users.

FLM Action 7.4: Establish a uniformed and unarmed security presence on buses and at bus stops such as a "Transit Ambassador'' program used by LA Metro in the Los Angeles region.

» This program is believed to have helped to significantly improve security where it has been employed. These ambassadors receive additional de-escalation and anti-bias training before being deployed. These ambassadors will be dedicated to riding transit which in turn helps represent a new shift in the deployment strategies of Metro armed security agents. Across the country, these approaches are helping transit agencies provide additional passenger security and comfort, while allowing sworn, armed police officers to focus their efforts on more serious criminal activity. Prior to implementing a full-scale deployment, a pilot program should be considered to evaluate and refine the program.

FLM Action 7.5: Prioritize stops that routinely draw complaints of illicit or unwanted activity for Transit Ambassadors to regularly monitor to deter illicit behavior.

FLM Action 7.6: Install surveillance cameras at some of the higher ridership bus stops and bus stops with the most complaints.

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6 | Projects

6.1 IMPLEMENTATION PLAN AND MONITORING GUIDE

This chapter focuses on the key outcomes of the Plan: the recommendations and initial project implementation to support first-last mile connections in Montebello. Section 6.2 showcases a toolbox of first last mile treatments to increase safety, comfort, and access at transit stops for people using transit. Some of these treatments are applied to the priority projects and others can be used as a guide for additional enhancement projects. Section 6.3 covers what criteria guided the selection of the priority projects and lists additional corridors recommended for study in the future. Section 6.4 includes the specific intersection designs and corresponding cut sheets that show initial project recommendations and what measures should be implemented at each location. The callouts on the aerial photos are intended to be used to pursue grant funding for implementation. Section 6.5 discusses the benefits of implementing the proposed first last mile treatments. Finally, section 6.6 includes metrics to be used to measure progress of implementation of first-last mile treatments in Montebello.

6.2 FIRST MILE LAST MILE TOOLBOX

This chapter includes project recommendations meant to improve bicycle and pedestrian safety at and around bus stops. The recommendations are designed to help the City of Montebello allocate funds as they become available and compete for grant funds as opportunities arise. The chapter begins with an overview of the different types of built infrastructure that have been designed throughout California. This "Street Toolkit" includes active transportation recommendations for bicycle, pedestrian, and traffic calming treatments.

6.2.1 BICYCLE FACILITIES

Class I: Multi-Use Paths

Class I multi-use paths (frequently referred to as "bicycle paths") are physically separated from motor vehicle travel routes, with exclusive rights-of-way for non-motorized users like bicyclists and pedestrians. They require physical buffers to ensure safety and comfort of the user.

Class II: Bicycle Lanes

Bicycle lanes are one-way facilities that carry bicycle traffic in the same direction as the adjacent motor ve-

Class I: Multi-Use Path

Class II: Bicycle Lane

Class III: Bicycle Route

Class IV: Separated Bike Path

hicle traffic. They are typically located along the right side of the street (although can be on the left side) and are between the adjacent travel lane and curb, road edge, or parking lane. They are not physically separated from motor vehicle traffic.

Class III: Bicycle Routes

A bicycle route is a suggested bicycle corridor marked by signs designating a preferred street between destinations. They are recommended where traffic volumes and roadway speeds are 35 mph or less.

Class IV: Separated Bikeways

Separated Bikeways, sometimes called cycle tracks, are on-street bicycle facilities with a physical separation between the bikeway and vehicle travel lanes usually with flexible posts, planters, or poured concrete. Often times, Class IV bikeways are parking-protected, where parked cars offer a buffer from traveling cars. Typologies for designing Class IV Separated Bikeways at bus stops can be found in Appendix G.

Shared Lane Markings ("Sharrows")

The shared lane marking is commonly used where parking is allowed adjacent to the travel lane. It is now common practice to center them within the typical vehicular travel route in the rightmost travel lane to ensure adequate separation between bicyclists and parked vehicles. Many cities install sharrows over a green background to enhance visibility.

Neighborways

A neighborway, sometimes called a bicycle boulevard, is an approach to reduce traffic, slow car speed, and improve safety for those biking, walking, and rolling on quiet residential streets. They are typically located on more narrow, slow speed streets and combined with other traffic calming infrastructure like speed tables.

Green-Colored Transition Striping

Intersection or mid-block crossing markings indicate the intended path of bicyclists. Colored striping can be used to highlight conflict areas between bicyclists and vehicles, such as where bicycle lanes merge across motor vehicle turn lanes.

Edge Lane Road

An edge lane road is a preferred space for bicyclists and motorists to operate on narrow streets that would otherwise be a shared roadway. Roads with

Sharrow

Edge Lane Road

Bike Box

Signage and Wayfinding

advisory bike lanes accommodate low to moderate volumes of two-way motor vehicle traffic and provide a safer space for bicyclists with little or no widening of the paved roadway surface. Due to their reduced cross section requirements, advisory bike lanes have the potential to open up more roadways to accommodate comfortable bicycle travel.

Bike Boxes

A bike box is a designated area at the head of a traffic lane at a signalized intersection that provides bicyclists a safe and visible way to wait ahead of queuing traffic during the red signal phase. This positioning helps encourage bicyclists traveling straight through not to wait against the curb for the signal change.

Signage and Wayfinding

Signage and wayfinding on all streets and bicycle routes are intended to identify routes to both bicyclists and drivers, provide destination information and branding, and to inform all users of changes in roadway conditions.

6.2.2 TRAFFIC CALMING

Traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through motor vehicle traffic volumes. The intent of traffic calming is to alter driver behavior and to improve street safety, livability, and other public purposes. Other techniques consist of operational measures such as police enforcement and speed displays. More information from the Montebello Fire Department on their priority corridors where vertical traffic calming should be avoided can be found in Appendix H.

Roundabouts/Traffic Circles

A roundabout is a circular intersection with yield control at its entry that allows a driver to proceed at controlled speeds in a counter-clockwise direction around a central island. Roundabouts are designed to maximize motorized and non-motorized traffic through their innovative design that includes reconfigured sidewalks, bikeway bypasses, high-visibility crosswalks, pedestrian flashing beacons, and other traffic measures. Roundabouts can be implemented on most streets but may require additional right-of-way.

A traffic circle is a small-scale traffic calming measure commonly applied at uncontrolled intersections on low volume, local residential streets. They lower traffic speeds on each approach and typically avoid or reduce right-

Traffic Circle

Signals and Warning Devices

Speed Display

Traffic Diverter

of-way conflicts because the overall footprint is smaller compared to roundabouts. Traffic circles may be installed using simple markings or raised islands but are best accompanied with drought-tolerant landscaping or other attractive vertical elements.

Signals and Warning Devices

Traditional pedestrian signals with countdown timers remain the gold standard for high quality pedestrian crossings, although some cases warrant new signal technologies. Pedestrian Hybrid Beacons (PHBs) and Rectangular Rapid Flashing Beacons (RRFBs) are special signals used to warn and control traffic at unsignalized locations to assist pedestrians in crossing a street via a marked crosswalk. PHBs include a "red phase" requiring vehicles to come to a full stop while RRFBs are yield stops. Either of these devices should be installed at locations that have pedestrian desire lines and that connect people to popular destinations such as schools, parks, and retail. Research has shown that PHBs tend to have a 90 percent motorist compliance rate versus RRFBs, which tend to have an 80 percent motorist compliance rate. Traditional pedestrian signals with countdown timers at signalized intersections tend to have a near 100 percent compliance rate. Signals and warning devices should be paired with additional pedestrian improvements where appropriate, to mitigate multiple threat crashes on multi-lane roadways.

Lead Pedestrian Intervals (LPIs)

LPIS give pedestrians about 3-7 seconds of a head start to enter the crosswalk at an intersection before vehicles get a green light.

Speed Displays

Speed displays measure the speed of approaching vehicles by radar and inform drivers of their speeds using an LED display. Speed displays contribute to increased traffic safety because they are particularly effective in getting drivers traveling ten or more miles per hour over the speed limit to reduce their speed.

Traffic Diverters

A traffic diverter is a roadway design feature placed in a roadway to prohibit vehicular traffic from entering into or exiting from the street, or both.

Chicanes

Chicanes are a series of narrowings or curb extensions that alternate from one side of the street to the

Chicanes

Speed Table

Truck Aprons

Hardened Center Lines

other forming an S-shaped path. Chicanes reduce drivers' speeds by causing them to shift their horizontal path of travel.

Speed Tables/Raised Crosswalks

Speed tables are flat-topped road humps, often constructed with textured surfacing on the flat section. Speed tables and raised crosswalks help to reduce vehicle speeds and enhance pedestrian safety.

Truck Aprons

Truck aprons allow large vehicles, such as: trucks, buses, and recreational vehicles, to turn without striking people walking, rolling, or bicycling, or fixed objects. They are located between the road surface and the sidewalk, or inner circle of a roundabout. The pavement is raised slightly to encourage light vehicles on the main road surface.

Reflective Border on Signal Heads

Reflective borders on signal heads improves visibility of signal heads with a backplate and is made even more conspicuous by framing it with a yellow retro-reflective border. These are more visible in both daytime and nighttime conditions.

Hardened Center Lines

Hardened centerlines are small rubber barriers next to crosswalks that require people driving to make slower, squarer left-hand turns. This small change has been proven to significantly slow down vehicle speeds at crosswalks and improve safety for people in the crosswalk.

Neckdowns

Neckdowns narrow a street by extending the sidewalk or widening the landscape area to give the perception that speeds should be reduced.

6.2.3 PEDESTRIAN TREATMENTS

Enhanced Crosswalk Markings

Enhanced crosswalk markings are designed to both guide pedestrians and to alert drivers of a crossing location. The bold pattern is intended to enhance visual awareness. Cities in Southern California often install "Continental" style or "Ladder" style markings due to their higher contrast on a roadway.

Neckdowns

Enhanced Crosswalk Markings

Curb Extension

Mid-Block Crossing with Refuge Island

Curb Extensions

Curb extensions extend the curb line outward into the travel way, reducing the pedestrian crossing distance. Typically occurring at intersections, they increase pedestrian visibility, reduce the distance a pedestrian must cross, and reduce vehicular delay. Curb extensions must be installed in locations where they will not interfere with bicycle lanes or separated bikeways. If both treatments are needed, additional design features such as ramps, or half-sized curb extensions should be considered. For snow maintenance, curb extensions can be designed with tapered front ends and vertical delineators to allow snow plows to clear and move over the curbs.

Refuge Islands

Refuge islands provide pedestrians and bicyclists a relatively safe place within an intersection and mid-block crossing to pause and observe before crossing the next lane of traffic.

Mid-Block Crossings

Mid-block crossings provide convenient locations for pedestrians and bicyclists to cross thoroughfares in areas with infrequent intersection crossings or where the nearest intersection creates substantial out-of-direction travel. Mid-block crossings should be paired with additional traffic-control devices such as traditional Pedestrian Signals, PHBs, RRFBs, LED enhanced flashing signs, and/or refuge islands.

Senior Zones

Designated senior zones can be enhanced with street signage, increased crossing times at traffic signals, benches, bus stops with shelters, and pedestrian lighting.

Transit Stop Amenities

Transit stop amenities such as shelters with overhead protection, seating, trash receptacles, and lighting are essential for encouraging people to use public transit.

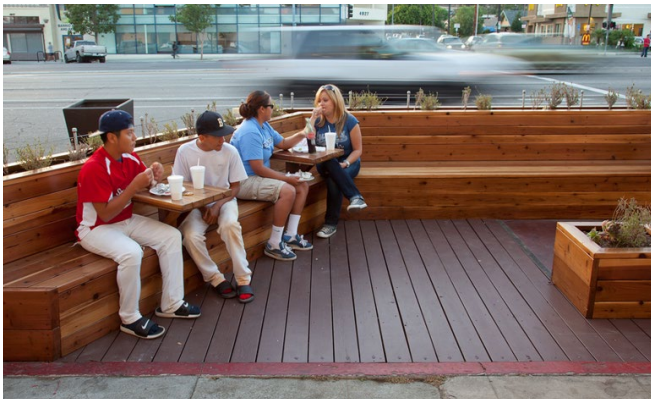
Special Intersection Paving and Crosswalk Art

Special intersection paving and crosswalk art provide unique opportunities at intersections to highlight crossings or key civic or commercial locations, while breaking the visual monotony of asphalt. Intersection paving treatments and crosswalk art can integrate context-sensitive colors, textures, and scoring patterns.

Bus Shelter

Well Lit Bus Stop

Real Time Bus Information



Parklets

Paving treatments and crosswalk art do not define a crosswalk and should not be seen as a safety measure. Standard transverse or longitudinal high visibility crosswalk markings are still required.

Lighting

Pedestrian-scale lighting provides many practical and safety benefits, such as illuminating the path and making crossing walkers and bicyclists more visible to drivers. Lighting can also be designed to be fun, artistic, and interactive.

6.2.4 TRANSIT STOP AMENITIES

Transit stop amenities such as shelters with overhead protection, seating, trash receptacles, and lighting are essential for encouraging people to make use of public transit.

Real-Time Bus Information

Real-time bus information allows riders to predict their journey and manage their time more effectively. This increases the convenience of transit for riders by providing accurate, updated location of their bus.

6.2.5 PLACEMAKING

Parklets

Parklets are made by converting one or two parking stalls into spaces for outdoor seating, public art, or other outdoor amenities that improve the streetscape experience.

Community Art

Displaying community art is a great way to engage the Reservation. Community art projects can include wall murals, intersection murals, creative crosswalk art, sidewalk chalk art, or sculptures.

Furnishings and Public Art

Transit shelters, bicycle racks, seating, and public art provide important amenities for functionality, design, and vitality of the urban environment. They announce that the street is a safe and comfortable place to be and provide visual detail and interest.

Wayfinding Signage

Wayfinding signage is a fundamental element of a comprehensive bicycling, walking, and trail network. Effective wayfinding systems communicate designated corridors, destinations, and other points of interest

Community Art

Street Furnishings

Wayfinding

Monument Sign

throughout a community. Wayfinding signage should be designed with local design aesthetics in mind.

Monument Sign

Monument signs can serve as powerful tools that welcome people to visit, engage, and enjoy a space or area in a unique way. These signs often reflect the character or personality of the culture and are usually located near popular points of interest or at intermediary gathering spaces along a corridor.

6.2.6 ENGAGEMENT PROGRAMS

Community outreach initiatives should start by listening to residents, families, business owners, local leaders, and working with existing community organizations. These critical relationships should allow for purposeful, ongoing engagement opportunities.

Electronic Newsletter

Distribution of an online newsletter is a great way to engage the public. Distribution should be researched and considered prior to utilizing this outreach method. This form of media can be used to display project and contact information as well as ways for readers to get involved.

Hotline

A hotline is a great way for community members to call in, leave comments, or talk to someone directly about the project or program. A hotline should be considered as a support tool of an overall community engagement strategy. In order to guarantee a hotline's success, it should be staffed and have the right person at the receiving end. Depending on the target audience, it may be necessary to have a multi-lingual person staffing the hotline. A hotline number is relatively low cost and requires little effort to maintain.

Surveys and Questionnaires

Surveys and questionnaires can also be created to identify the needs and views of a large number of people. Surveys are effective when a limited number of short and concise questions are used to gather information and feedback.

6.2.7 EQUITY PROGRAMS

Encourage Public Involvement

Collaboration with the community is an integral part of the planning process. Individuals, especially those belonging to traditionally underserved communities, need to be empowered to participate in the transportation planning processes and have their needs heard.

Prioritize Projects in Light of Equity Considerations

Agencies can aim to implement improvements in areas that are disproportionally affected by health and safety burdens, acknowledging that policies and designs that improve conditions for vulnerable groups can benefit everyone in the community.

Consider the Transportation Needs of Traditionally Underserved Populations

Recognize the importance of addressing the barriers that prevent trips from being safe, especially for the younger and underserved populations who cannot afford, operate, or choose not to drive vehicles.

Examine Organizational Practices and Policies

Existing practices and policies may have unintended consequences when it comes to transportation equity. A systematic review of its practices should be performed to identify potential equity issues and opportunities.

6.2.8 ENGINEERING PROGRAMS

A variety of engineering tools can be used to make sure that the roadways are safe for people walking, bicycling, and accessing transit. These tools include street design techniques that are intended to decrease vehicular speeds and others to enhance pedestrian and bicycle safety and comfort. Some examples are traffic control signs, parking controls, and traffic safety monitoring.

6.2.9 ENCOURAGEMENT PROGRAMS

Vehicle usage can be decreased in part by actively encouraging residents and visitors to bike, walk, and ride transit for a variety of trips and purposes. Encouragement is all about making bicycling, walking, and transit more fun, healthy, and easy to do. To achieve this, the City, along with Montebello Bus Lines and other local organizations, can organize a series of activities and events that promote alternate modes of transportation and healthier lifestyles.

Pilot Commuter Program

Provide employees with a temporary transit pass, for at least one-month, to test out transit in a trial period

to get familiar with their route and encourage commitment to using transit.

Free Ride Day

Encourage residents to take transit by offering an annual Free Ride Day. This can be held in conjunction with California's Clean Air Day, to emphasize the benefit of replacing car trips and improving air quality. The City, along with Montebello Bus Lines and other local organizations, can organize pop-up events to provide transit information and encourage riders.

Open Streets Events

Open streets events are a citywide event that closes a street completely to cars. They provide residents an opportunity to walk, bike, skateboard, or roller skate own streets in their city free of cars.

National Bike Month in May

During the month of May, cities across the country organize events and campaigns to educate people about biking and to encourage them to bike more to their destinations. Activities such as Bike Week, Bike to Work, and Bike Fridays can be organized and promoted to encourage first last mile transportation options.

Demonstration Project

Over the past decade Tactical Urbanism or "Demonstration Projects" has become an international movement, bringing about a shift in how communities think about project development and delivery. These demonstration projects include low-cost, temporary changes to the built environment intended to improve local neighborhoods and gathering places. In Southern California, these projects have loosely emulated a planned and designed project to allow residents to experience what the project may look like and how it affects traffic, active transportation modes and transit. These events are aimed to educate and gain support from the community to move towards implementation. The City of Montebello can utilize SCAG's GoHuman campaign to facilitate these demonstration projects as needed. Items such as the protected bike lane or curb extensions promote a more comfortable and safe experience for non-motorists.

6.2.10 EDUCATION PROGRAMS

Student Safety Assemblies

Safety assemblies can be organized as interactive gatherings or festivals that consist of various stations throughout a school gymnasium or park. Each station can have a bicycle, pedestrian, and teen driver safety component that allows students to participate in various activities while learning the basics of "on the road" safety.

Bike Commuting Workshops

A class intended to build habits and cover essential skill for bike commuters. This class will cover what to wear, how to pack, and how to use transit with a bike.

6.2.11 EVALUATION PROGRAMS

Create City Staff Active Transportation Evaluator Position

An active transportation evaluator position would assist the City's current active transportation coordinator in reviewing project plans and built projects as well as ensuring consistency and cooperation between city departments. The evaluator would also assist with completing grant applications, maintaining a prioritized list of improvements, researching appropriate funding sources, and updating cost estimates. This investment in staff is often returned since this position is usually responsible for securing State and federal funding.

First Mile Last Mile Advisory Committee

The City can explore creating an First Mile Last Mile Advisory Committee that can provide oversight. Many municipalities have developed bicycle and pedestrian, or active transportation advisory committees to address issues and opportunities related to walking, bicycling, and transit. This group can act as a community liaison and support City staff, volunteers, and advocate efforts to address issues and help evaluate the progress of improvements in this Plan.

Conduct Bicycle and Pedestrian Counts and Review Collision Data

Conduct regular bicyclist and pedestrian counts throughout the City to determine baseline mode share and subsequent changes. Conducting counts would allow the City to collect information on where the most bicycling and walking occur. This assists in prioritizing and justifying projects when funding is solicited and received. Counts can also be used to study bicycling and walking trends throughout the City and overlaid with boarding and alighting data.

6.3 PRIORITIZED PROJECT LIST

Five projects have been recommended for first last mile funding. To determine the top 5 projects, the team considered boardings and alightings, equitable access and connections to key destinations, feedback from the Technical Advisory Committee (TAC), community input, bicycle and pedestrian Level of Stress (LOS), crash history, and professional judgment. Section 6.4 details why each location was selected.

6.4 RECOMMENDED PROJECTS

Through the community engagement process, stakeholder input, and data analysis, five priority projects have been identified with recommendations for bicycle, pedestrian and traffic calming treatments to improve transit access to and from the selected bus stops. These five projects are focused at high-volume and high-need transit stops which can be replicated at other locations.

The following pages show the five priority projects for Montebello First Mile Last Mile projects, their recommendations, and expected cost. A breakdown of the costs can be found in Appendix F.

Priority Project 1. Beverly Boulevard and Maple Avenue

COST ESTIMATE: $149,700

There is currently one bus stop at the northeast corner at the intersection of Beverly Boulevard and Maple Avenue. The 40 bus travels southeast-northwest along the Beverly Boulevard corridor connecting residents of Montebello and Whittier to Downtown Los Angeles. There are several key destinations within a short walk of this bus stop, such as Maple Avenue School, Washington Elementary School, Montebello Library, City Hall, Acuna Park, and businesses.

Transit Ridership

The boarding and alighting total for each stop at this intersection makes up 0.3% of all Montebello transit ridership. While only less than 1% of City ridership, this bus stop was selected as a priority project because of a pedestrian fatality and its proximity to schools and key destinations. With first last mile improvements, this location may experience an increase in ridership.

Collision Typologies

Figure 6-1 depicts the types of crashes that occur at this intersection between the years 2011-2021. There has been one pedestrian fatality just west of the intersection from a vehicle traveling straight down Beverly. Additional pedestrian injury crashes include two from right turning vehicles, one from a left turning vehicle and one from a vehicle traveling straight. Bicycle injury crashes include two from left turning vehicles and two from vehicles traveling straight.

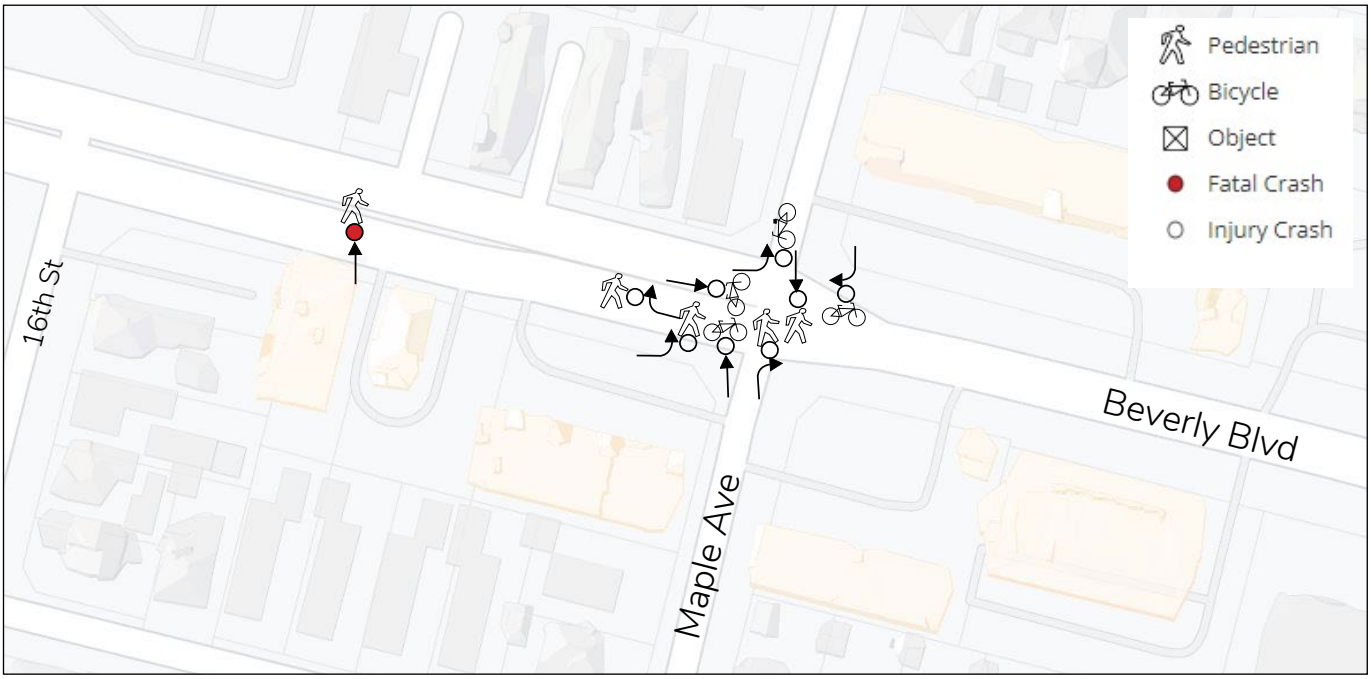


FIGURE 6–1: Beverly Boulevard and Maple Avenue Crash Diagram

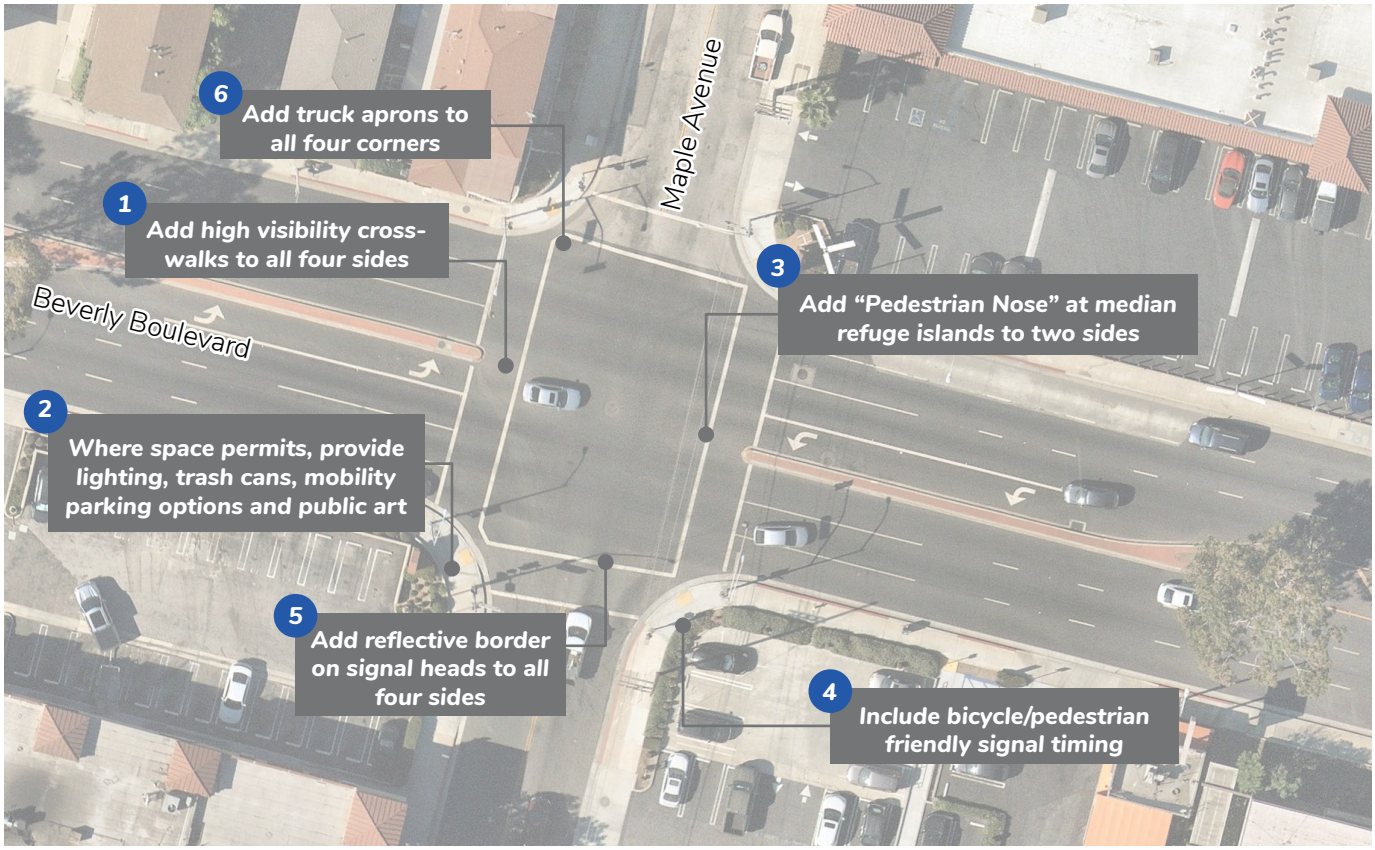


FIGURE 6–2: Beverly Boulevard and Maple Avenue Recommendations

Recommendations

To increase connections to the bus stop at Beverly Boulevard & Maple Avenue, the following recommendations are proposed.

- High-visibility crosswalks
- Pedestrian nose at medians
- Truck aprons
- Bicycle and pedestrian-friendly signal timing
- Reflective border on signal heads
- Lighting, trash cans, public art, and mobility parking options, where space permits.

Figure 6-2 illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.

Lead Pedestrian Interval

High-visibility crossing

Pedestrian nose

Truck apron

Priority Project 2. Whittier Boulevard and Garfield Avenue

COST ESTIMATE: $157,700

There are four bus stops at the intersection of Whittier Boulevard and Garfield Avenue. The 10, 18, 30, and 70 routes connect users north to Alhambra and San Gabriel, south to South Gate and southern portion of Montebello, east to Whittier, and west to Downtown Los Angeles and Koreatown. Within a short walk of this intersection are key destinations such as Cantwell-Sacred Heart of Mary High School, Montebello High School, Saybrook Park, and shops.

Transit Ridership

The boarding and alighting total for each stop combined at this intersection makes up 7.4% of all transit ridership in Montebello. This bus stop was selected as a priority project because of its high number of collisions, ridership volumes, and proximity to key destinations.

Collision Typologies

Figure 6-3 depicts the types of crashes that occur at this intersection between the years 2011-2021. It has two fatal pedestrian crashes from vehicles traveling straight down Whittier Blvd, one at the intersection, and the other farther east where the raised median is missing. Additional pedestrian injury crashes include two from right turning vehicles, two from left turning vehicles and five from vehicles traveling straight. Bicycle injury crashes include two from left turning vehicles and two from vehicles traveling straight and one from a bicyclist colliding with a stopped vehicle.

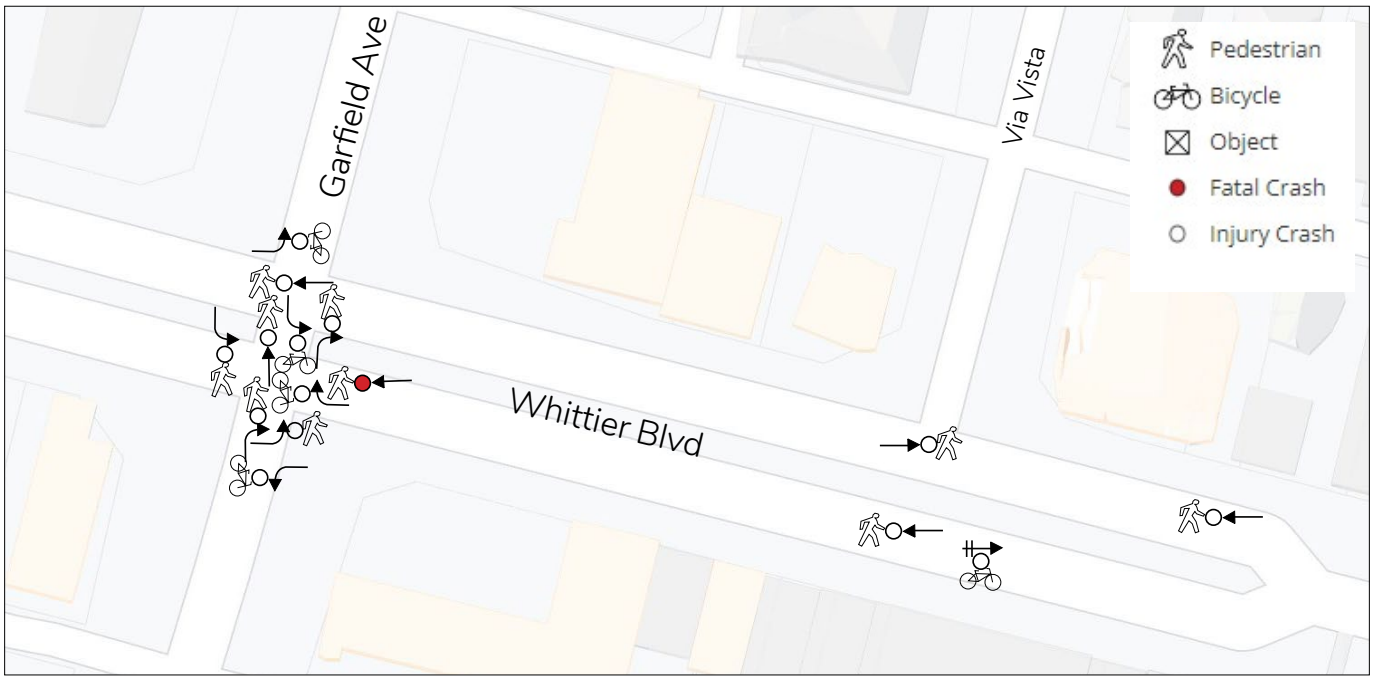


FIGURE 6-3: Whittier Boulevard and Garfield Avenue Crash Diagram

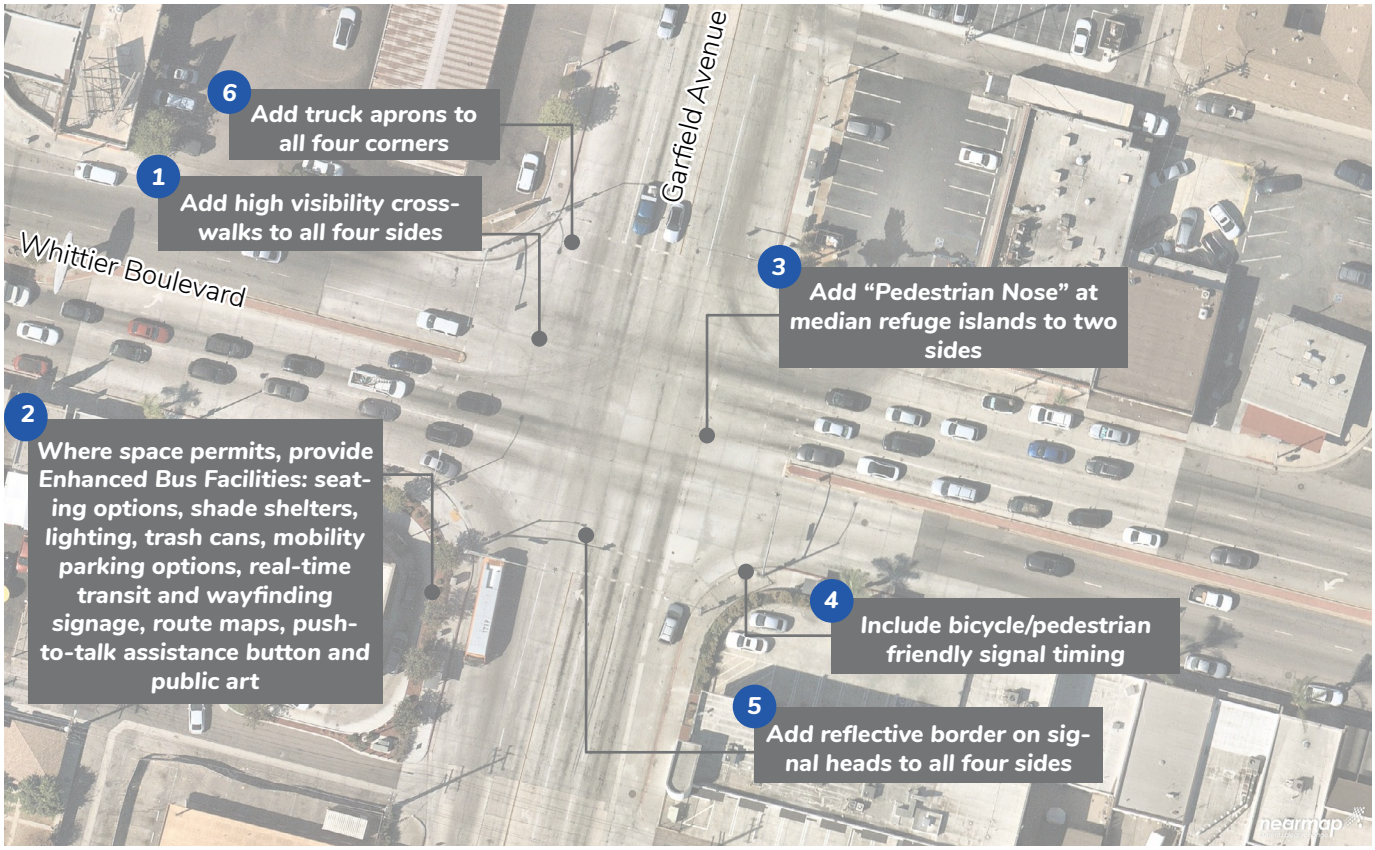


FIGURE 6-4: Whittier Boulevard and Garfield Avenue Recommendations

Recommendations

To increase connections to the bus stop at Whittier Boulevard and Garfield Avenue, the following recommendations are proposed.

- High-visibility crosswalks
- Pedestrian nose at medians
- Truck aprons
- Bicycle and pedestrian-friendly signal timing
- Reflective border on signal heads
- Lighting, trash cans, public art, and mobility parking options, where space permits.

Figure 6-4 illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.

Lead Pedestrian Interval

High-visibility crossing

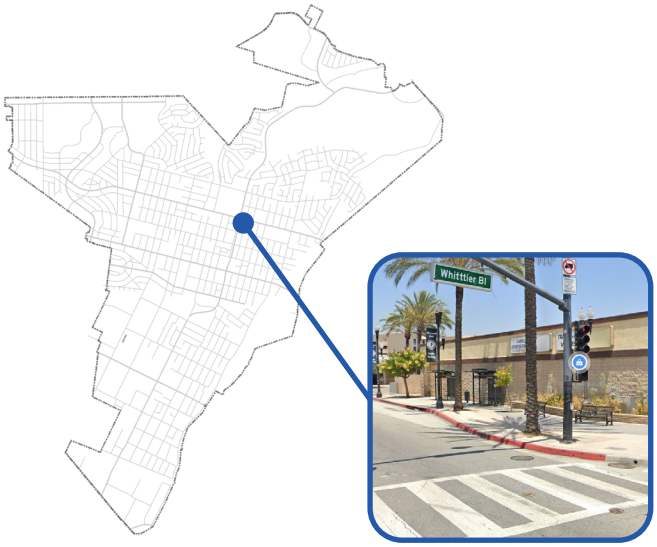
Pedestrian nose

Truck apron

Priority Project 3. Whittier and Montebello Boulevards

COST ESTIMATE: $139,700

There are four bus stops at the intersection of Whittier Boulevard and Montebello Boulevard. The 10 route runs east-west along Whittier Boulevard, connecting Whittier to Monterey Park. The 20 route runs north-south along Montebello Boulevard, connecting San Gabriel and Rosemead to the southern edge of Montebello. This central intersection is located next to major shopping centers with CVS, medical centers, and the west end of Downtown.



Transit Ridership

The boarding and alighting total for each stop combined at this intersection makes up 7.5% of all Montebello transit ridership. This bus stop was selected as a priority project because it is the highest-volume intersection for transit use, its location at the edge of the Downtown Montebello corridor, and high number of bicycle and pedestrian collisions.

Collision Typologies

Collision injuries near the intersection of Whittier Blvd and Montebello Blvd include one fatal pedestrian crash from a vehicle traveling straight down Whittier Blvd near the Spruce St intersection. Additional pedestrian injury crashes include one from right turning vehicles and four from vehicles traveling straight. Bicycle injury crashes include three from right turning vehicles and three from vehicles traveling straight and one from a bicyclist colliding with a stopped vehicle.

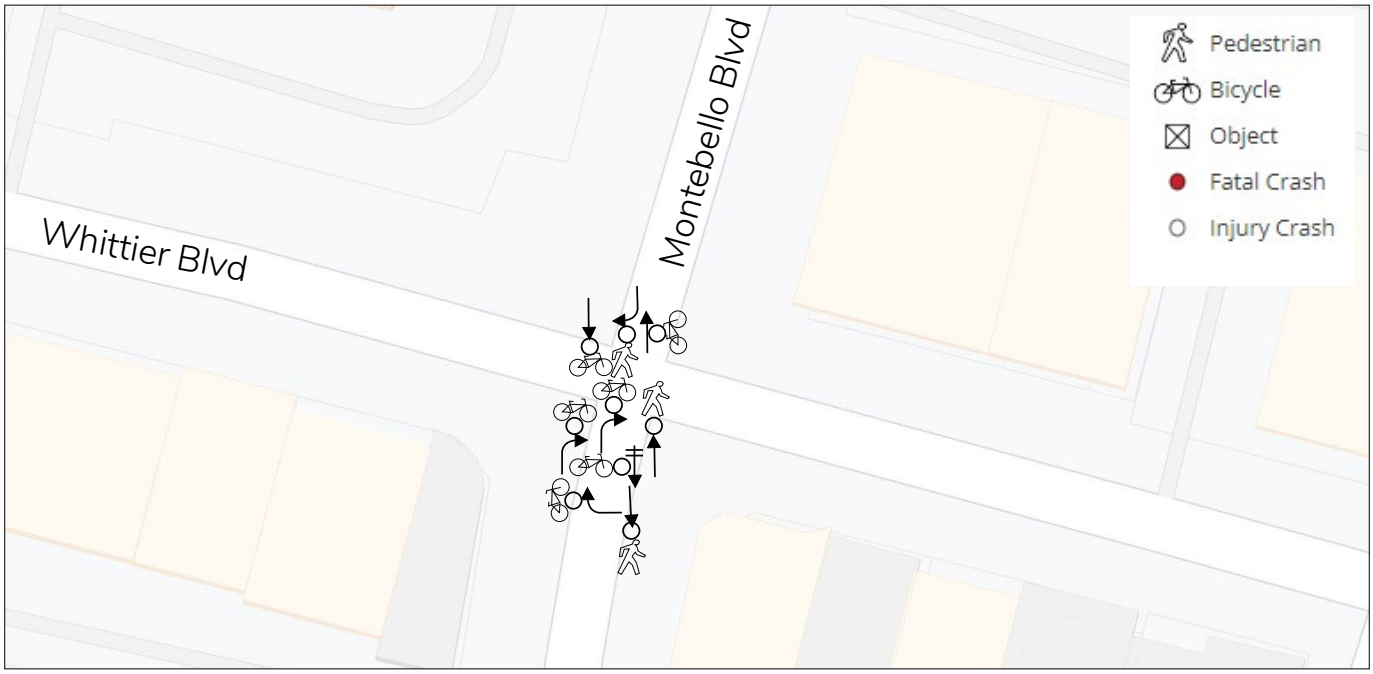


FIGURE 6–5: Whittier Boulevard and Montebello Boulevard Crash Diagram

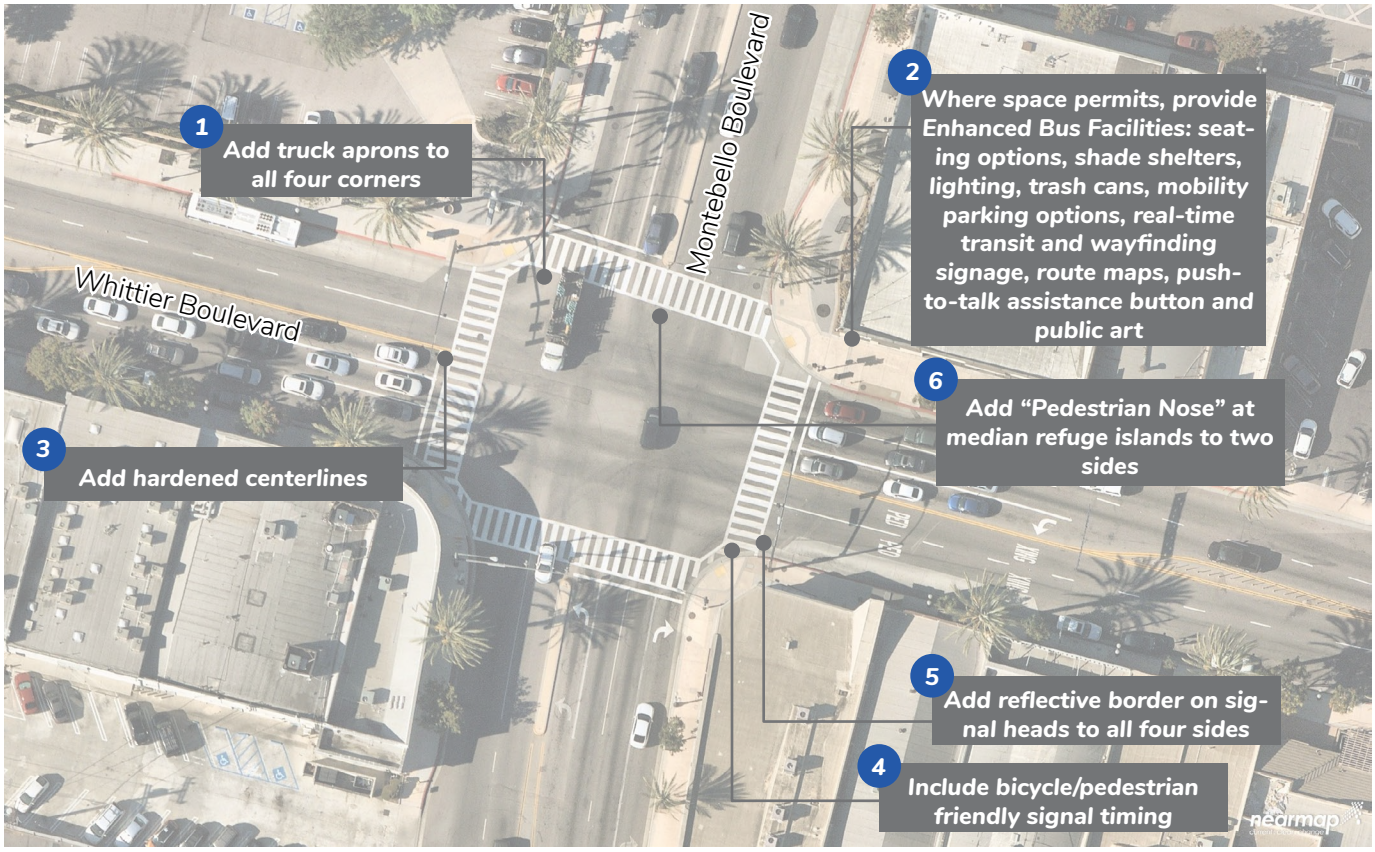


FIGURE 6-6: Whittier Boulevard and Montebello Boulevard Recommendations

Recommendations

To increase connections to the bus stop at Whittier Boulevard and Montebello Boulevard, the following recommendations are proposed.

- Hardened centerlines
- Pedestrian nose at medians
- Truck aprons
- Bicycle and pedestrian-friendly signal timing
- Reflective border on signal heads
- Lighting, trash cans, public art, and mobility parking options, where space permits.

Figure 6-6 illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.

Lead Pedestrian Interval

Hardened centerlines

Pedestrian nose

Truck apron

Priority Project 4. Washington Boulevard and Greenwood Avenue

COST ESTIMATE: $174,900

There are four bus stops at the intersection of Washington Boulevard and Greenwood Avenue. The 50 route stretching far west to Downtown Los Angeles and far east to La Mirada provides an east-west route through southern Montebello. The 20 route stretches north to San Gabriel and south to the southern edge of Montebello. The 70 route zigzags north-south along the eastern edges of Montebello. From this intersection, Greenwood Elementary School is a short walk, numerous small businesses, and the Chet Holifield Library and Park.

Transit Ridership

The boarding and alighting total for each stop combined at this intersection makes up 3.6% of all Montebello transit ridership. This bus stop was selected as a priority project because it is adjacent to the proposed Metro E Line station on the southwest corner. Upon implementation of the Metro Rail extension, this intersection will become a hub for transit transfers and first last mile connections.

Collision Typologies

This location has seen two fatal pedestrian crashes: one from a vehicle turning right at the intersection and another vehicle traveling straight down Washington where the raised median is missing. Bicycle injury crashes include three from vehicles traveling straight and one from a bicyclist colliding with a stopped vehicle.

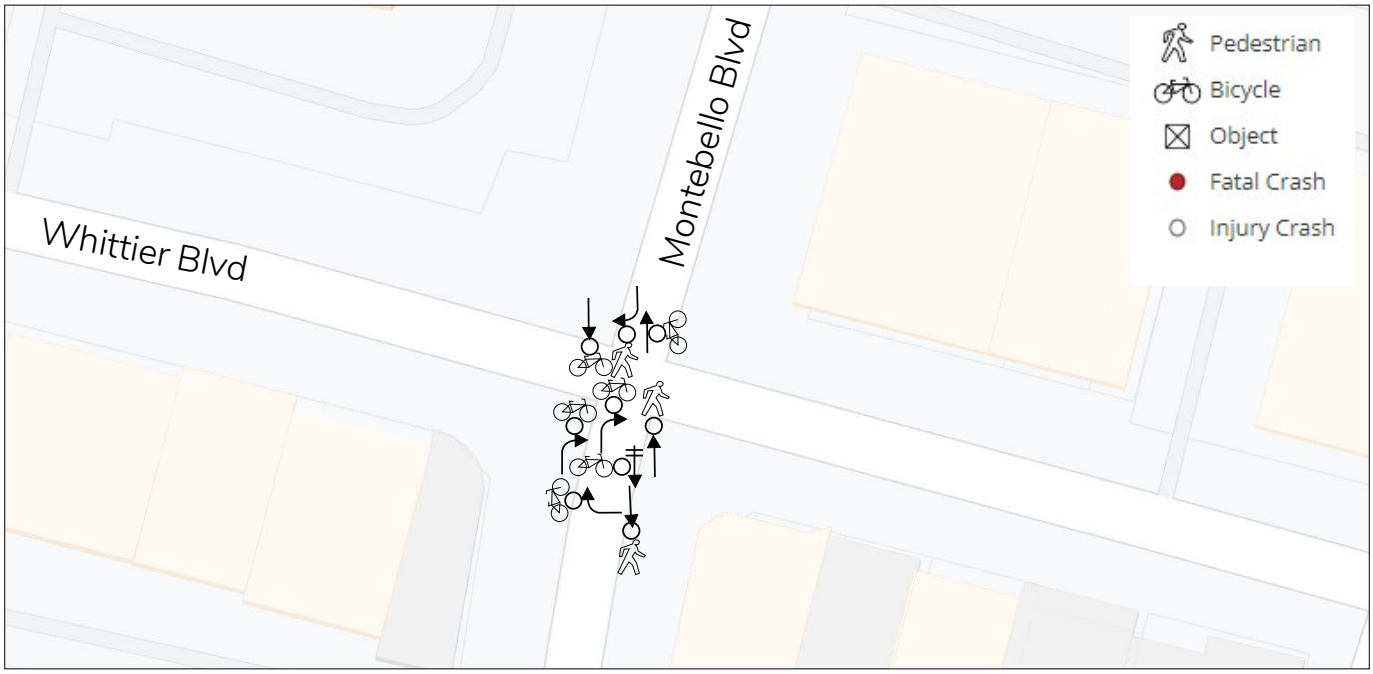


FIGURE 6–7: Washington Boulevard and Greenwood Avenue Crash Diagram

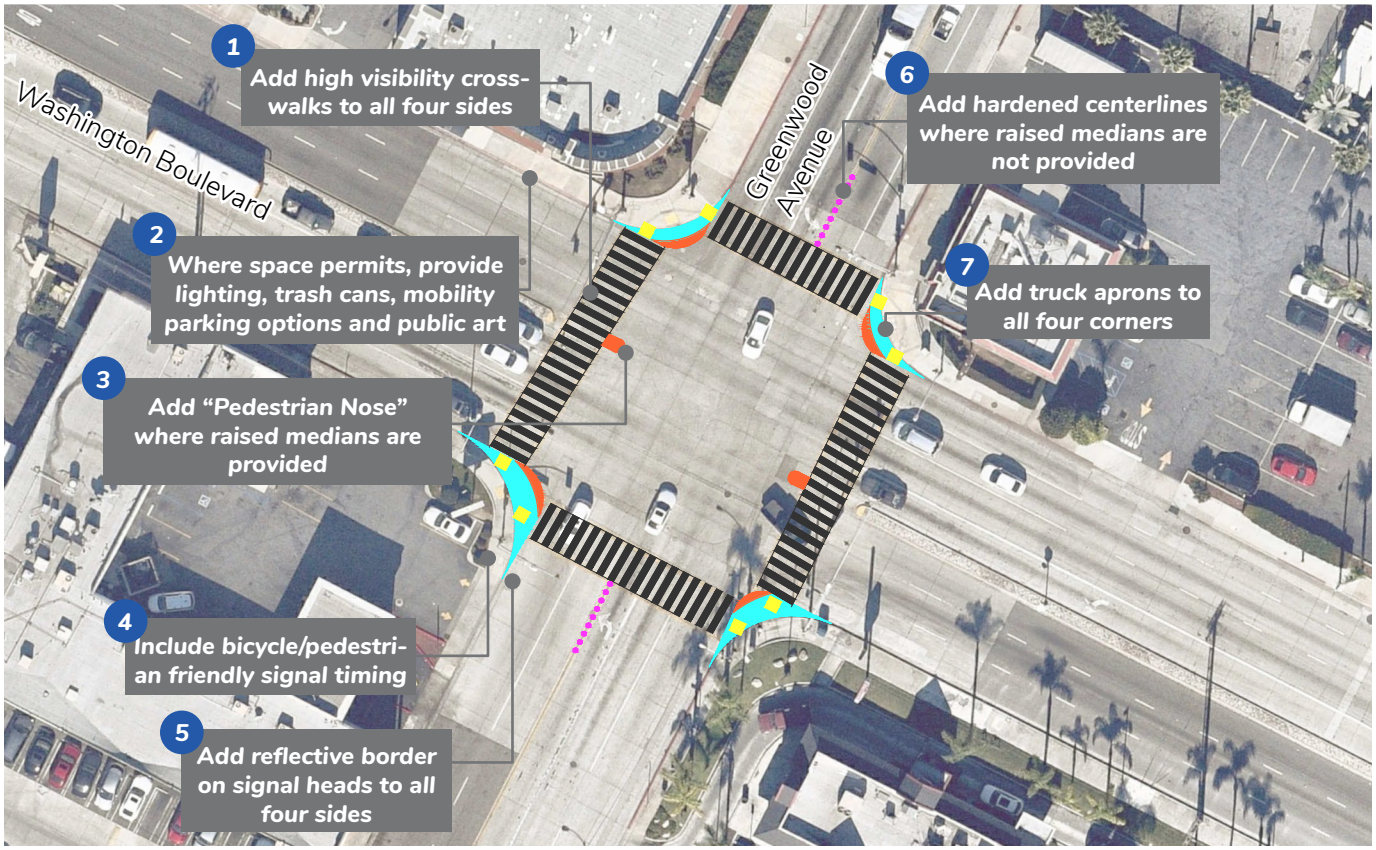


FIGURE 6–8: Washington Boulevard and Greenwood Avenue Recommendations

Recommendations

To increase connections to the bus stop at Washington Boulevard and Greenwood Avenue, the following recommendations are proposed.

- Hardened centerlines
- Pedestrian nose at medians
- Truck aprons
- Bicycle and pedestrian-friendly signal timing
- Reflective border on signal heads
- Lighting, trash cans, public art, and mobility parking options, where space permits.

Figure 6-8. illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.

Lead Pedestrian Interval

High-visibility crossing

Pedestrian nose

Truck apron

Priority Project 5. Madison Avenue Neighborway

COST ESTIMATE: $332,000

A neighborway is an approach to reduce traffic, slow car speed, and improve safety for those biking, walking, and rolling on quiet residential streets.

This priority project prioritizes bicycle connections between the Rio Hondo Bike Path to across north Montebello and passes schools, shopping centers, and is nearby Montebello City Park and Beverly Hospital.

Transit Ridership

The neighborway runs on parallel streets to the 10, 20, 40, 70, and 90 bus lines to provide a lower stress route while maintaining transit access by bike.

Recommendations

The proposed recommendations along this neighborway include speed cushions to slow down automobile traffic, edge lane roads that prioritize bicyclists over cars, and wayfinding signage to keep cyclists on the pathway and point out key destinations.

Figure 6-9 illustrates where at the intersection the treatments are proposed to improve safe and convenient access to transit for people walking and rolling, bicycling, and using micromobility for all ages and abilities.

Speed Cushions

Edge Lane Road

Midblock Neckdown

Wayfinding Signage

FIGURE 6-9: Neighborway with Edge Lane Road Markings and Speed Cushions

6.5 EXPECTED BENEFITS OF PROPOSED PROJECTS

The five priority projects are geographically dispersed across Montebello. These recommendations can be replicated at additional transit stops for a systemic impact.

Benefits as a result of this plan may include:

- Increased perception of comfort and safety amongst transit riders
- Level of equitable first mile/last mile access to bus stops and nearby destinations
- Expected reduction in pedestrian and bicycle fatalities and serious injuries within 1/4 mile of enhanced intersections.
- Expected health benefits from increased activity levels and reduction in greenhouse gasses as a result of vehicle miles replaced.
- Expected economic development benefits from increased foot traffic near transit stops
- Increased transit ridership

6.6 MAKING AND MEASURING IMPLEMENTATION PROGRESS

The following are best practice performance measures, each of which are meant to quantify the impact and effectiveness of First Last Mile projects and programs with a Vision Zero lens. Identifying and employing several strategies will help the City update the public on progress and advance efforts for the upcoming year. The City must decide on the metrics that it deems the most important to allocate limited resources towards to improve first last mile connections to bus stops as well as reduce fatalities and serious injuries amongst bicyclists and pedestrians.

The principles articulated through the "Six Es", developed by the Safe Routes Partnership (Engagement, Equity, Engineering, Encouragement, Education, and Evaluation), can help create and sustain successful programs throughout Montebello.

It is recommended that the City tracks the following data points annually. Below are examples the City can use to assist with developing performance measures, organized by the Six Es.

Education

- Number of students taught about bus safety
- Number of people reached from an educational campaign on how to ride the bus, take a bicycle on a bus, and the significance of replacing car trips

Encouragement

- Percentage of mode split for transit
- Number of events to promote quick-build installations at or near transit stops
- Number of people reached in a marketing campaign
- Percentage of students or school staff who take transit to and from school

Equity

- Percentage of transit stops that meet ADA compliance
- Number of grants funded per year that address equity-related access issues
- Percentage of schools, parks, and medical buildings that are within 1/2 mile of a transit stop
- Number of improved pedestrian infrastructure projects installed within 1/2 mile of a transit stop
- Number of intersections where signals have been optimized for people with disabilities and active transportation within 1/2 mile of a transit stop

Evaluation

- Total number of pedestrian collisions, fatalities, and serious injuries within 1/2 mile of a transit stop
- Total number of bicycle collisions, fatalities, and serious injuries within 1/2 mile of a transit stop
- Reduction of fatalities or serious injuries caused by collisions involving people walking and bicycling within 1/2 mile of a transit stop
- Percentage of new street projects that are multi-modal within 1/2 mile of a transit stop
- Number of Boardings and Alightings with City limits

Enforcement

- Number of vehicles ticketed for parking in a bus loading zone
- Number of vehicles ticketing for parking in bicycle lanes within 1/2 mile of a transit stop
- Percentage of streets where speed surveys have been conducted within 1/2 mile of a transit stop
- Number of sting operations conducted to enforce yielding to pedestrians in crosswalks within 1/2 mile of a transit stop
- Number of sting operations conducted to enforce motorists complying with No Right Turn On Red within 1/2 mile of a transit stop

Engineering

- Number of quick-build installations at or near bus stops
- Percent of total citywide street mileage dedicated to active transportation facilities (such as bicycle parking, street closures, Class I, II, & IV bicycle facilities, and complete sidewalk networks)
- Percent of sidewalk and bicycle network gaps closed
- Number of CIP projects funded per year that address bicycle and pedestrian access to bus stops or ADA compliance
- Percent of bicycle and sidewalk repairs completed, focusing on areas within 1/2 mile of a transit stop
- Percent of streets and intersections with traffic calming measures installed within 1/2 mile of a transit stop
- Percent of streets where posted speed limits have been reduced, focusing around transit stops, schools, and parks
- Total miles of on-street bicycle facilities defined by streets with clearly marked or signed bicycle accommodations
- Total miles of streets with pedestrian accommodations
- Number of missing or non-compliant curb ramps along City Streets

Montebello
BUS LINES
1802
GREAT JOBS ON THIS BUS!
Montebello
BUS LINES
GREAT SALARY
INCENTIVE PROGRAM
PAID TRAINING
COMPETITIVE BENEFITS PACKAGE
RETIREMENT
APPLY TODAY: RIDEMBL.COM/CAREERS
CA 52670

7 | Financial Strategy

7.1 FUNDING SOURCES

Federal, state and local government agencies invest billions of dollars every year in the nation's transportation system. Only a fraction of that funding is used to develop policies, plans and projects to improve conditions for bicyclists and pedestrians. Even though appropriate funds are available, they are limited and often hard to find. Desirable projects sometimes go unfunded because communities may be unaware of a fund's existence or may apply for the wrong type of grant. In addition, there is competition between municipalities for the limited available funds.

Whenever federal funds are used for bicycle and pedestrian projects, a certain level of state and/or local matching funding is generally required. State funds are often available to local governments on similar terms. Almost every implemented active transportation or complete street program and facility in the United States has had more than one funding source and it often takes a good deal of coordination to pull the various sources together.

According to the publication by the Federal Highway Administration (FHWA), *An Analysis of Current Funding Mechanisms for Bicycle and Pedestrian Programs at the Federal, State and Local Levels*, where successful local bicycle facility programs exist, there is usually an active transportation coordinator with extensive understanding of funding sources. Cities such as Seattle, Portland, and Tucson are prime examples. City staff are often in a position to develop a competitive project and detailed proposal that can be used to improve conditions for cyclists within their jurisdictions. Some of the following information on federal and state funding sources was derived from the previously mentioned FHWA publication.

Table 7-1 identifies potential funding opportunities that may be used from design to maintenance phases of projects. Due to trends in Low Impact Development (LID) and stormwater retention street designs, funding sources for these improvements not only increase the chances for first and last mile improvements, but can also be incorporated into streetscape and development projects. The sources are arranged by federal, state, local, and private, and the uses that the funds may address.

TABLE 7-1: Federal and State Funding Sources

Funding Source	Funding Origin	Active Transportation			Project Examples
		Inf.	NI	Plan	
Federal Funding Sources					
Land and Water Conservation Fund (LCWF)	U.S. National Park Service/ California Dept. of Parks and Recreation		x	x	• Recreational fields and park amenities • Construction of new trails and off-street ADA compliant parking • Landscaping/ irrigation
Urban and Community Forestry Program	U.S. Forest Service	x			• Supports urban tree-planting, urban forest planning and management, and related activities, particularly in disadvantaged communities.
Transportation Alternatives (TA)	Federal Highway Administration (FHWA)	x			• Pedestrian and bicycle facilities • Construction of turnouts, overlooks, and viewing areas • Community improvements such as historic preservation and vegetation management • Environmental mitigation related to stormwater and habitat connectivity • Recreational trails • Safe routes to school projects • Vulnerable road user safety assessments
Recreational Trains Program (RTP) Non-motorized	Federal Highway Administration (FHWA)	x			• Construction of Class I trails to close gaps • New hiking trails, drainage crossings, retaining walls, fencing, and signage, landscaping
Highway Safety Improvement Program (HSIP)	Federal Highway Administration (FHWA)	x			• Safety improvements at signalized and non-signalized intersections • Pedestrian, bike, and roadway safety improvements
EPA Brownfields Program	U.S. Environmental Protection Agency		x		• Brownfield cleanup
Community Development Block Grants	U.S. Department of Housing and Urban Development (HUD)	x			• Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes
Choice Neighborhoods Planning Grants	U.S. Department of Housing and Urban Development (HUD)		x		• Develop community driven plans to revitalize HUD-assisted housing, increase investment in the surrounding neighborhood, and increase opportunities for all residents
Safe Streets and Road for All	U.S. Department of Transportation	x	x		• Development of a comprehensive safety action plan (Action Plan) • Implement projects and strategies identified in Action Plan to address a roadway safety problem
Reconnecting Communities and Neighborhoods Grant Program (RCN)	U.S. Department of Transportation/ Caltrans	x			• Prioritizing disadvantaged communities • Aiming to improve access to daily needs such as jobs, education, healthcare, food, and recreation • Fostering equitable development and restoration • Reconnecting communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development

Funding Source	Funding Origin	Active Transportation			Project Examples
		Inf.	NI	Plan	
Urbanized Area Formial Grants	Federal Transit Administration (FTA)	x	x	x	• Eligible activities include: planning, engineering, design and evaluation of transit projects and other technical transportation-related studies • Capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities • Capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, station infrastructure, track, signals, communications, and computer hardware and software • In addition, associated transit improvements, workforce development activities, and certain expenses associated with mobility management programs are eligible under the program • All preventive maintenance and some Americans with Disabilities Act complementary paratransit service costs are considered capital costs.
Bus and Bus Facilities Formula Grants	Federal Transit Administration (FTA)	x	x		• Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. • Workforce development training
Formula Grants for Rural Areas	Federal Transit Administration (FTA)		x		• Eligible activities include planning, capital, operating, job access and reverse commute projects, and the acquisition of public transportation services
TOD Planning Pilot Program	Federal Transit Administration (FTA)			x	• Planning or studies for transit-oriented development • Encourages housing and mixed-us development near existing or proposed transit
State Funding Sources					
Sustainable Communities Planning Grants	Caltrans Division of Transportation Planning			x	• Safe Routes to School Plan • Active Transportation Plan • Bike/ped Trail/Path Feasibility Study • Complete Streets Plan • Sustainable Communities Plan • Transit-Oriented Development Plan • First/Last Mile Connectivity Plan
Affordable Housing and Sustainable Communities Program (AHSC)	Strategic Growth Council and Department of Housing and Community Development	x	x		• Class I, II, III, & IV bike lanes • Active transportation projects to encourage connectivity to transit networks • Bikeways and sidewalks to affordable housing and transit center • Install dedicated bicycle facilities • Pedestrian facilities such as bulb-outs

Funding Source	Funding Origin	Active Transportation			Project Examples
		Inf.	NI	Plan	
Urban Greening	California Natural Resources Agency	×			• Non-motorized urban trails that provide safe routes for both recreation and travel between residences, workplaces, commercial centers, and schools • Projects that expand or improve the usability of existing active transportation routes (e.g., walking or bicycle paths) or create new active transportation routes that are publicly accessible by walking • Complete Green Streets
Transformative Climate Communities (TCC)	Strategic Growth Council and Department of Conservation	×			• Bike share program • Creating and considering active transportation corridors for better non-motorized connections • Multi-use paths • Urban greening for pedestrian facilities
Office of Traffic Safety Grant Program	CA Office of Traffic Safety		×		• Safety education and encouragement • Campaigns to promote safety • SRTS safety programs
Clean Mobility Options	Air Resources Board	×			• Bikeshare programs • "Quick build" right-of-way safety improvements for bicycles and scooters
Sustainable Transportation Equity Project (STEP)	Air Resources Board	×	×	×	• New bike routes (Class I, Class II, or Class IV) and supporting infrastructure • Publicly-accessible bike parking, storage, and repair infrastructure (e.g., bike racks, bike lockers, bike repair kiosks) • New walkways that improve mobility/access/safety of pedestrians (non-motorized users) • Street crossing enhancements, including accessible pedestrian signals • Plans
Transit and Intercity Rail Capital Program (TIRCP)	CalSTA and Caltrans Division of Rail and Mass Transportation	×	×	×	• Pedestrian and bike trail • First/last mile connections via bike lanes and separated paths • Bike share programs • Bike parking facilities • Plans
Local Partnership Program (LPP)	California Transportation Commission	×			• Close sidewalk gap, install class II bike lanes and cycle track, curb extensions, pedestrian enhancements, improvements to lighting and signage • Construct 4 single-lane and 1 multi-lane roundabouts, and improvements to street, pedestrian and bicycle facilities • Expressway pedestrian overcrossing
Local Streets and Roads Program (LSRP)	California Transportation Commission	×			• Implement enhanced crosswalk signing and striping • Create safety separation between motorists, bicyclists and pedestrians • Design and construction of school access and safety improvements to six schools (SRTS)
Solutions for Congested Corridors (SCCP)	California Transportation Commission	×			• Construct Class I and Class II bikeways • Pedestrian improvements and plaza at a transit station • Intersection improvements

Funding Source	Funding Origin	Active Transportation			Project Examples
		Inf.	NI	Plan	
Highway Safety Improvement Program (HSIP)	Caltrans Local Assistance/ FHWA	x		x	• Install hybrid pedestrian signals • Improve pedestrian and bicycle safety at locations with uncontrolled crossings • Plans
State Highway Operations and Protection Program (SHOPP)	Caltrans Office of SHOPP Management	x			• Upgrade sidewalks to ADA compliance • Reconstruct damaged pavement • Add bike lanes to updated corridors • Upgrade pedestrian push buttons, refresh striping, and improve pedestrian and bicycle access
State Transportation Improvement Program (STIP)	California Transportation Commission	x			• Bike/ped Overcrossing and Access Improvements and bicycle and pedestrian bridge • Class I, II, III, & IV bike lanes • Multi-Use paths • Complete Streets improvements
Congestion Mitigation and Air Quality Improvement (CMAQ) Program	FWHA	x			• Travel Demand Management to promote clean commutes • Public Education and Outreach • Bicycle amenities; Class I, II, III, & IV bike lanes
Active Transportation Program (ATP)	Caltrans	x	x	x	• Safe Routes to School Plan • Transportation Alternatives Program • Bicycle Transportation Account
Affordable Housing and Sustainable Communities (AHSC)	California Cap-and-Trade Emissions Reduction Program / Department of Housing and Community Development	x			• Affordable housing developments (new construction or renovation) and transportation infrastructure. This may include • Sustainable transportation infrastructure, such as new transit vehicles, sidewalks, and bikeways • Transportation-related amenities, such as bus shelters, benches, or shade trees • Programs that encourage residents to walk, bike, and use public transit.

Inf - Infrastructure | NI - Non Infrastructure | Plan - Planning & Design

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are offered
year round
for all ages.
Se ofrecen clases
de natación durante
todo el año para
todas las edades.

Appendices

Appendix A. Policies, Practices, and Programs from Existing Documents

LOCAL PLANS

City of Montebello, Circulation Element, 1973

The Circulation element designates the location and extent of existing and proposed major thoroughfares and transportation routes by classifying street typologies and mapping their extents. The policies, practices, and programs related to first last mile include:

- The City should upgrade and improve Greenwood Avenue and Montebello Boulevard as the community's major north-south connector.
- Improvement of Greenwood Avenue and Montebello Boulevard should include widening, grade separation structures and signalization.
- The City should seek to provide an adequate circulation system in the hills which services major regional traffic generators, yet preserves areas which are attractive for residential, open space or recreational development.
- Through-traffic in residential areas should be discouraged.
- The City of Montebello should not be bisected by a new freeway route.
- The City's existing municipal bus lines should be improved to accommodate and service new development, as proposed in the land use element.
- Improvement in the bus system should include the development of two new terminals along Montebello Boulevard, one northeast of the intersection with Victoria Avenue, the other either within or adjacent to the regional town center.
- With the development of the regional town center, an extension of the Montebello/Northridge route through Monterey Park and a new route from the town center along Paramount Boulevard to Pico Rivera should also be considered.

City of Montebello Housing Element, 2022

Policy 1. Through Inclusionary Housing requirements and Density Bonus incentive, the City will facilitate development of affordable housing within high resources areas.

Policy 2. Through General Plan update, development of Downtown Montebello Specific Plan, and Parks Master Plan, the City will expand transit, parks and open spaces, public facilities, and jobs to underserved areas of the City so existing and new housing units in these areas will also have access to higher degree of resources.

Policy 3. The City will avoid displacement of low-income households and where necessary, ensure that it is carried out in an equitable manner.

Montebello Bus Lines Short Range Transportation Plan, FY2019-2021

- U-Pass Program - MBL has been partnered with Rio Hondo Community College since 2007. Since then the City of Montebello and other participating transit agencies joined the U-Pass program. This fare subsidy program allows full-time Rio Hondo students unlimited rides on LACMTA, the Whittier Sunshine Shuttle, Norwalk Transit, Foothill Transit, and MBL throughout the entire semester. MBL is reimbursed $0.75 per rider from TAP for each boarding throughout the semester.
- MBL Bus Tokens - In April 2010, MBL reintroduced bus tokens as an alternative to paying cash. Tokens are sold for $1.00 each, offering a $0.10 discount to MBL patrons. One token is worth a one-way fare ($1.10) and is only accepted on MBL. The agency continues to partner with third-party vendors to promote the MBL tokens.
- Transit Access Pass (TAP) Program - In August of 2008, MBL joined the Los Angeles County Municipal Operator's TAP program and replaced the fare boxes onboard the MBL fleet with fare media designed with the TAP technology. In 2020 MBL

is upgrading its farebox technology with Cubic Systems to promote a new fare methodology that is more convenient to MBL patrons. TAP allows patrons to load cash value or a fare product on a chip enabled smart card. Each time patrons board and tap their card on the farebox; the correct fare is deducted or recorded as payment.

» Other Media - MBL also sells and accepts the EZ transit pass, a regional pass that allows patrons unlimited travel on participating agencies (16 regional municipal bus operators in Los Angeles County). MBL is reimbursed an average cash fare of $0.81 for each passenger that uses their EZ transit pass to board its buses. In addition, MBL also accepts Access Services cards as fare media and receives reimbursement of $0.50 per ride.

» Proposition C 40% Discretionary – Forty percent of the Proposition C Revenue is used to improve and expand rail and bus transit services in Los Angeles County. These monies are distributed by LACMTA and are composed of Foothill Transit Mitigation, Transit Service Expansion, Bus Service Improvement Program for overcrowding, and the Municipal Operator Service Improvement Program (MOSIP). Funds are allocated by formula for each respective program.

» Low Carbon Transit Operations Program (LCTOP) – LCTOP is funded by the State of California with the goal of reducing greenhouse gas emissions and achievement of other benefits. The program is funded by auction proceeds from the California Air Resource Board's Cap-and-Trade Program, with proceeds deposited into the Greenhouse Gas Reduction Fund.

» Maintain zero tolerance graffiti abatement program on fleet and upgrade bus stops within the City of Montebello.

» Public Outreach Programs – MBL has continued to advocate public transportation and enhance the image of MBL through the following:

- Ongoing campaign to promote the sale of TAP and MBL tokens.
- Partnership with local business through a MBL Day Pass Program to jointly promote transit and local businesses.
- Coordination with multiple school districts to promote transit services and the benefits of student monthly passes; as well as a partnership with the Montebello Unified School District Parent Teacher Association to promote the Student Monthly Pass.
- Continued partnership with The Shops at Montebello.
- Participation in the (LIFE) Low-income Fare is Easy Program led by Metro. This program provides fare subsidies that allow low-income patrons to redeem toward transit passes for eligible riders including adult regular fare, Senior/Disabled/Medicare, K-12, and college/vocational students who meet the criteria.
- Ongoing meetings with the Transportation Citizen Advisory Committee to receive input from patrons of Montebello Bus Lines and the Dial-A-Taxi services.
- Council Ad Hoc Committee
- Social media outreach program (Facebook & Instagram)
- In Bus marketing to promote ridership

» Capital Improvements Program that includes numerous other programs and projects like the Associated Capital Maintenance Program, Bus Stop Improvement Project, CAD/AVL Passenger Information System Project (PISP), Enterprise Asset Management System, Facility Improvements, Hybrid Bus Repower, Pico Rivera Transit Center, Support Vehicles, Technology and Equipment Support, Transit Coach Tires, Universal Fare System, Vehicle Replacement Project.

Title VI Program Montebello Bus Lines, November 2022

Title VI regulations assure equal access to transit services regardless of race, ethnicity, gender, or income. Montebello Bus Lines adopted the Title VI requirements into its programs, activities, and services.

» Transit Amenities. MBL has set a service policy to ensure equitable distribution of transit amenities across the system for all patrons.

» Vehicle Assignment. MBL's service policies for vehicle assignment are based on several factors, including but not limited to the age, size, and type of the vehicle. As a general service policy MBL aims to assign vehicles with more capacity to routes with higher ridership and/or during peak

periods, this includes assigning higher capacity vehicles to MBL's Major Local Service and Express Services lines.

» Disparate Impact Policy. The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service or fare change are borne disproportionately by minority populations. For this policy, a minority population is defined as any readily identifiable group of minority persons who live in geographical proximity, and if circumstances warrant, geographically dispersed/transient populations (such as migrant workers.

» Disproportionate Burden Policy. This policy is to establish a threshold which identifies when adverse effects of a major service or fare change are born disproportionately by low-income populations. Low-income population is defined as any readily identifiable group or households who are at or below 150 percent of the U.S. Department of Health and Human Services Poverty Guidelines in the table below.

Montebello Bus Lines Zero Emission Bus Rollout Plan, October 2021

The goal of the Zero Emission Bus (ZEB) Plan is to transition to zero-emission technologies by 2040. MBL will begin purchasing ZEBs in the first quarter of 2023 through 2040 and will not purchase non-ZEBs after 2023. This purchasing strategy will coincide with the disposition of conventional transit buses at the end of their lifecycle expectancy.

MBL currently receives funding for the procurement and maintenance of its fleet from the following federal grant programs: the Federal Transit Administration's (FTA) Urbanized Area Formula, discretionary grant programs such as the Bus and Bus Facilities (B&BF) program, and Low or No Emission Vehicle Deployment Program (LoNo). To secure funds for future fleet procurement processes, MBL will seek additional funding from state resources through grant opportunities such as Senate Bill 1 – State of Good Repair (SGR) and the Low Carbon Transit Operations Program (LCTOP).

REGIONAL

SCAG: Connect SoCal, 2020

» SCAG's Regional Transportation Plan, titled, Connect SoCal, has a vision to locate housing, jobs, and transit closer together; increase investment in transit and complete streets; and increase mobility options to achieve a more sustainable growth pattern. The policies, practices, and programs related to first last mile include:

» Affordable Housing Sustainable Communities Program. This funding supports construction of affordable housing and supporting infrastructure in areas that are well served by transit and offer opportunities for neighborhood scale mobility.

» Metro Joint Development Program. LA Metro collaborates with developers to build affordable, transit-oriented housing on Metro-owned properties.

» SCAG Mobility Go Zone & Pricing Feasibility Study. This practice evaluates congestion pricing and the range of impacts on traffic volumes, transit ridership, air quality and availability of funds for transportation programs to reduce Vehicle Miles Traveled.

» Regional Transit Agency Electric Buses. Purchase hydrogen and battery electric buses.

» TAP Card Integration. Introduce one way to pay for all regional transit systems, bikeshares, and carshares.

» Micromobility Pilot Projects. Test on-demand transit across the region.

» Sustainable Communities Strategy. Several actionable strategies employ GHG reductions and broader goals of Connect SoCal including focusing growth near destinations and mobility options, promote diverse housing choices, leverage technology innovations, implementation of sustainability policies to name a few.

» Livable Corridors. Plan and Zone for increased density, redevelop single-story under-performing retail with high-density, mixed-use centers. Include transit improvements, active transportation improvements, and land use policies.

» Transportation Demand Management. Reduce vehicle miles traveled through ridesharing and

providing first/last mile services. Redistribute or eliminate vehicle trips during peak demand periods by supporting telecommuting and alternative work schedules. Reduce single occupancy vehicle trips through use of other modes such as transit, rail, bicycling, walking, and micromobility modes.

Caltrans: City Best Practices to Improve Transit, 2021

» Dedicated Transit Lanes or Transit Right of Way. Planning for future implementation of dedicated transit infrastructure requires several steps to address appropriate ROW and determine transportation use.

» Transit Vehicle Access to Curbside Bus Stops. Implement bus bulbouts, transit boarding islands, and full-size curbside bus stops for safe boarding and alighting.

» Bus Stop Location. Cities to plan and work with transit agencies for new bus stops.

» City Involvement in Re-Siting an Existing Bus Stop. Cities to work with transit agencies on the relocation of an existing bus stop.

» Intersection and Traffic Signal Treatments. Reduce delays to transit vehicles, improve travel time, and schedule maintenance through transit signal priority, queue jump lanes, and transit-oriented traffic signal coordination.

» Bus Layover Area. Layover spaces provide a place for parked buses and operator breaks with access to a restroom on either public or private property.

» Passenger Waiting Areas at Transit Stops on City Sidewalks. City maintenance of bus stop amenities, planning for improvement of passenger waiting areas, ADA improvements at passenger waiting areas all enhance the passenger waiting experience.

» Passenger Access to Transit Stops and Stations. Transit stops are major generators of walking and bike trips. The provision, design and maintenance of existing infrastructure, and planning for new infrastructure, can improve bicycle and pedestrian access to transit stops and stations, including sidewalks, bicycle parking, and lighting to name a few.

» Traffic Impact Studies Consideration of Transit. Best practice is for the City to have traffic impact study (TIS) guidelines that require the following assessments of public transit as part of the TIS of a land development project or roadway changes and for Transit Agency staff to be involved in the Traffic Impact Study. Project mitigation measures are recommended to reduce vehicles' adverse impacts on transit operations.

» Site Plan Review Including Special Events. Best practice is for Transit Agency staff to be involved in the site plan review process and that the project is responsible for addressing impacts to transit stops and service.

» Developer Condition of Approvals/Project Mitigation. Cities can enact and enforce developer conditions including improvement of transit stops and stations serving a project site, improved walking and bike access between project site and transit stops, transit service to a project, requiring TDM plan, and construction impacts to transit stops and bicycle routes.

» Transit-Specific Activities by the City. Best Practice is for at least one city staff to have some level of transit responsibilities. Best practice is to codify or institutionalize staff duties, follow transit-specific planning activities such as bus stop evaluations, and adopt short and long-range transit plans.

» Routine Transportation Planning Activities. Develop long-range transportation planning practices and documents like corridor plans and traffic impact studies, integrate roadway and transit planning such as a Complete Streets policy, include transit-related improvements in the scope of work of all roadway reconstruction projects, introduce transit ridership encouragement programs, and participate in public outreach efforts.

» Integration of Land Use Planning, Built Environment and Transit Planning. Given the connection between land use and transportation, good practice is to consider the existing and future transit network in land use and zoning decisions. This typically applies to medium and large cities with rapid transit, high-capacity transit service such as rail, or locations that can otherwise be considered transit dense.

» Funding. Improve local contribution to fund public transit from general fund to development fees to ensure that transit agencies receive the financial support they need to provide excellent service.

SCAG: LA County Vision Zero, 2019

- Establish a permanent funding source for the Vision Zero program.
- Evaluate the County Master Plan of Highways, and the development and roadway design standards stipulated in the Los Angeles County Code to ensure consistency with Vision Zero goals.
- Update the Public Works' Highway Design Manual to consider available tools and design standards, including those recommended by the Los Angeles County Model Design Manual for Living Streets, National Association of City and Transportation Officials (NACTO) Guides, and other best practices to enhance safety for both motorized and non-motorized users.
- Finalize the Livable Communities Design Guidelines, which incorporate multi-modal safety design measures, and hold training to educate staff and the public.
- Implement traffic safety enhancements to reduce fatal and severe injury collisions involving pedestrians and bicyclists like high visibility crosswalks or curb extensions.
- Implement training on traffic calming features training to promote culture change among County staff and the public.
- Conduct regular data analysis on motor vehicle collision injuries and deaths to identify populations impacted and trends.
- Conduct routine evaluation, research, and analysis to understand traffic safety trends and impacts to Vision Zero projects.

Riverside Transit Agency (RTA): First and Last Mile Plan, 2017

- Identify items on the city's CIP list that can incorporate recommended first and last mile improvements.
- Integrate the first and last mile recommendations into all applicable grant applications.
- Analyze if an environmental review is needed for each project to determine the level of impact.
- Identify alternate sources of funding and include additional assessment districts who will benefit from the increased first and last mile improvements, like Business Improvement Districts.
- Identify opportunities to incorporate first and last mile recommendations into proposed redevelopment projects.

LA Metro: First Mile Last Mile Strategic Plan, 2014

- Increase the average speed of active transportation users by decreasing wait times at intersections and increasing speed and capacity along pedestrian routes.
- Decrease point to point distances with diagonal routes, midblock crossings, and other strategic short-cuts.
- Support multimodal transfer activity by providing easily identifiable safe and efficient access routes between modes.

Appendix B. Technical Advisory Committee (TAC) Member List

NAME	ORGANIZATION
Adam Mitchell	City of Montebello Police Department
Adrianna Kendricks	Montebello Bus Lines
Alex Gillman	Public Affairs and Information Technology
Alfredo Machuca	Montebello Bus Lines
Alexis Lucero	City of Montebello Public Works
Chris Moorman	LA Metro
David Huang	Metrolink
Gary Robinson	City of Montebello Fire Department
Krista Yost	SCAG
Horacio Perez	Vail Continuation High School
Joe Forgiarini	LA Metro
Jose Ornelas	Adult School Principal
Laurie Aguilar	City of Montebello Parks & Recreation
Leticia Alvidrez	Montebello Unified School District
Naomi Sotelo	Eastmont Intermediate School
Paul Parzik	YMCA Metropolitan Los Angeles
Serena Liu	Caltrans
Stephanie Hardaway	Applied Technology Center High School
Stephen Fox	SCAG
Timothy Greensavitch	Montebello Bus Lines

Appendix C. Survey

montebello
First Mile/Last Mile Master Plan

Montebello BUS LINES SCAG

The survey is online at: https://www.surveymonkey.com/r/5QV8XLD

We want to hear from you! Help identify improvements for accessing transit.

Welcome to the City of Montebello First and Last Mile Survey! The purpose of this survey is to help identify physical barriers, such as those shown in the photos and maps below, that affect access to and from public transit. Thank you for helping us with this important study.

1. Do you experience any problems walking, cycling or accessing transit at a particular location or along a particular route?

   Yes ____ No ____

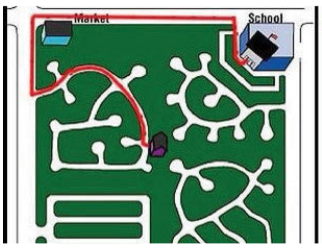
2. Please provide locations and route information (where you've experienced problems walking, cycling or accessing transit) in the fields below.

Locations (Street/Cross Street) _____

City _____

Transit Routes Used _____

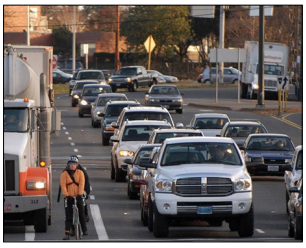
3. Please note problems associated with the previously mentioned location. Please check ALL that apply.



____ Long Distances / poor connectivity

____ Personal Safety

____ Missing sidewalks



____ Automobile traffic

____ Intersections or streets difficult to cross

____ Walking impediments: utilities, overgrown trees and street furniture

(continued on back)

montebello
First Mile/Last Mile Master Plan

Montebello BUS LINES

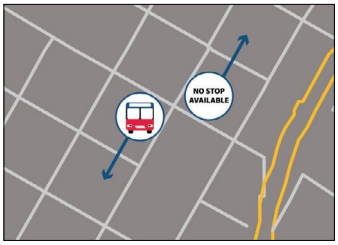
SCAG

The survey is online at: https://www.surveymonkey.com/r/5QV8XLD

(continued from front)

3. Please note problems associated with the previously mentioned location. Please check ALL that apply.

____ Missing curb ramps



____ Lack of matching bus stops

____ Lack of bicycle routes & parking

____ Lack of car parking at park and rides

4. Do you have other ideas for improving access to transit services? If so, please provide them on the line below.
(Please note: this study is about biking, walking and other modes to transit services, not transit operations.)

_____

_____

5. Please provide your name and contact information below. This is for survery follow-up and if you want to be on an e-distribution list.

First Name _____

Phone Number and/or _____

Email Address _____

Thank you for your participation!

Appendix D. Social Media Flyer

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First Mile/Last Mile Master Plan

FMLM SURVEY

The City of Montebello is preparing a **First Mile Last Mile Masterplan**, the first of its kind, to help improve pedestrian and bicycle connections to and from transit stops. Examples include new bike lanes, increased shade and seating at transit stops, improved pedestrian crossings, and more! Improvements to calm traffic and create connections and access to transit stops can not only increase ridership volumes but make streets safer for all road users.

Help us identify barriers that affect access to and from public transit by taking a quick 5-minute survey today! Visit **https://www.surveymonkey.com/r/5QV8XLD** or scan the QR code below. **Don't delay, the survey period closes February 28th**.

MONTEBELLO
ELEVATE

SCAG

Appendix E. Transit Agency Interview Questions

Montebello First Mile Last Mile Plan

Transit Agency Interview Questions

1. Does your organization have dedicated staff that is focused on securing funds/grants for FMLM related projects and programs? If so, how many dedicated staff do you have?

2. What FLM aspects and issues are most important or perhaps challenging for a transit agency?

3. What are advantages and disadvantages for a transit agency to implement FLM, or work with a city within its service area to implement FLM?

4. Do you have a prioritized list of recommended project types (countermeasures) with the greatest effect on increased safety and participation with transit locations?
    a. If not raised by this open-ended question, the interviewers asked about the following topics:
        i. Programs to evaluate and implement safe access to and from bus stops, e.g., well-placed crosswalks, traffic signals or other measures to help passengers cross the street, and well-lit sidewalks to access the bus stops
        ii. Programs to evaluate and improve passenger safety and comfort at bus stops on City sidewalks, and practices to work proactively with the transit agency to provide amenities such as bus shelters and benches.
        iii. Other traffic engineering treatments

5. Are there specific policies or strategies that have been successful in implementing FLM?

6. Do you have a (prioritized) list of recommended program types (Federal to community) that have a notable increase in safety and participation rates with transit locations?

7. Have you had luck with fire departments allowing speed cushions - if the cushions are designed to allow fire trucks to pass without reducing speed?

8. How does the City handle conflicts between bike needs and bus needs? Is this an issue? Do bike lanes trump bus lanes for example?

9. Do you have a list of funding sources (Caltrans ATP, FHWA HSIP etc.) that have helped with projects or programs for transit safety and participation rates? Which funding source(s) have you received funding from?

10. What elements of bus stop design and maintenance are within City/local government purview?

Appendix F. Project Cost Breakdown

Project 1. Beverly Boulevard and Maple Avenue

COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add "Pedestrian Nose" at median refuge islands to two sides	Concrete curbs with concrete fill	$10,000	EA	2	$20,000
Add truck aprons to all four corners	Custom concrete slab pour, saw cut existing ashpalt	$15,600	EA	4	$62,400
Pavement Markings					
Add high visibility crosswalks to all four sides	Continental spaced to avoid vehicle wheels	$5,800	EA	4	$23,200
Signs or Signal Infrastructure					
Include bicycle/pedestrian friendly signal timing (adjust existing programming)	Adjusting programming in existing controller	$1,600	INT Controller	1	$1,600
Add reflective border on signal heads to all four sides	Eight signal heads	$2,500	INT / 8 signal heads	1	$2,500
Bus Stop Furnishings					
Provide lighting, trash cans, mobility parking options and public art	Two bus stops, add shelter with lighting, mobility parking options, public art	$20,000	EA	2	$40,000
UM = Unit Measured, INT = Intersection, EA = Each				Total	$149,700

Project 2. Whittier Boulevard and Garfield Avenue

COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add "Pedestrian Nose" at median refuge islands to two sides	Concrete curbs with concrete fill	$10,000	EA	2	$20,000
Add truck aprons to all four corners	Custom concrete slab pour, saw cut existing ashpalt	$15,600	EA	4	$62,400
Pavement Markings					
Add high visibility crosswalks to all four sides	Continental spaced to avoid vehicle wheels	$5,800	EA	4	$23,200
Signs or Signal Infrastructure					
Include bicycle/pedestrian friendly signal timing (adjust existing programming)	Adjusting programming in existing controller	$1,600	INT Controller	1	$1,600
Add reflective border on signal heads to all four sides	Eight signal heads	$2,500	INT / 8 signal heads	1	$2,500
Bus Stop Furnishings					
Provide lighting, trash cans, mobility parking options and public art	Four bus stops, add mobility parking options, public art	$12,000	EA	4	$48,000
UM = Unit Measured, INT = Intersection, EA = Each				Total	$157,700

Project 3. Whittier Boulevard and Montebello Boulevard

COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add "Pedestrian Nose" at median refuge islands to two sides	Concrete curbs with concrete fill	$10,000	EA	2	$20,000
Add truck aprons to all four corners	Custom concrete slab pour, saw cut existing ashpalt	$15,600	EA	4	$62,400
Pavement Markings					
Add hardened centerlines	Raised rubber centerline	$2,600	EA	2	$5,200
Signs or Signal Infrastructure					
Include bicycle/pedestrian friendly signal timing (adjust existing programming)	Adjusting programming in existing controller	$1,600	INT Controller	1	$1,600
Add reflective border on signal heads to all four sides	Eight signal heads	$2,500	INT / 8 signal heads	1	$2,500
Bus Stop Furnishings					
Provide lighting, trash cans, mobility parking options and public art	Four bus stops, add mobility parking options, public art	$12,000	EA	4	$48,000
UM = Unit Measured, INT = Intersection, EA = Each				Total	$139,700

Project 4. Washington Boulevard and Greenwood Avenue

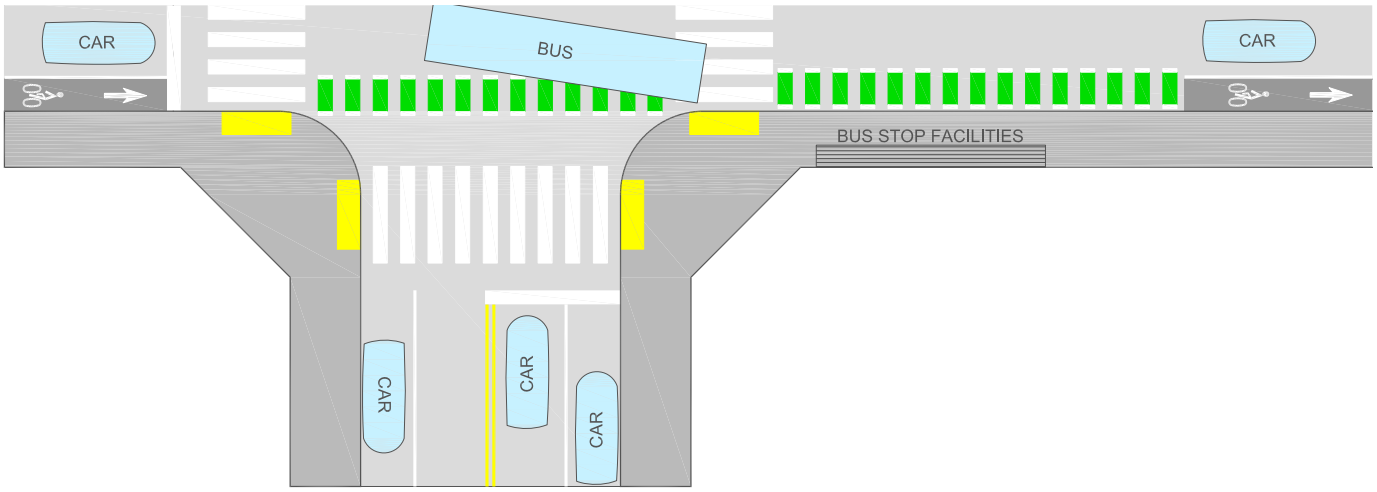
COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add "Pedestrian Nose" at median refuge islands to two sides	Concrete curbs with concrete fill	$10,000	EA	2	$20,000
Add truck aprons to all four corners	Custom concrete slab pour, saw cut existing ashpalt	$15,600	EA	4	$62,400
Pavement Markings					
Add hardened centerlines	Raised rubber centerline	$2,600	EA	2	$5,200
Add high visibility crosswalks to all four sides	Continental spaced to avoid vehicle wheels	$5,800	EA	4	$23,200
Signs or Signal Infrastructure					
Include bicycle/pedestrian friendly signal timing (adjust existing programming)	Adjusting programming in existing controller	$1,600	INT Controller	1	$1,600
Add reflective border on signal heads to all four sides	Eight signal heads	$2,500	INT / 8 signal heads	1	$2,500
Bus Stop Furnishings					
Provide lighting, trash cans, mobility parking options and public art	Four bus stops, add shelter with lighting, mobility parking options, public art	$20,000	EA	3	$60,000
UM = Unit Measured, INT = Intersection, EA = Each				Total	$174,900

Project 5. Madison Avenue Neighborway

COUNTERMEASURE	DESCRIPTION	UNIT COST	UM	QUANTITY	COST
Concrete or Pavement Construction					
Add speed cushions along this route	Asphalt cushions every 500 ft along 12,000 ft route	$5,500	EA	24	$132,000
Pavement Markings					
Removal of yellow center line, addition of Edge Lane Road markings along this route	Dashed white lines along both side of 12k ft of vehicle travel way, remove existing yellow center line	$6.50	LF	24,000	$156,000
Signs or Signal Infrastructure					
Wayfinding signage for cyclists	Approximately 40 signs on metal posts	$1,100	EA	40	$44,000
Bus Stop Furnishings					
not applicable					
UM = Unit Measured, INT = Intersection, EA = Each, LF = Linear Feet				Total	$332,000

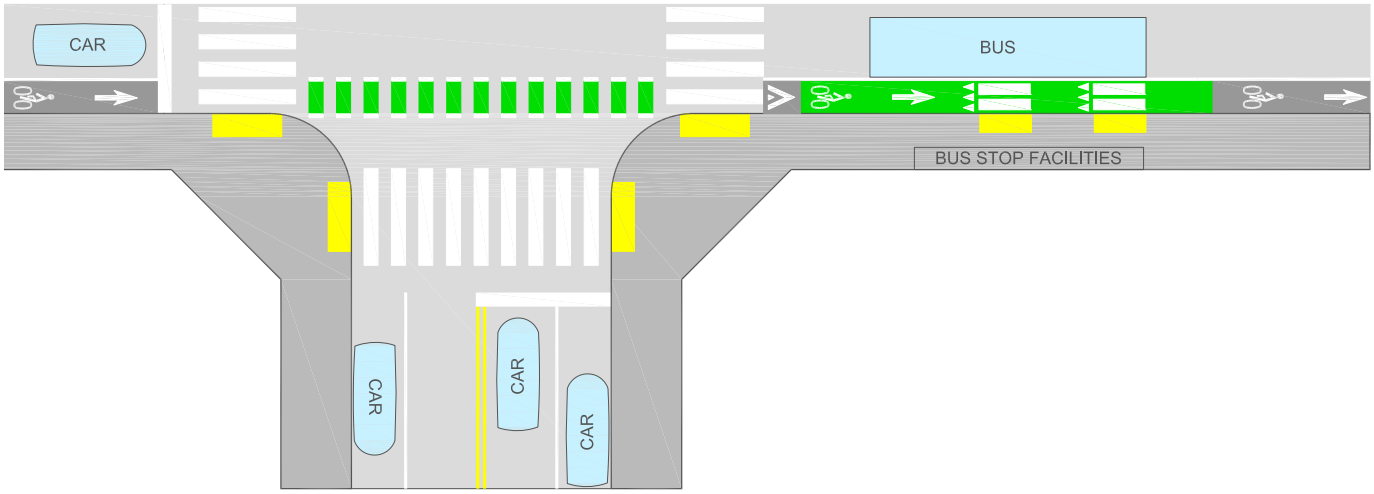
Appendix G. Bus Stop Typologies

Bus Stop Typology #1



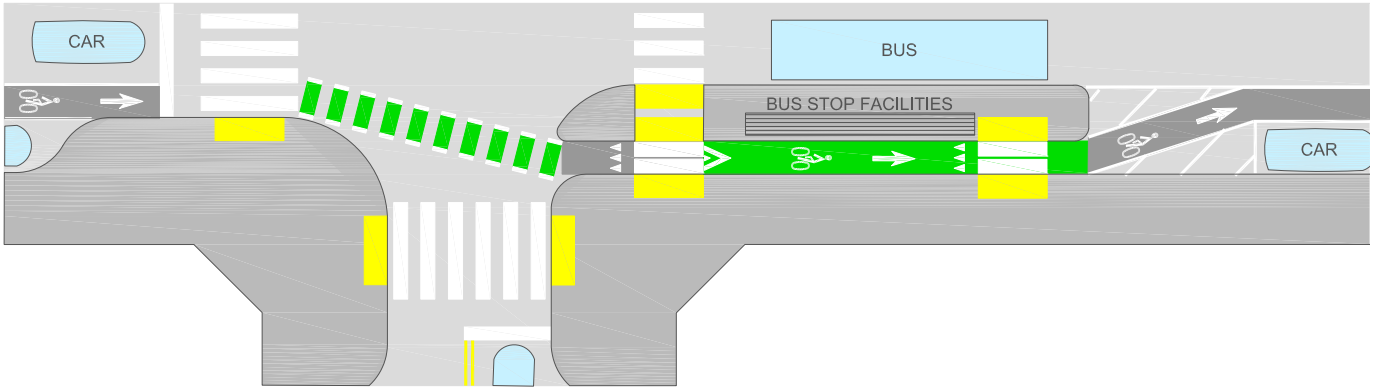
This is the most common type of bike facility at a bus stop, where buses and people biking share space at a bus stop. It is where a Class II bicycle facility exists between the curb and a general traffic lane, or in some cases there is just a shared lane marking ("Sharrow") on the roadway. The shared bus-bike area is illustrated with green dashed conflict striping instead of solid green markings. The bus will encroach into the shared zone to board and alight passengers. Some places, like in Montreal, Canada, there are two sets of sharrows, allowing cyclists to either continue straight through the conflict zone or go left around a stopped bus. This is typically used when there is limited right of way available and if the preferred treatment is a bike lane or a shared lane.

Bus Stop Typology #2



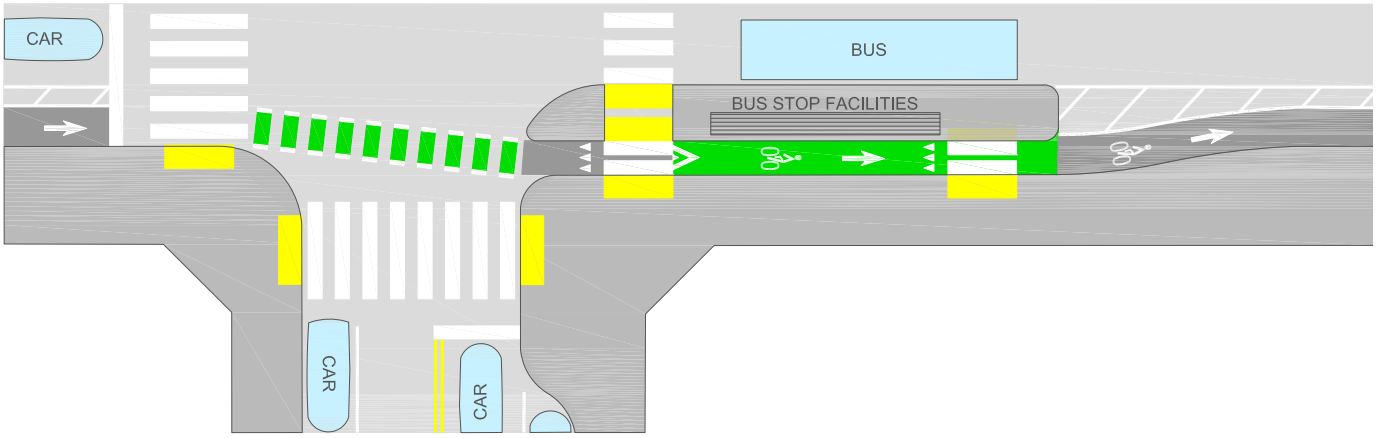
Where either a Class II bicycle facility or a Class IV bicycle facility exists, and there is not sufficient space to include a Floating Bus Island (FBI). It is a constrained bus stop adjacent to a bike lane or separated bike lane where the bike lane is elevated to sidewalk height at the FBI. The bike lane is crossed by people walking to access the bus, and it does not have parallel parking on the street. The raised area reduces conflict with vehicle traffic, and there is a bicycle ramp to elevate bicyclists to sidewalk height. This typology provides a designated pedestrian crossing zone and bicycle yield area across the bicycle facility to reduce conflict with passengers boarding and alighting. This is typically used when there is limited right of way available and the preferred treatment is a separated bike lane.

Bus Stop Typology #3



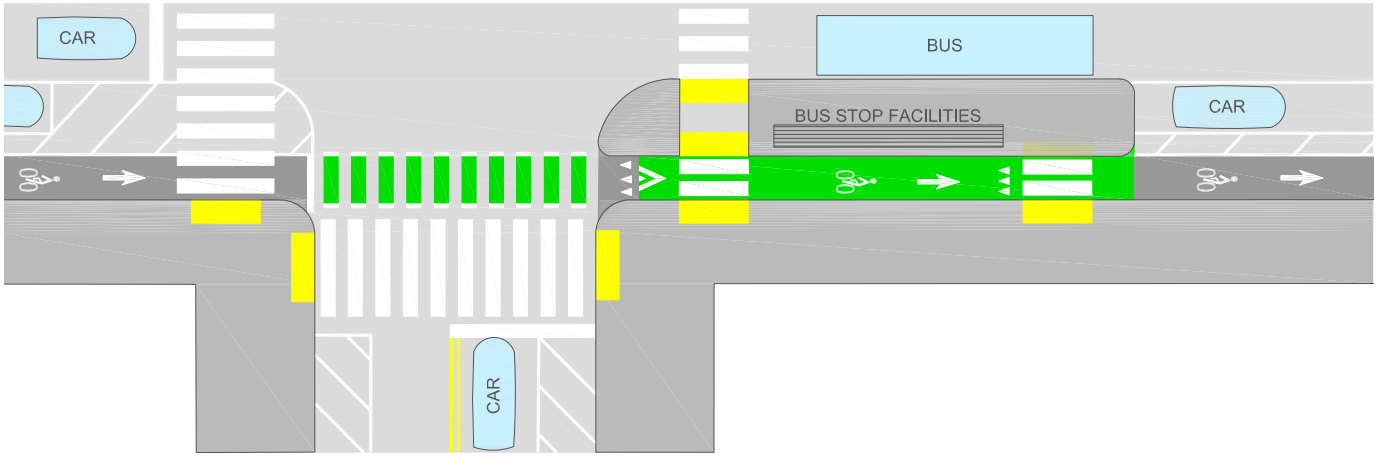
This typology has some similarities with Typologies #1 and #2, with the key difference being that it has a FBI and there is parking on-street adjacent to the curb with a tapered bike lane between the parking and the general purpose lane. The bike lane jogs behind the floating bus stop and then jogs again at the on-street parallel parking. This is typically used when there is a Class II bike facility instead of a Class IV bike facility.

Bus Stop Typology #4



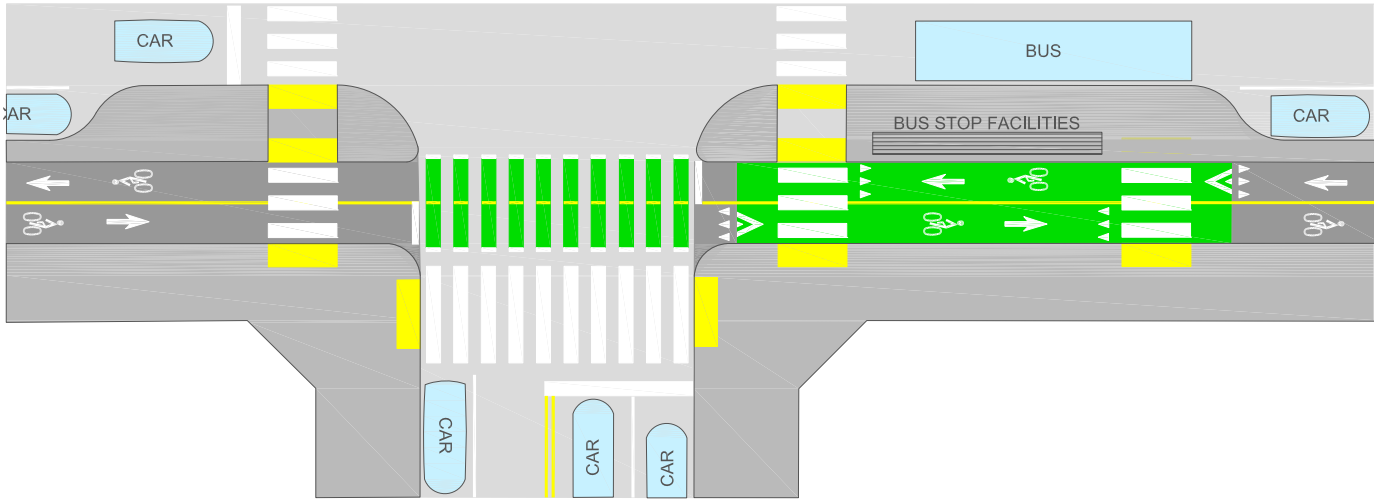
With similar conditions to Typology #3, the key difference is that it has a buffered bike lane and there is no on-street parking in this typology. As in the previous typology, the bike lane jogs behind the FBI. This is typically used when there is plenty of right of way available and the preferred treatment is a buffered bike lane.

Bus Stop Typology #5



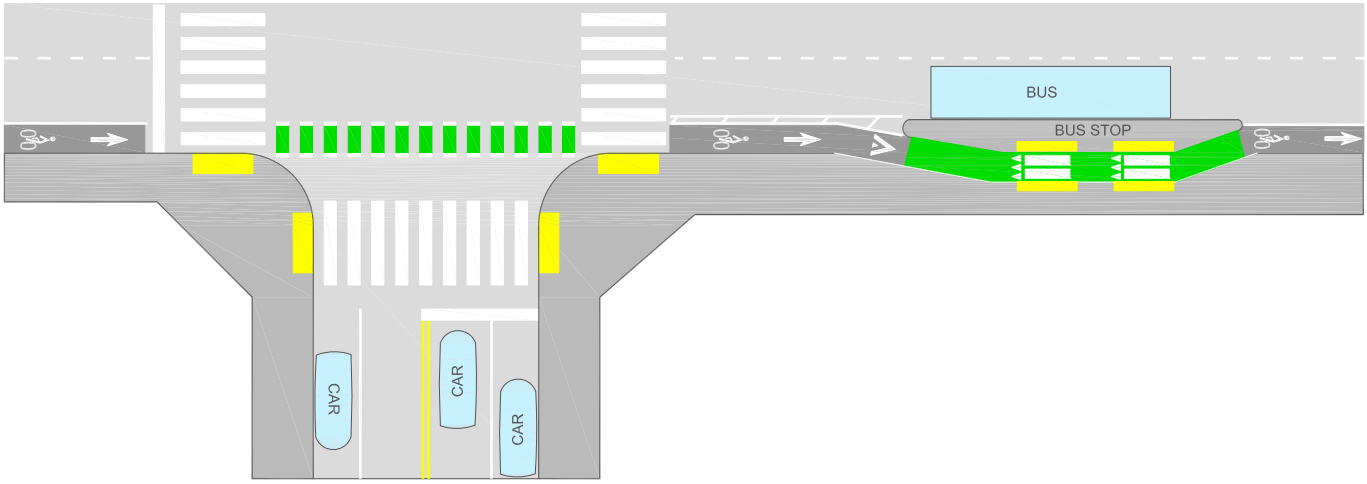
With similar conditions as Typology #3, the key difference for this typology is that it's for a Class IV bike facility rather than a Class II bike facility. It also has on-street parking that provides a physical separation to the bicycle facility. The separated bike lane runs straight behind the FBI. This is considered the “best practice typology” for when conditions are ideal. The FBI can be permanent, typically made out of concrete, or it can be temporary, typically made out of plastic, which is popular in Oakland, California, and several other cities.

Bus Stop Typology #6



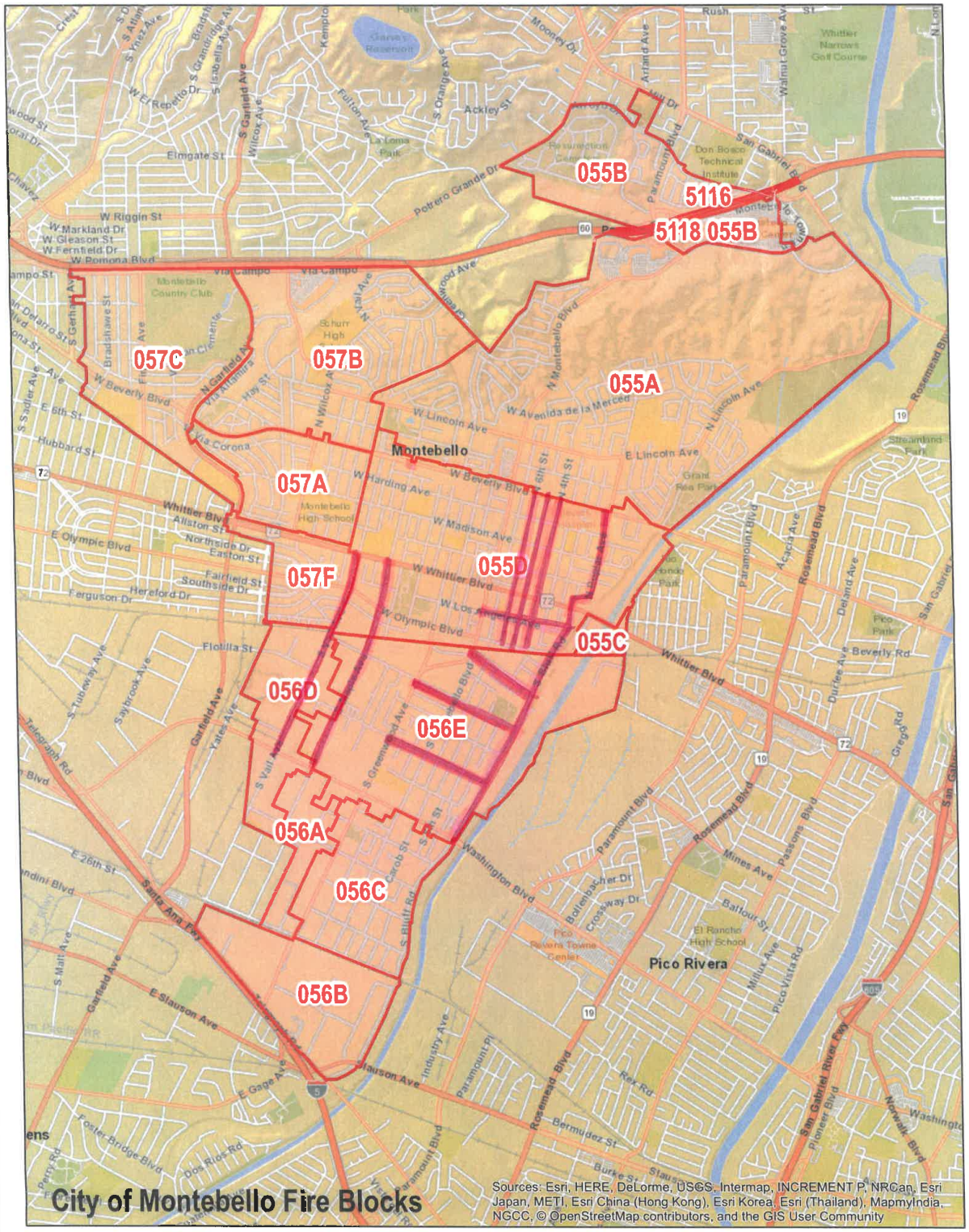
With the same conditions as Typology #5, this typology also has a Class IV elevated bicycle facility that exists between the curb and the FBI. It also runs straight and there is parallel on-street parking that provides a physical separation to the bike facility. The main difference is that Typology #6 is for a two-way separated bike lane while Typology #5 is for a one-way separated bike lane. Two-way separated bike lanes have some benefits over one-way separated bike lanes, such as increased comfort and lower space requirements, but one-way separated bike lanes are more common. Two-way separated bike lanes include only about a third of the separated bike lanes in the United States.

Bus Stop Typology #7



This typology has more similarities with Typologies 1 & 2 than with the other typologies. It is for constrained environments where there is still sufficient space on the sidewalk to have a sidewalk-level bikeway next to ADA-accessible sidewalk space. This typology does not have a FBI and there is no on-street parking next to the bike facility. Instead, the bus island is connected to the sidewalk and the bikeway goes from street level up to sidewalk level and then around and behind the bus island before ramping back down to street level. The bikeway is typically either Class II or Class IV or in rare cases it consists of shared lane markings. This is not considered ideal but it is considered the most ideal of the three constrained typologies. That is because it removes the stress of the cyclist interacting with a bus stopped at the bus stop. Moreover, it also minimizes the interaction between people walking and people biking because, in theory, people waiting for the bus will already be on the street-side of the bicycle facility.

Appendix H. Montebello Fire Department Recommendations for Traffic Calming



Montebello Fire Department

Intersection and Streets to Avoid for Vertical Traffic Calming

(That may Affect Response Time for the Fire Department)

-Bluff Rd → **Whittier -> Washington**

-Roosevelt
-Mines
-Beach → **Bluff Rd -> Greenwood Ave.**

-Poplar Ave
-Poplar Way → **Beverly Blvd. -> Whittier Ave.**

-Maple
-Vail Rd. → **Whittier Blvd -> Washington Ave.**

-4Th St., 5th St,
And
6th St. → **Beverly Blvd. -> Olympic Blvd.**
(4th Street the Most Important)

Connect SoCal 2024 Sustainable Communities Program

Active Transportation & Safety Program Guidelines

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Sustainable Communities Program Overview

The Sustainable Communities Program (SCP) is a grant program that provides technical assistance to support implementation of Connect SoCal, the Regional Transportation Plan/Sustainable Communities Strategy for the Southern California Association of Governments (SCAG). The SCP strengthens partnerships with local agencies and strategic partners who are responsible for land use and transportation decisions to help the region achieve its unified goals. The SCP provides local jurisdictions with multiple opportunities to seek funding and resources to meet the needs of their communities. SCAG is committed to working in partnership with others to close the gap of racial injustice and better serve historically disinvested communities. On July 2, 2020, the SCAG Regional Council adopted Resolution 20-623-2, affirming its commitment to advancing justice, equity, diversity, and inclusion throughout Southern California and subsequently adopted the Racial Equity Early Action Plan in May 2021 to guide SCAG's work in advancing equity. As part of these commitments, the SCP aims to prioritize resources where there is a demonstrated need.

Program Goals

The SCP aims to:

- Provide needed resources for local jurisdictions to advance the goals outlined in Connect SoCal 2024 in the areas of mobility, communities, environment, and economy.
- Promote racial equity that is grounded in the recognition of the past and current harms of systemic racism and one that advances restorative justice.
- Integrate the region's development pattern and transportation network to improve air quality, reduce greenhouse gas emissions and enable more sustainable use of energy and water.
- Prioritize the most vulnerable populations and communities subject to climate hazards to help the people, places and infrastructure that are most at risk for climate change impacts. In doing so, recognize that disadvantaged communities are often overburdened.
- Increase the region's competitiveness for federal and state funds, including, but not limited to the California Active Transportation Program and Greenhouse Gas Reduction Funds.

2024 SCP Active Transportation & Safety Call for Applications

I. Overview

Connect SoCal 2024 is defined by the mobility goal to build and maintain an integrated multimodal transportation network (see page 12 in Connect SoCal 2024 Chapter 1). To achieve this goal, Connect SoCal 2024 identifies mobility policies organized into eight categories: System Preservation and Resilience, Complete Streets, Transit and Multimodal Integration, Transportation System Management, Transportation Demand Management, Technology Integration, Safety, and Funding the System/User Fees (see pages 88-89 and 114-116 in Connect SoCal 2024 Chapter 3).

The Connect SoCal 2024 SCP Active Transportation & Safety (SCP-ATS) Call for Applications represents one of multiple funding Calls through the Connect SoCal 2024 SCP. The SCP-ATS funds projects that primarily help advance the Connect SoCal 2024 mobility policies under Complete Streets, Transit and Multimodal Integration, and Safety. Selected projects will improve mobility across the region, increasing rates of walking and biking, advancing traffic safety, expanding opportunities for multimodal

transportation options, and competitively positioning local jurisdictions for implementation/grant funds. The 2024 SCP-ATS Call solicits the follow project types:

- Develop a Community/Areawide Plan
- Develop and implement a Quick-Build Project

Applicants are encouraged to review Connect SoCal 2024 strategies to align project applications with regional planning priorities and concepts (see pages 124-128 in Connect SoCal 2024 Chapter 3 and Appendix 4: Connect SoCal 2024 Mobility Strategies of the Connect SoCal 2024 Mobility Technical Report). Competitive applications will advance multiple mobility goals and strategies, reflect understanding of context-based needs, utilize equity-centered planning practices, and result in planning products or programs that clearly tie community need with implementation. Collaborative public participation and engagement efforts that involve communities historically excluded from land use and transportation discussions and planning is required.

In the next four years, Southern California is expected to host several large-scale events that will impact the region's transportation system: the World Cup in 2026, the Super Bowl in 2027, and the Olympic and Paralympic Games in 2028. These events will be impactful for the entire Southern California region and particularly for the region's transportation networks. Thousands of athletes and spectators will visit the region in compressed periods of time, needing to travel to and from a variety of venues. People from across the region may be traveling to these events themselves, either to glimpse the events as spectators or to work them, and goods will have to be delivered to the venues. Everyone else will still need to carry on with their lives while the events are occurring. A great deal of preparation will be needed.

A) 2024 SCP-ATS GOALS

The SCP-ATS aims to:

- Improve mobility across the region, especially for children and older adults, and people walking, biking, riding transit/rail, and using other forms of active transportation;
- Strategically invest in communities most harmed by traffic injuries and fatalities, which include the historically disinvested communities that comprise the majority of the Regional High Injury Network;
- Support a more resilient transportation network, especially in anticipation of the large-scale events hosted by the region; and
- Support local efforts to increase competitiveness for state and federal funding.

B) COMMUNITY ENGAGEMENT INTEGRATION

SCAG's active transportation safety and engagement program, provides a suite of community engagement resources, tools, and strategies. Planning and quick-build projects are expected to incorporate one or both of the following elements to facilitate meaningful community engagement. The *Go Human* elements are available at no cost; any costs would come from project-specific needs, such as local event/traffic permits or publicity/advertisements.

GO HUMAN KIT OF PARTS – The *Go Human* Kit of Parts (Kit) is a community engagement resource loaned at no cost to local partners that creates opportunities for community members, jurisdiction staff and consultant teams to experience improved traffic safety designs directly on the street. The Kit includes a set of durable, lightweight materials that, once assembled, demonstrate complete streets infrastructure components. The Kit also includes signage and evaluation tools that allow the applicant or their

consultant to facilitate community feedback as part of an inclusive planning process. The applicant or its consultant will be responsible for coordinating transportation of materials and preparation of a site and installation plan, subject to approval by SCAG. The applicant or its consultant will also be responsible for the set-up, break-down, and oversight of the *Go Human* Kit of Parts as part of the demonstration. SCAG staff will be available to provide feedback and guidance on planning for a successful demonstration or event and direction on appropriate utilization of the Kit of Parts.

TRAFFIC SAFETY AWARENESS CAMPAIGN – Co-branded *Go Human* print and digital advertisements are available at no cost to cities or other local government agencies to implement a traffic safety awareness campaign, alongside project or plan outreach, in an effort to improve traffic safety for people walking and biking. Available designs include, but are not limited to, lawn signs, banners, postcards, billboard ads, bus shelter or bench ads, and social media graphics. SCAG provides select print materials, such as lawn signs and banners, to local partners at no cost.

II. Eligible Applicants

The following entities, within the six-county SCAG region, are eligible to apply for SCP-ATS funds:

- **Local or Regional Agency**: Examples include cities, counties, councils of governments, Regional Transportation Planning Agencies and County Public Health Departments.
- **Caltrans:** Caltrans must submit documentation that local communities are supportive of and have provided feedback on the proposed Caltrans project. Caltrans must submit documentation to support the need to address the project with ATP funds, rather than other available funding sources, such as the State Highway Operations and Protection Program (SHOPP).
- **Transit Agencies**: Any agency responsible for public transportation that is eligible for funds under the Federal Transit Administration.
- **Natural Resources or Public Land Agencies**: Federal, Tribal, State, or local agency responsible for natural resources or public land administration.
- **Public schools or school districts**
- **Tribal Governments**: Federally recognized Native American Tribes.
- **Private nonprofit, tax-exempt organizations that are responsible for the management of public lands**: These organizations may only apply for projects eligible for Recreational Trails Program funds. Eligible project types include recreational trails and trailheads, park projects that facilitate trail linkages or connectivity to nonmotorized corridors, and conversion of abandoned railroad corridors to trails. Projects must benefit the general public, not only a private entity.

III. SCP-ATS Eligible Project Types

As described above, the 2024 SCP-ATS solicits two project types: community/area wide plans and quick-build projects. Applicants may apply for more than one project type and may submit multiple applications (and shall indicate priority of applications). SCAG staff is available to assist applicants in determining the most appropriate project type for their needs and goals.

A) PROJECT TYPE: COMMUNITY/AREAWIDE PLANS

The 2024 SCP-ATS will fund community/areawide planning projects that benefit disadvantaged communities. Eligible planning projects must meet one of the following conditions:

- Community plans must encompass, be located in, or overlap with a disadvantaged community.

- Areawide plans must encompass at least one disadvantaged community.

Connect SoCal 2024 defines a disadvantaged community as a Priority Equity Community (PEC): census tracts in the SCAG region that have a greater concentration of populations that have been historically marginalized and are susceptible to inequitable outcomes based on a combination of the socioeconomic factors listed below. See the Connect SoCal 2024 Equity Analysis Technical Report and a map of PECs in the SCAG region for additional details and to identify PECs. Factors include:

- People of color
- Low-income households
- Limited vehicle and transit access
- Vulnerable ages
- Single parent households
- People without a high school diploma
- People with disabilities
- Housing cost burdened households
- People with limited English proficiency

In addition to the PEC definition, the following criteria are eligible definitions for disadvantaged communities. See Attachment A, the ATP Cycle 7 Guidelines (Section 17.A, pages 11-12), for details about each of the disadvantaged community definitions.

- Median Household Income
- CalEnviroScreen
- National School Lunch Program
- Healthy Places Index
- Climate and Environmental Justice Screening Tool
- USDOT Equitable Transportation Community Explorer
- Native American Tribal Lands

The maximum award for Community/Areawide Plan projects is $500,000. There is no required minimum funding request, and applicants may submit multiple applications. Awards for Community/Areawide Plans shall take the form of technical assistance, with a SCAG-procured consultant leading the project development and seeking reimbursement directly from SCAG. See Section IV.B (Funding Allocation for Award Recipients) for more information. Applicants are encouraged to include a letter of support from their county transportation commission in their application.

PROJECT EXAMPLES

Examples of eligible community/areawide plans include, but are not limited to:

- Active Transportation Plan
- Bicycle and/or Pedestrian Master Plan
- First/Last Mile Plan (focused on active transportation)
- Safe Routes Plan (e.g., to school, for seniors, etc.)
- Transportation Safety-Focused Plan (e.g., Local Road Safety Plan or Safe System Plan with a focus on active transportation)

REQUIRED AND RECOMMENDED PLAN COMPONENTS

The final deliverable for all plans must include, but not be limited to, the required components identified in Appendix A of the ATP Cycle 7 State Guidelines (see Attachment A) or explain why the component is not applicable. Examples of required components include mode share, existing bicyclist and pedestrian facilities, collision analysis, funding considerations, and an implementation plan. , The following components are strongly encouraged:

- Framework to systematically analyze, identify, and prioritize traffic safety issues and corresponding recommendations, including proven roadway safety countermeasures. The framework should also identify roadway safety risks to support a jurisdiction's ability to proactively address crash risks.
- Multi-faceted community engagement, such as:
    - Walk or bike audits
    - Media/Advertisement campaigns (e.g., Go Human Co-Branded Awareness Campaign)
    - Temporary demonstration projects (e.g., Kit of Parts)

B) PROJECT TYPE: QUICK-BUILD PROJECTS

A quick-build is an interim capital improvement project that requires minor construction activity (e.g., does not require excavation) and uses durable, low- to medium-cost materials to pilot and iterate through project designs with community feedback. Quick-build projects are identified through community engagement and/or an existing plan and provide the opportunity to immediately respond to a community safety need. Quick-build projects are typically installed for one to five years, depending on how quickly a design is modified or how long materials last, with evaluation occurring one to three years post-implementation.

Quick-build projects are not required to be located in a disadvantaged community. The 2024 SCP-ATS will evaluate and fund quick-build projects using an equity-centered prioritization framework to prioritize the repair of historic and current inequities. The framework will consider project readiness (e.g. informed by community engagement and preliminarily assessed for feasibility), alignment with communities most harmed by traffic injuries and fatalities, and opportunities for mutually beneficial partnerships with local community organizations. These quick-build projects will provide an opportunity to pilot projects that not only enhance or expand the active transportation network but also contribute to a more resilient transportation network given the increased demand expected with large-scale events to be hosted by the region.

The maximum award for quick-build projects is $900,000, which includes planning, design, and implementation. There is no required minimum funding request, and applicants may submit multiple applications. Awards for Quick-Builds shall take the form of technical assistance, with a SCAG-procured consultant leading project development and seeking reimbursement directly from SCAG, and pass-through funds to applicants for implementation. An applicant may use pass-through funds to procure a contractor or assign agency staff to implement the quick-build project. See Section IV.B (Funding Allocation for Award Recipients) for more information.

PROJECT EXAMPLES

Examples of quick-build elements and materials include, but are not limited to:

- Curb extensions: paint and plastic posts, plastic bollards, or planters
- Pedestrian safety enhancements: rectangular rapid flashing beacons, leading pedestrian intervals at signalized intersections, raised crosswalks, and/or high-visibility crosswalks

- Modular transit stops: temporary transit platform to safely transition bike lanes through transit areas
- Pedestrian plaza/corridors: concrete barriers, barricades, planters, and/or signage
- Protected bike lanes: striping and plastic posts, plastic bollards, planters, or parking
- Traffic calming treatments: temporary speed cushions, curb extensions (described above), and/or chicanes (i.e. curb extensions in a parking lane)
- Traffic circles: striping, rubber curbs, plastic posts, and signage

REQUIRED QUICK-BUILD COMPONENTS

Quick-build projects must include the following components:

- Ongoing community engagement to inform final project design and evaluation.
- Data collection to establish existing conditions and to complete before/after evaluation of project implementation.
- Final (100%) project design reviewed, approved, and stamped by a licensed Professional Engineer and project cost estimates.
- Quick-build installed for a minimum of six (6) months before conducting evaluation.
- Final report summarizing work completed and recommendation of next steps.

See Appendix D of the ATP Cycle 7 Guidelines (Attachment A) and ATP Quick-Build Supplemental Guidance (Attachment B) for additional guidance on quick-build materials, designs, and project requirements.

IV. Funding

A) FUNDING SOURCES

Funding for the 2024 SCP-ATS is provided through a combination of state and federal sources, including the state Cycle 7 Active Transportation Program (ATP), which programs funds from FY25/26 to FY28/29 and a federal Safe Streets and Roads for All (SS4A) grant, and which is anticipated to allocate funding in 2025 and expend funding within five years from allocation.

- Community/Areawide Plan projects shall be funded by ATP funds.
- Quick-Build projects shall be funded with ATP funds, SS4A funds, or a combination of ATP and SS4A funds.

Recipients of 2024 SCP-ATS awards are required to comply with all applicable federal laws and state regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); California Environmental Quality Act (CEQA); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

Hosting a Call for Applications to award funds from multiple funding streams is intended to simplify the application process and achieve efficiencies in program administration. The program anticipates awarding approximately $10.4 million, with up to $2.4 million available for planning projects benefiting disadvantaged communities and a minimum of $7.5 million set aside for quick-build projects. SCAG will allocate funding for selected projects based on the eligibility of each funding source and the applicant's readiness.

B) FUNDING ALLOCATION FOR AWARD RECIPIENTS

Awards and projects shall be primarily managed by SCAG and implemented through its consultants, except the Quick-Build implementation that will be managed by grantees in coordination with SCAG. SCAG shall manage the administrative activities associated with requesting funding allocation from the California Transportation Commission (CTC) for ATP funding and from the Federal Highway Administration (FHWA) for SS4A funding, procuring a consultant team, passing through fundings for quick-build implementation, and providing all necessary reporting and documentation required by CTC, Caltrans, and FHWA.

Recipients of 2024 SCP-ATS awards are expected to enter into a Memorandum of Understanding (MOU) with SCAG for technical assistance, which shall identify funding sources for the award and memorialize roles and responsibilities for each party, including but not limited to identifying a project manager for each party, providing guidance, cooperation and approvals as necessary, and assuming responsibility for a timely use of funds. MOUs for quick-build projects will also serve to pass through funds for quick-build implementation.

Recipients shall be the implementing agency for environmental approval(s) and responsible for documentation of environmental clearance or categorical exemption under the California Environmental Quality Act (CEQA) and under the National Environmental Policy Act (NEPA) for federally funded projects. Funding shall be contingent on recipients securing environmental clearance.

Community/Areawide Plan projects shall only be eligible for technical assistance. Quick-Build Projects shall be eligible for technical assistance and pass through funds; pass through funds shall only be used for construction.

C) ELIGIBLE COSTS

SCAG uses cost principles outlined in 2 CFR Part 200 Subpart E and the ATP Cycle 7 Guidelines (Attachment A) to determine reasonable, allocable, and allowable costs. Award recipients are required to adhere to these requirements. Eligible costs include staff salaries, fringe, indirect costs (for ATP funding, the fringe and indirect cost rates require Caltrans approval and for SS4A, approved rates by a federal cognizant agency may be required), consultant/contractual services, and other direct costs. These costs and others not listed here are subject to review and approval by SCAG staff.

Recipients of the 2024 SCP-ATS awards claiming reimbursement for indirect costs and/or fringe benefits cost must have the current rates approved in the Negotiated Indirect Cost Rate Agreement (NICRA) with its federal cognizant agency. In absence of the NICRA, recipients may elect the applicable de minimis indirect cost rate that is applicable at the time of award and must annually complete a certification form provided by the SCAG Project Manager to confirm the eligibility and compliance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The eligibility of the indirect cost and/or fringe benefits cost is subject to review and applicable funding guidelines and requirements. For the ATP funding, Caltrans prior approval is required for the fringe benefits and indirect cost rates; see "Local Government Agency Indirect Cost Review" on the Caltrans Internal Audits Office webpage. For SS4A, please see the 2 CFR 200.

D) MATCH REQUIREMENTS

There are no match requirements for projects proposed through the SCP-ATS. Applicants, especially those with projects that exceed the respective project type funding caps, are encouraged to provide matching funds.

V. Application Process

As noted above, applicants may apply for more than one project type and may submit multiple applications, which are available on the SCAG SCP-ATS website. Applicants do not need a board resolution in order to apply, but applicants will be required to submit a supporting resolution from the elected body or a letter of intent in support of the project from the appropriate executive officer prior to receiving funding. Please contact SCAG staff (see section VI) if the project includes multiple components or if any other support is needed in identifying the proper application to use for a project application.

A) APPLICATIONS

Applications will be accepted via an online form. Application workshops will be scheduled for summer 2024, to review project types, the application process, and address any questions. For more information and registration/details for the workshops, please see the SCAG SCP-ATS website. **Applications must be submitted online in fall 2024.**

AUTOMATIC CONSIDERATION OF NON-SELECTED STATEWIDE ATP APPLICATIONS

Community/Areawide Plans and Quick-Build projects from the SCAG region submitted to the statewide ATP Call for Applications but not selected for funding will also be considered in the 2024 SCP-ATS selection process. These applications will be automatically considered, and applicants do not need to indicate they want to be considered for the SCP-ATS. These applications will not be re-scored and the initial score given in the statewide ATP competition will be used in ranking the projects against projects submitted through the SCP-ATS call for applications. Please see the state ATP website for more information about the application process and deadlines. Interested applicants are welcome to contact SCAG staff (see section VI) to discuss statewide ATP applications as well.

B) SCORING RUBRIC & CRITERIA

Each project type is evaluated by six scoring criteria: Mobility, Safety Benefit, Public Health, Disadvantaged Communities, Public Participation, and Cost Effectiveness. Application questions vary by project type. The potential points to be awarded for responses to each question, by project type, are noted in each application.

Scoring Criteria	Points
Mobility	25
Safety Benefit	35
Public Health	10
Disadvantaged Communities	10
Public Participation	15
Cost Effectiveness	5
Total	**100 Points**

C) EVALUATION PROCESS

A minimum of six evaluation teams, one per county, will be established to review, score and rank applications submitted to the 2024 SCP-ATS; counties receiving a large volume of applications may require multiple evaluation teams. Projects will compete and be ranked against other projects within their respective county. Final awards will be based on application score, geographic distribution across the region, and funding eligibility. Following grant award announcements, unsuccessful applicants are encouraged to meet with SCAG staff to obtain feedback on opportunities to improve their applications for future grant cycles. Quick-build applications not selected for award may be placed on a contingency list in the event that future rounds of funding are made available.

D) RISK ASSESSMENT

Prior to entering into an MOU to receive funding from SCAG, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.206 in accordance with SCAG's Subrecipient Monitoring Policies and Procedures. SCAG may evaluate the risks to the program imposed by each applicant to assess the applicant's ability to manage award funds pursuant to the requirements prescribed in the applicable funding guidelines. In some circumstances, special grant conditions may be imposed to mitigate anticipated risks. Each applicant may be required to provide documentation to SCAG for this evaluation.

VI. Schedule

The following schedule outlines key dates for the 2024 SCP-ATS. These dates are subject to change; the Sustainable Communities Program webpage will have the latest dates.

2024 SCP-ATS Key Dates

2024 SCP-ATS Milestone	Date
SCP-ATS Call for Applications Opens	Summer 2024
SCP-ATS Application Workshops	Summer 2024
SCP-ATS Call for Applications Deadline	Fall 2024
SCAG Regional Council Approval of the 2024 SCP–ATS Application Projects*	April 3, 2025
Final 2024 SCP-ATS Award Announcements*	June 2025

*Projects selected to receive ATP funding are subject to approval by the SCAG Regional Council and California Transportation Commission (CTC) as part of the adoption of the complete 2025 Regional ATP. In addition, projects receiving ATP funding will be subject to the programming and allocation process, requirements, and schedule of the CTC. SCAG Regional Council consideration is anticipated on April 3, 2025 followed by CTC action in June 2025.

A) TIMELY USE OF FUNDS/TIME EXTENSIONS

A project initiation schedule and expectations regarding the period of performance will be determined within three months of project award announcements, and will be based on project complexity, funding source, and SCAG staff capacity. In certain cases, projects may receive a notice to proceed two to three years after the project award announcements, such as if ATP funds are allocated in the latter part of the

Cycle 7 ATP funding cycle (FY25/26 to FY28/29). Once the project schedule has been established, extensions will be considered on a case-by-case basis. Extensions and scope changes must be requested in letter format. All requests must include an explanation of the issues and actions the agency has taken to correct the issues. All extensions will be contingent on funding availability and the program requirements of the funding source assigned to the project when awarded. SCAG intends all selected projects to be completed in a timely manner and requires that applicants coordinate internal resources to ensure timely completion of the projects.

VII. Contact Information

Questions regarding the SCP-ATS project types, applications, or application process should be directed to:

Rachel Om
Senior Regional Planner
Telephone: (213) 630-1550
Email: om@scag.ca.gov

Attachment A: ATP Cycle 7 Guidelines

Please see: 2025 Active Transportation Program Cycle 7 Guidelines.

Attachment B: ATP Quick-Build Supplemental Guidance

Please see: Active Transportation Program Quick-Build Supplemental Guidance

Attachment C: Allowable Direct Costs

SCAG uses cost principles outlined in 2 CFR Part 200 Subpart E and the ATP Cycle 7 Guidelines (Attachment A) to determine reasonable, allocable, and allowable costs. The procurement of goods and services are subject to 2 CFR Part 200 and applicable funding guidelines.

- **Advertisement costs.** Including the purchase of advertising media to support program outreach.
- **Compensation—personnel services.** Including wages and salaries.
- **Compensation—fringe benefits.** Including, but not limited to, costs of leave, employee insurance, pensions, and unemployment benefit plans.
- **Professional service costs.** Including costs of professional and consultant services.
- **Publication and printing costs.** Including costs for distribution and general handling of electronic and print media.
- **Transportation costs.** Including costs for delivery of items and/or equipment
- **Contractual Services.** Including professional services necessary to complete the proposed project.
- **Travel.** Including transportation, food and lodging that meet the Travel Reimbursement policies established by CalHR.
- **Supplies or services.** Including printed material, translation and interpretation, supplies or services cost, excluding equipment

Please note: allowable indirect costs include an approved negotiated rate by a federal cognizant agency or a de minimis rate in accordance with 2 CFR Part 200.

These costs and others not listed here are subject to review and approval by SCAG staff.

ATTACHMENT _D_

RESOLUTION NO. 24-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS FOR GRANT FUNDING FROM THE 2024 SUSTAINABLE COMMUNITIES PROGRAM – ACTIVE TRANSPORTATION & SAFETY

RECITALS

WHEREAS, the Southern California Association of Governments (SCAG) offers grant funding through its 2024 Sustainable Communities Program – Active Transportation & Safety (SCP Grant) to support community projects aimed at enhancing active transportation and safety; and

WHEREAS, on November 18, 2020, the City Council authorized the submission of a grant application for the SCP Grant, resulting in the City of Montebello (City) being awarded $150,000 to conduct a comprehensive analysis of Montebello Bus Lines' (MBL) service area, leading to the development of the First Mile/Last Mile (FMLM) Mater Plan; and

WHEREAS, on February 14, 2024, the City Council received and filed the City's FMLM Master Plan, which identified five (5) priority projects aimed at safety and accessibility for pedestrians and cyclists within the service area; and

WHEREAS, the 2024 SCAG SCP Grant offers two options for funding: (1) Community/Areawide Plans, with a maximum award of $500,000, and (2) Quick-Build Projects, with a maximum award of $900,000; and

WHEREAS, Priority Project 5: Madison Avenue Neighborway, as identified in the City's FMLM Master Plan, has been recognized as a suitable Quick-Build Project that aligns with the goals of the SCP Grant by enhancing community safety through pedestrian and cyclist access while ensuring the continued accessibility for first responders.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

APPROVES THE SUBMISSION OF AN APPLICATION TO SCAG FOR GRANT FUNDING FROM THE 2024 SCP GRANT; AND

SECTION 1. APPROVALS AND CERTIFICATIONS.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, sufficient funds to complete the projects; and

2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

3. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

SECTION 2. That the City Clerk shall certify the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-68 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of August 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

ITEM # 15

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: **ADOPT RESOLUTION NO. 24-69 AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FOR FUNDING PROVIDED BY THE TRANSPORTATION DEVELOPMENT ACT THROUGH THE LOCAL TRANSPORTATION FUND AND THE STATE TRANSIT ASSISTANCE FUND FOR FISCAL YEAR 2024-25**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-69 authorizing the Director of Finance to submit a claim for funding provided by the Transportation Development Act through the Local Transportation Fund and the State Transit Assistance Fund for Fiscal Year 2024-25; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Senate Bill 325– the Transportation Development Act (TDA) of 1971, provides annual funding to public transportation operators through the Local Transportation Fund (LTF) and the State Transit Assistance (STA) Fund. These funds are made available for eligible transit and non-transit related projects provided certain conditions are met. The LTF may be used for local streets and roads, construction, and maintenance if there are no unmet transit needs. Conversely, STA funding can only be used for transportation planning and mass transportation purposes.

The City of Montebello will receive a TDA allocation of $14,005,337 (LTF – $11,648,998 and STA – $2,356,339) for FY 2024-25 (Attachment A), to be used for transit operating expenditures. The TDA allocation is included in Montebello Bus Lines' (MBL's) FY 2024-

25 adopted operating budget. A TDA claim form indicating where funds will be used must be submitted to the Los Angeles County Metropolitan Transportation Authority (Metro) for review. Once approved, MBL will receive a direct deposit allocation monthly to be used for operating expenses.

Projects eligible for LTF and STA funding are as follows:

Fiscal Year 2024-2025	
Funding	**Projects**
LTF: $11,648,998	• Operating Expenditures (i.e., vehicle maintenance, capital improvement projects, salaries, bus parts, outside contracts, etc.)
STA: $2,356,339	• Operating Expenditures (i.e., salaries, supplies, outside contracts, etc.)
Total TDA Allocation: $14,005,337	

BACKGROUND/DISCUSSION:

The TDA of 1971 was enacted to improve existing public transportation services and encourage regional transportation coordination. The TDA established two (2) funding sources:

1. LTF- is derived from a ¼ cent of the general sales tax collected statewide. The State Board of Equalization, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. Each county then apportions the LTF funds within the country based on population.
2. STA- is appropriated by the legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenue, by formula, to planning agencies and other selected agencies. Statue requires that 50% of STA funds be allocated according to population and 50% be allocated according to transit operator revenues from the prior fiscal year.

Metro is the local planning agency designated to administer the distribution of these funds to transit agencies in the Los Angeles County region. As the state-designated administrator, Metro requires that public transportation operators submit annual TDA claim forms signed by the Chief Financial Officer to claim LTF and STA funds (Attachment B). In addition, Metro requires MBL's Governing Board (i.e., City Council) to approve a Resolution attesting to the use of these funds and the submission of the claim form(s) as an annual standard procedure.

ENVIRONMENTAL:

N/A

ANALYSIS:

The City operates MBL to provide fixed route service to the cities of Alhambra, Bell Gardens, Commerce, Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, San Marino, South Gate and Whittier on a yearly basis. Therefore, a consistent need exists to maintain access to available funding opportunities for the continued delivery of transportation services to the City and surrounding communities.

To ensure the City can continually access LTF and STA funding, the City must submit an annual TDA claim form. These forms must be approved by MBL's Board by and through a City Council Resolution (Attachment C).

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 24-69 authorizing the Director of Finance as the City's Chief Financial Officer to submit a claim form for funding provided by the Transportation Development Act through the LTF and the STA funding sources for FY 2024-2025; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Adopted Transit Fund Allocations FY 2024-25
2. Attachment B - TDA Claim Form
3. Attachment C - Resolution No. 24-69

Metro

Los Angeles County Metropolitan Transportation Authority

Fiscal Year 2025

Transit Fund Allocations

APPROVED

July 1, 2024 – June 30, 2025

FY 2025
Transit Fund Allocations

APPROVED

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

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I. BUS TRANSIT SUBSIDIES

STATE & LOCAL FUNDS

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

Fiscal Year 2025
PRELIMINARY REVENUE ESTIMATES

	STATE AND LOCAL		FY25 Estimated Revenue	Carryover FY23 Budget vs Actual	Interest FY23 Actual	FY25 Total Funds Available	NOTE	FY24 Total Funds
	Transportation Development Act:							
	Planning & Administration:							
1	Planning - Metro		$ 5,780,000			$ 5,780,000		$ 6,000,000
2	Planning - SCAG		4,335,000			4,335,000		4,500,000
3	Administration - Metro		4,378,855			4,378,855		4,378,855
4	Sub-total		14,493,855			14,493,855		14,878,855
5	Article 3 Pedestrian & Bikeways	2.0000%	11,270,123	310,354	231,823	11,812,301		13,591,611
6	Article 4 Bus Transit	90.7332%	511,287,308	14,079,729	10,517,042	535,884,080		617,003,660
7	Article 8 Streets & Highways	7.2668%	40,948,714	1,127,638	842,304	42,918,656		48,985,266
8	**Total**		**578,000,000**	**15,517,721**	**11,591,170**	**605,108,891**		**694,459,391**
	Proposition A:						a	
9	Administration	5.0000%	57,800,000	3,968,890		61,768,890		71,310,295
10	Local Return	25.0000%	274,550,000	n/a		274,550,000	b	285,000,000
11	Rail Development	35.0000%	384,370,000	26,393,121		410,763,121		474,213,460
	Bus Transit:	40.0000%						
12	95% of 40% Capped at CPI 3.00%		287,721,591	n/a		287,721,591	c	279,341,351
13	95% of 40% Over CPI		129,594,409	n/a		129,594,409	d	153,858,649
14	Sub-total		417,316,000	-		417,316,000		433,200,000
15	5% of 40% Incentive		21,964,000	1,508,178		23,472,178		27,097,912
16	**Total**		**1,156,000,000**	**31,870,190**		**1,187,870,190**		**1,290,821,666**
	Proposition C:						a	
17	Administration	1.5000%	17,340,000	1,190,661		18,530,661		21,393,045
18	Rail/Bus Security	5.0000%	56,933,000	3,909,336		60,842,336		70,240,498
19	Commuter Rail	10.0000%	113,866,000	7,818,671		121,684,671		140,480,996
20	Local Return	20.0000%	227,732,000	n/a		227,732,000	b	236,400,000
21	Freeways and Highways	25.0000%	284,665,000	19,546,678		304,211,678		351,202,489
22	Discretionary	40.0000%	455,464,000	31,274,685		486,738,685		561,923,983
23	**Total**		**1,156,000,000**	**63,740,030**		**1,219,740,030**		**1,381,641,011**
	State Transit Assistance:						e	
24	Bus (PUC 99314 Rev Base Share)		76,459,817	33,802,137	1,631,033	111,892,986		79,902,182
25	Rail (PUC 99313 Population Share)		57,860,883	25,165,156	1,298,086	84,324,124		84,812,758
26	**Total**		**134,320,700**	**58,967,292**	**2,929,119**	**196,217,110**		**164,714,940**
	SB 1 State Transit Assistance:						e,f	
27	Bus (PUC 99314 Rev Base Share)		62,362,016	27,238,545	1,353,398	90,953,959	g	65,826,324
28	Rail (PUC 99313 Population Share)		47,192,387	20,266,327	1,077,125	68,535,839		69,765,394
29	**Total**		**109,554,403**	**47,504,872**	**2,430,522**	**159,489,798**		**135,591,719**
	SB 1 State Of Good Repair						f	
30	Bus (PUC 99314 Rev Base Share)		20,358,271	1,777,134	763,073	22,898,478	g	13,407,997
31	Rail (PUC 99313 Population Share)		15,406,100	1,317,198	191,185	16,914,482		16,360,217
32	**Total**		**35,764,371**	**3,094,332**	**954,257**	**39,812,960**		**29,768,214**

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

Fiscal Year 2025

PRELIMINARY REVENUE ESTIMATES (Continued)

	STATE AND LOCAL		FY25 Estimated Revenue	Carryover FY23 Budget vs Actual	Interest FY23 Actual	FY25 Total Funds Available	NOTE	FY24 Total Funds
	Measure R:						a	
33	Administration	1.5000%	17,340,000	1,183,688	575,239	19,098,928		21,018,185
34	Transit Capital - "New Rail"	35.0000%	398,531,000	27,205,102	(898,952)	424,837,150		494,706,666
35	Transit Capital - Metrolink	3.0000%	34,159,800	2,331,866	336,442	36,828,107		41,694,802
36	Transit Capital - Metro Rail	2.0000%	22,773,200	1,554,577	350,562	24,678,339		27,952,753
37	Highway Capital	20.0000%	227,732,000	15,545,772	3,264,773	246,542,546		279,471,590
38	Operations "New Rail"	5.0000%	56,933,000	3,886,443	1,684,386	62,503,829		69,159,295
39	Operations Bus	20.0000%	227,732,000	15,545,772	6,550,332	249,828,104		276,239,947
40	Local Return	15.0000%	170,799,000	n/a	n/a	170,799,000	b	177,300,000
41	**Total**		**1,156,000,000**	**67,253,221**	**11,862,782**	**1,235,116,003**		**1,387,543,237**
	Measure M:						a	
	Local Return Supplemental & Administration:							
42	Administration	0.5000%	5,953,400	383,039	106,193	6,442,633		7,288,075
43	Supplemental transfer to Local Return	1.0000%	11,386,600	n/a	n/a	11,386,600	b,h	11,820,000
44	Sub-total		17,340,000	383,039	106,193	17,829,233		19,108,075
45	Local Return Base	16.0000%	182,185,600	n/a	n/a	182,185,600	b,h	189,120,000
46	Metro Rail Operations	5.0000%	56,933,000	3,663,048	744,168	61,340,215		69,103,169
47	Transit Operations (Metro & Municipal Providers)	20.0000%	227,732,000	14,652,190	6,476,327	248,860,518		276,006,413
48	ADA Paratransit/Metro Discounts for Seniors & Students	2.0000%	22,773,200	1,465,219	145,500	24,383,919		28,165,126
49	Transit Construction	35.0000%	398,531,000	25,641,333	4,609,203	428,781,536		494,572,652
50	Metro State of Good Repairs	2.0000%	22,773,200	1,465,219	632,903	24,871,322		27,899,063
51	Highway Construction	17.0000%	193,572,200	12,454,362	13,479,756	219,506,318		232,114,873
52	Metro Active Transportation Program	2.0000%	22,773,200	1,465,219	1,213,743	25,452,162		27,461,672
53	Regional Rail	1.0000%	11,386,600	732,610	248,820	12,368,029		13,951,170
54	**Total**		**1,156,000,000**	**61,922,239**	**27,656,613**	**1,245,578,852**		**1,377,502,212**
55	**Total Funds Available**		**$ 5,481,639,474**	**$ 349,869,897**	**$ 57,424,464**	**$ 5,888,933,834**		**$ 6,462,042,390**
56	**Total Planning & Admin Allocations: (Lines 4, 9, 17, 33 and 42)**		$ 112,927,255	$ 6,726,279	$ 681,432	$ 120,334,966		$ 135,888,454

Notes:

a) Sales tax is projected to be $1,156.0 million per ordinance, an increase of 2.0% over the FY24 reforecast of $1,122.0 million

b) Local Return Subfunds are not reflected with carryover balances. The distribution of these funds occurs within the same period they are received.

c) The Consumer Price Index (CPI) increase of 3.0% represents the average anticipated growth rate, as derived from a range of forecasting sources and historical trends. This rate is specifically applied to the Proposition A discretionary funds allocated to Included operators.

d) Proposition A 95% of 40% Bus Transit growth over CPI estimate will be used to fund Eligible and Tier 2 operators. The carryover is not shown since it has been converted into Proposition C 40% discretionary to fund various Board-approved discretionary programs.

e) The STA revenue estimates (including SB1/STA) from the State Controller's Office have been adjusted downward by 10% for the purposes of FAP allocation, in anticipation of a revenue shortfall in FY25. The actual funds will be revised two years from now, once we have received the concrete figures from the state.

f) To qualify for SB1-SGR funds, eligible agencies are required to fulfill a number of reporting obligations. Additionally, the SGR revenue estimate from the State Controller's Office has been adjusted downward by 5% for the purpos of FAP allocation in anticipation of a revenue shortfall for FY25. The actual funds will be revised two years later, following the receipt of the actual revenue from the state.

g) STA and SGR portion of SB1 will be allocated based on Measure R allocation methodology.

h) Measure M provides for a total of 17% net revenues for Local Return. Supplement of 1% to be funded by 1.5% Administration.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

Fiscal Year 2025

SUMMARY OF STATE AND LOCAL FUNDS

	Operators	Formula Allocation Procedure				Proposition C 5% Security	Proposition C 40% Discretionary	Measure R		Measure M	Senate Bill 1		Total
		TDA Article 4 + Interest	STA + Interest	Proposition A 95% of 40 % Discretionary	Sub-Total FAP			20% Bus Operations	Clean Fuel & Facilities		STA	State of Good Repair	
	Included Operators:												
1	Metro Bus Operations	$ 394,225,226	$ 83,297,385	$ 214,190,870	$ 691,713,480	$ 45,008,391	$ 26,701,024	$ 173,538,098	$ -	$ 172,865,983	$ 63,179,349	$ 15,856,136	$ 1,188,862,461
	Municipal Operators:												
2	Arcadia	462,989	90,596	232,960	786,546	6,512	108,289	188,745	-	188,014	68,716	17,246	1,364,066
3	Claremont	929,842	29,426	75,666	1,034,935	1,557	26,982	61,305	-	61,068	22,319	5,601	1,213,767
4	Commerce	772,289	145,240	373,471	1,291,001	75,556	1,636,106	302,588	-	301,416	110,162	27,647	3,744,475
5	Culver City	7,691,393	1,548,205	3,981,053	13,220,651	377,512	1,892,209	3,225,461	-	3,212,969	1,174,281	294,710	23,397,793
6	Foothill Transit	34,648,106	7,234,550	18,602,919	60,485,574	1,286,961	9,246,828	15,072,142	-	15,013,767	5,487,257	1,377,138	107,969,667
7	Gardena	7,546,689	1,523,685	3,918,004	12,988,378	316,268	2,399,719	3,174,379	-	3,162,084	1,155,684	290,042	23,486,554
8	La Mirada	132,805	24,423	62,802	220,030	4,629	22,394	50,882	-	50,685	18,524	4,649	371,793
9	Long Beach	35,048,684	7,014,131	18,036,133	60,098,948	2,797,077	10,024,473	14,612,930	-	14,556,334	5,320,073	1,335,180	108,745,016
10	Montebello	11,648,998	2,356,339	6,059,091	20,064,428	417,543	3,730,245	4,909,094	-	4,890,081	1,787,235	448,543	36,247,169
11	Norwalk	4,372,320	878,205	2,258,217	7,508,743	170,239	870,337	1,829,614	-	1,822,528	666,101	167,171	13,034,734
12	Redondo Beach	928,667	182,921	470,363	1,581,951	46,203	172,346	381,090	-	379,614	138,742	34,820	2,734,766
13	Santa Monica	28,733,790	5,819,886	14,965,253	49,518,930	1,288,632	6,258,404	12,124,894	-	12,077,934	4,414,264	1,107,849	86,790,907
14	Torrance	8,742,281	1,747,993	4,494,789	14,985,063	303,788	3,656,183	3,641,692	-	3,627,588	1,325,817	332,741	27,872,871
15	Sub-Total	141,658,854	28,595,602	73,530,722	243,785,178	7,092,478	40,044,513	59,574,816	-	59,344,082	21,689,174	5,443,337	436,973,578
	Eligible Operators:												
16	Antelope Valley	-	-	7,081,309	7,081,309	207,282	1,962,528	3,916,140	-	3,900,972	1,425,734	357,817	18,851,782
17	LADOT	-	-	34,953,640	34,953,640	2,058,339	7,095,238	8,709,948	-	8,676,214	3,170,997	795,826	65,460,202
18	Santa Clarita	-	-	4,491,505	4,491,505	391,612	1,168,324	2,345,362	-	2,336,279	853,867	214,295	11,801,245
19	Foothill BSCP	-	-	6,997,753	6,997,753	-	633,451	1,743,740	-	1,736,987	634,837	159,325	11,906,093
20	Sub-Total	-	-	53,524,207	53,524,207	2,657,234	10,859,542	16,715,190	-	16,650,452	6,085,435	1,527,263	108,019,324
	Tier 2 Operators:												
21	LADOT Community Dash	-	-	6,880,097	6,880,097	-	-	-	-	-	-	-	6,880,097
22	Glendale	-	-	1,148,981	1,148,981	-	-	-	-	-	-	-	1,148,981
23	Pasadena	-	-	434,456	434,456	-	-	-	-	-	-	-	434,456
24	Burbank	-	-	199,657	199,657	-	-	-	-		-	-	199,657
25	Sub-Total	-	-	8,663,191	8,663,191	-	-	-	-	-	-	-	8,663,191
26	Lynwood Trolley	-	-	-	-	-	249,576	-	-	-	-	-	249,576
27	Total Excluding Metro	141,658,854	28,595,602	135,718,120	305,972,576	9,749,711	51,153,632	76,290,006	-	75,994,534	27,774,610	6,970,600	553,905,669
28	County of Los Angeles											71,741	71,741
29	**Grand Total**	$ 535,884,080	$ 111,892,986	$ 349,908,990	$ 997,686,056	$ 54,758,102	$ 77,854,655	$ 249,828,104	$ -	$ 248,860,518	$ 90,953,959	$ 22,898,478	$ 1,742,839,871

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

FISCAL YEAR 2025

BUS TRANSIT FUNDING PERCENTAGE SHARES

	Operators	Vehicle Service Miles (VSM) FY23 Data (1)	Passenger Revenue	Base Fare	Fare Units	Fare Units Prior to Fare Increase/ decrease	Fare Units Used in FAP (2)	Sum 50% VSM + 50% Fare Units	Proposition A Base Share	DAR Cap Adjustment (3)	TDA/STA Share
	Included Operators										
1	Metro Bus Operations (4)	67,347,408	$ 89,877,098	$ 1.75	51,358,342	197,161,600	**197,161,600**	132,254,504	74.4438%	0.0000%	74.4438%
2	Arcadia DR	62,871	4,249	0.50	8,498	72,829	**72,829**	67,850	0.0382%	0.0000%	0.0382%
3	Arcadia MB	146,881	2,553	0.50	5,106	-	5,106	75,994	0.0428%	0.0000%	0.0428%
4	Claremont	11,602	10,455	2.50	4,182	81,840	**81,840**	46,721	0.0263%	0.0000%	0.0263%
5	Commerce	461,208	-	-	-	-	-	230,604	0.1298%	0.0000%	0.1298%
6	Culver City (5)	1,243,082	1,065,143	1.00	1,065,143	3,673,208	**3,673,208**	2,458,145	1.3836%	0.0000%	1.3836%
7	Foothill Transit	8,752,153	6,581,228	1.75	3,760,702	14,221,000	**14,221,000**	11,486,577	6.4656%	0.0000%	6.4656%
8	Gardena	1,134,829	1,244,962	1.00	1,244,962	3,703,600	**3,703,600**	2,419,215	1.3617%	0.0000%	1.3617%
9	La Mirada	56,692	20,863	1.00	20,863		20,863	38,778	0.0218%	0.0000%	0.0218%
10	Long Beach	6,300,761	8,541,032	1.25	6,832,826	15,972,456	**15,972,456**	11,136,609	6.2686%	0.0000%	6.2686%
11	Montebello	1,626,948	1,632,872	1.10	1,484,429	5,855,556	**5,855,556**	3,741,252	2.1059%	0.0000%	2.1059%
12	Norwalk	694,654	496,703	1.25	397,362	2,094,068	**2,094,068**	1,394,361	0.7849%	0.0000%	0.7849%
13	Redondo Beach DR	53,272	7,138	1.00	7,138		7,138	30,205	0.0170%	0.0000%	0.0170%
14	Redondo Beach MB	368,684	151,768	1.00	151,768		151,768	260,226	0.1465%	0.0000%	0.1465%
15	Santa Monica	3,819,587	5,717,734	1.25	4,574,187	14,661,333	**14,661,333**	9,240,460	5.2013%	0.0000%	5.2013%
16	Torrance	1,040,714	716,297	1.00	716,297	4,510,000	**4,510,000**	2,775,357	1.5622%	0.0000%	1.5622%
17	Sub-Total	93,121,346	116,070,095		71,631,805		262,192,365	177,656,856	100.0000%	0.0000%	100.0000%
	Eligible Operators										
18	Antelope Valley	2,835,455	1,903,364	1.50	1,268,909	3,543,241	**3,543,241**	3,189,348	1.6799%	0.0000%	1.6799%
19	Santa Clarita	2,180,713	1,639,466	1.00	1,639,466		1,639,466	1,910,090	1.0061%	0.0000%	1.0061%
20	LADOT Local	2,661,459	70,762	0.50	141,524	6,727,520	**6,727,520**	4,694,490	2.4727%	0.0000%	2.4727%
21	LADOT Express	1,645,148	657,948	1.50	438,632	3,152,832	**3,152,832**	2,398,990	1.2636%	0.0000%	1.2636%
22	Foothill - BSCP	1,211,649	810,759	1.75	463,291	1,650,000	**1,650,000**	1,430,825	0.7480%	0.0000%	0.7480%
23	Sub-Total	10,534,424	5,082,299		3,951,822		16,713,059	13,623,742	7.1704%	0.0000%	7.1704%
24	**Total**	**103,655,770**	**$ 121,152,394**		**75,583,627**		**278,905,424**	**191,280,597**			

Notes:

(1) Operators' statistics exclude BSIP, TSE, Base Restructuring and MOSIP services that are funded from PC 40% Discretionary. Also excluded are services funded from other sources (CRD, federal, etc.)

(2) Fare units used are frozen to the level prior to fare change in accordance with the Funding Stability Policy, adopted by the Board in November 2007.

(3) TDA cap of 0.25% is applied for DAR operators - Arcadia, Claremont, La Mirada and Redondo Beach DR.

(4) MTA Statistics include contracted services with LADOT for Lines 422, 601 and 602 (Consent Decree Lines), Glendale and Palos Verdes Peninsula Transit Authority (PVPTA).

(5) FY22 data.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

INCLUDED & ELIGIBLE OPERATORS ESTIMATED FUNDING LEVELS

	Operators	TDA & STA % Shares	TDA Article 4 plus interest: Allocated	TDA Article 4 plus interest: Fund Exchange (1)	TDA Article 4 plus interest: Net	STA Rev Base Share Plus Interest	Prop A Discretionary % Shares	Prop A Discretionary Allocations (2)	Total Formula Funds
	Included Operators								
1	Metro Bus Operations	74.4438%	$ 398,932,442	$ (4,707,216)	$ 394,225,226	$ 83,297,385	74.4438%	$ 214,190,870	$ 691,713,480
2	Arcadia DR	0.0382%	204,663	-	204,663	42,734	0.0382%	109,885	357,282
3	Arcadia MB	0.0428%	229,227	29,100	258,327	47,863	0.0428%	123,074	429,264
4	Claremont (3)	0.0263%	140,929	788,913	929,842	29,426	0.0263%	75,666	1,034,935
5	Commerce	0.1298%	695,594	76,695	772,289	145,240	0.1298%	373,471	1,291,001
6	Culver City	1.3836%	7,414,748	276,645	7,691,393	1,548,205	1.3836%	3,981,053	13,220,651
7	Foothill Transit	6.4656%	34,648,106	-	34,648,106	7,234,550	6.4656%	18,602,919	60,485,574
8	Gardena	1.3617%	7,297,318	249,371	7,546,689	1,523,685	1.3617%	3,918,004	12,988,378
9	La Mirada	0.0218%	116,968	15,837	132,805	24,423	0.0218%	62,802	220,030
10	Long Beach (4)	6.2686%	33,592,462	1,456,222	35,048,684	7,014,131	6.2686%	18,036,133	60,098,948
11	Montebello	2.1059%	11,285,111	363,887	11,648,998	2,356,339	2.1059%	6,059,091	20,064,428
12	Norwalk	0.7849%	4,205,950	166,370	4,372,320	878,205	0.7849%	2,258,217	7,508,743
13	Redondo Beach DR	0.0170%	91,110	-	91,110	19,024	0.0170%	48,918	159,052
14	Redondo Beach MB	0.1465%	784,946	52,611	837,557	163,897	0.1465%	421,445	1,422,899
15	Santa Monica	5.2013%	27,872,920	860,870	28,733,790	5,819,886	5.2013%	14,965,253	49,518,930
16	Torrance	1.5622%	8,371,586	370,695	8,742,281	1,747,993	1.5622%	4,494,789	14,985,063
17	Sub-Total Excluding Metro	100.0000%	535,884,080	-	535,884,080	111,892,986	100.0000%	287,721,591	935,498,658
	Eligible Operators		Formula Equivalent Funded from Proposition A 95% of 40% Growth over CPI (5)						
18	Antelope Valley (6)	1.6799%	-	$ 368,054	$ 368,054	$ 1,879,727	1.6799%	$ 4,833,528	$ 7,081,309
19	Santa Clarita (6)	1.0061%	-	470,960	470,960	1,125,762	1.0061%	2,894,784	4,491,505
20	LADOT Local	2.4727%	13,251,015		13,251,015	2,766,822	2.4727%	7,114,604	23,132,441
21	LADOT Express	1.2636%	6,771,567		6,771,567	1,413,908	1.2636%	3,635,723	11,821,199
22	Foothill - BSCP	0.7480%	4,008,541		4,008,541	836,986	0.7480%	2,152,226	6,997,753
23	Sub-Total	7.1704%	24,031,123	839,014	24,870,137	8,023,204	7.1704%	20,630,866	53,524,207
24	**Total FAP**		**$ 535,884,080**		**$ 535,884,080**	**$ 111,892,986**	**107.1704%**	**$ 287,721,591**	**$ 989,022,865**

	Proposition A Discretionary (95% of 40%) Growth Over CPI:	
25	Revenue	**$ 129,594,409**
	Uses of Fund:	
26	Eligible Operators - Formula Equivalent Funds	53,524,207
27	Tier 2 Operators (7)	8,663,191
28	Total Uses of Funds	**62,187,398**
29	Proposition A Discretionary (95% of 40%) GOI Transfer to PC 40% based on Board policy.	**67,407,010**
30	Backfill from (Transfer to) PC40% Discretionary	**(67,407,010)**
31	Total	**$ -**

Notes:

(1) Included Operators' share of LCTOP fund will be exchanged with Metro's TDA Article 4 allocation.

(2) Prop A Discretionary funds (95% of 40%) allocated to Included Operators have been capped at 3.00% CPI for FAP allocation.

(3) Claremont will exchange its 5307 grant funds, totaling $780,652 from FY19-FY23, for an equivalent value from Metro's TDA 4 funds allocated for FY25.

(4) Funds allocated to the SCRTTC through Long Beach Transit will be exchanged with Metro's TDA Article 4 share.

(5) Formula Equivalent funds are allocated by formula to Eligible Operators based on PUC 99207.5. Fund source is Prop A 95% of 40% growth over CPI.

(6) Antelope Valley and Santa Clarita's LCTOP fund will be exchanged with Metro's Prop C 40% Discretionary transfer to Proposition A Discretionary GOI.

(7)The Board has approved a funding adjustment for Tier II operators based on the CPI increase. This adjustment raises the annual cap from $6 million to $8.2 million in FY24 and further to $8.4 million in FY25.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

PROPOSITION C 5% TRANSIT SECURITY FUNDING ALLOCATION

	Operators	FY23 Unlinked Passengers	Percent of Total Unlinked Passengers	Total [1]
1	Antelope Valley	1,245,216	0.3785%	$ 207,282
2	Arcadia	39,121	0.0119%	6,512
3	Claremont	9,356	0.0028%	1,557
4	Commerce	453,890	0.1380%	75,556
5	Culver City [2]	2,267,843	0.6894%	377,512
6	Foothill Transit	7,731,219	2.3503%	1,286,961
7	Gardena	1,899,928	0.5776%	316,268
8	LADOT Local/Express	12,365,151	3.7590%	2,058,339
9	La Mirada	27,805	0.0085%	4,629
10	Long Beach	16,803,005	5.1081%	2,797,077
11	Montebello	2,508,327	0.7625%	417,543
12	Norwalk	1,022,686	0.3109%	170,239
13	Redondo Beach DR/MB	277,558	0.0844%	46,203
14	Santa Clarita	2,352,549	0.7152%	391,612
15	Santa Monica	7,741,258	2.3533%	1,288,632
16	Torrance	1,824,957	0.5548%	303,788
17	Sub-Total	58,569,869	17.8051%	9,749,711
18	Metro Bus/Rail Operations [3]	270,380,890	82.1949%	45,008,391
19	**Total**	**328,950,759**	**100.0000%**	**$ 54,758,102**

Notes:

(1) Total funding is 90% of Prop C 5% Transit Security:

Estimated Revenue:	$	60,842,336
90% Thereof:	$	54,758,102

(2) FY22 data.

(3) Metro operations data includes unlinked passengers for bus and rail.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

PROPOSITION C 40% DISCRETIONARY PROGRAMS

	Operators	MOSIP			Zero-fare Compensation (1)	Foothill Transit Mitigation	Transit Service Expansion	Discretionary Base Restructuring	BSIP Overcrowding Relief	Total
		Prop A % Share	% Share	$ Allocation						
	INCLUDED OPERATORS									
1	Metro Bus Operations					$ 13,336,355	$ -	$ -	$ 13,364,668	$ 26,701,024
2	Metro Exchange (2)					(1,056,205)				(1,056,205)
3	Metro Sub-total					12,280,150			$ 13,364,668	25,644,819
4	Arcadia	0.0810%	0.2474%	68,566		14,505	-	-	25,219	108,289
5	Claremont	0.0263%	0.0804%	22,270		4,711	-	-	-	26,982
6	Commerce	0.1298%	0.3966%	109,921	1,214,306	23,254	-	288,625	-	1,636,106
7	Culver City	1.3836%	4.2279%	1,171,718		247,876	278,204	-	194,410	1,892,209
8	Foothill Transit	6.4656%	19.7564%	5,475,280		-	385,059	2,310,694	1,075,795	9,246,828
9	Gardena	1.3617%	4.1609%	1,153,161		243,950	799,659	-	202,948	2,399,719
10	La Mirada	0.0218%	0.0667%	18,484		3,910	-	-	-	22,394
11	Long Beach	6.2686%	19.1544%	5,308,462		1,123,000	2,640,064	-	952,947	10,024,473
12	Montebello	2.1059%	6.4348%	1,783,334		377,263	-	1,318,100	251,548	3,730,245
13	Norwalk	0.7849%	2.3982%	664,647		140,605	-	-	65,084	870,337
14	Redondo Beach DR/MB	0.1635%	0.4995%	138,439		29,287	-	-	4,620	172,346
15	Santa Monica	5.2013%	15.8932%	4,404,629		931,795	-	-	921,980	6,258,404
16	Torrance	1.5622%	4.7735%	1,322,923		279,863	936,315	838,708	278,375	3,656,183
17	Sub-Total	25.5562%	78.0899%	21,641,835	1,214,306	3,420,018	5,039,301	4,756,127	3,972,927	40,044,513
	ELIGIBLE OPERATORS									
18	Antelope Valley	1.6799%	5.1332%	1,422,622		48,560	436,008	-	55,338	1,962,528
19	Santa Clarita	1.0061%	3.0743%	852,003		29,082	228,045	-	59,193	1,168,324
20	LADOT Local/Express	3.7364%	11.4169%	3,164,076		625,258	3,132,397	-	173,507	7,095,238
21	Foothill - BSCP	0.7480%	2.2857%	633,451		-	-	-	-	633,451
22	Sub-Total	7.1704%	21.9101%	6,072,153		702,900	3,796,450	-	288,039	10,859,542
23	City of Lynwood Trolley						249,576	-	-	249,576
24	Total Municipal Operators	32.7266%	100.0000%	27,713,988	1,214,306	4,122,919	9,085,327	4,756,127	4,260,966	51,153,632
25	**Total**	**32.7266%**	**100.0000%**	**$ 27,713,988**	**$ 1,214,306**	**$ 16,403,069**	**$ 9,085,327**	**$ 4,756,127**	**$ 17,625,634**	**$ 77,854,655**

26	Last Year	$ 26,906,784		$ 8,820,706	$ 4,617,599	$ 17,112,266
27	% Increase	3.00%		3.00%	3.00%	3.00%
28	Current Year	**$ 27,713,988**		**$ 9,085,327**	**$ 4,756,127**	**$ 17,625,634**

Note:

(1) Allocated as part of FAP to Commerce as compensation for having zero passenger revenues.

(2) The LCTOP funds of Antelope Valley, Santa Clarita, Burbank, and Glendale, totaling $1,056,205, are set to be swapped with Metro's "Foothill Mitigation" fund / Prop A Discretionary GOI fund.

Measure R 20% Bus Operations and Capital Allocations

FISCAL YEAR 2025

MEASURE R 20% BUS OPERATIONS AND CAPITAL ALLOCATIONS

	Operators	20% Bus Operations			Clean Fuel Bus Capital Facilities and Rolling Stock Fund [1]	
		Proposition A Base Share %	MR Percentage Share	Bus Operations Allocation	Federal Section 5307 Capital Allocation Formula Share	$ Allocation
	Included Operators:					
1	Metro Bus Operations	74.4438%	69.4630%	$ 173,538,098	64.8516%	$ -
2	Arcadia	0.0810%	0.0755%	188,745	0.1678%	-
3	Claremont	0.0263%	0.0245%	61,305	0.0189%	-
4	Commerce	0.1298%	0.1211%	302,588	0.3959%	-
5	Culver City [2]	1.3836%	1.2911%	3,225,461	0.9234%	-
6	Foothill Transit [3]	6.4656%	6.0330%	15,072,142	9.0122%	-
7	Gardena	1.3617%	1.2706%	3,174,379	1.0491%	-
8	La Mirada	0.0218%	0.0204%	50,882	0.0682%	-
9	Long Beach	6.2686%	5.8492%	14,612,930	6.5832%	-
10	Montebello	2.1059%	1.9650%	4,909,094	1.5592%	-
11	Norwalk	0.7849%	0.7323%	1,829,614	0.6988%	-
12	Redondo Beach DR	0.0170%	0.0159%	39,634	0.3431%	-
13	Redondo Beach MB	0.1465%	0.1367%	341,456		
14	Santa Monica	5.2013%	4.8533%	12,124,894	4.1921%	-
15	Torrance	1.5622%	1.4577%	3,641,692	1.2708%	-
	Eligible Operators:					
16	Antelope Valley	1.6799%	1.5675%	3,916,140	2.1827%	-
17	Santa Clarita	1.0061%	0.9388%	2,345,362	1.9290%	-
18	LADOT Local	2.4727%	2.3073%	5,764,274	4.7540%	-
19	LADOT Express	1.2636%	1.1791%	2,945,674		
20	Foothill BSCP (3)	0.7480%	0.6980%	1,743,740	-	-
21	Total Municipal Operators	32.7266%	30.5370%	76,290,006	35.1484%	-
22	**Total Funds Allocated**	**107.1704%**	**100.0000%**	**$ 249,828,104**	**100.0000%**	**$ -**

Notes:

(1) Clean Fuel Capital Facilities and Rolling Stock Funds of $10M will be allocated every even fiscal year.

(2) Allocated based on FY22 data.

(3) Foothill Transit Clean Fuel allocation includes the allocation for the Foothill BSCP.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

FISCAL YEAR 2025

MEASURE M 20% TRANSIT OPERATIONS

(Metro and Municipal Providers)

	Operators	Measure M Percentage Share [1]	$ Allocation
	Included Operators:		
1	Metro Bus Operations	69.4630%	$ 172,865,983
2	Arcadia	0.0755%	188,014
3	Claremont	0.0245%	61,068
4	Commerce	0.1211%	301,416
5	Culver City [2]	1.2911%	3,212,969
6	Foothill Transit	6.0330%	15,013,767
7	Gardena	1.2706%	3,162,084
8	La Mirada	0.0204%	50,685
9	Long Beach	5.8492%	14,556,334
10	Montebello	1.9650%	4,890,081
11	Norwalk	0.7323%	1,822,528
12	Redondo Beach DR	0.0159%	39,480
13	Redondo Beach MB	0.1367%	340,134
14	Santa Monica	4.8533%	12,077,934
15	Torrance	1.4577%	3,627,588
	Eligible Operators:		
16	Antelope Valley	1.5675%	3,900,972
17	Santa Clarita	0.9388%	2,336,279
18	LADOT Local	2.3073%	5,741,949
19	LADOT Express	1.1791%	2,934,265
20	Foothill BSCP	0.6980%	1,736,987
21	Total Municipal Operators	30.5370%	75,994,534
22	**Total Funds Allocated**	**100.0000%**	**$ 248,860,518**

Notes:

(1) Metro adheres to the Measure R allocation methodology for Measure M 20% fund allocations.

(2) Allocated based on FY22 data.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

Senate Bill 1

FISCAL YEAR 2025

Senate Bill 1 - Road Repair and Accountability Act of 2017

	Operators	Measure R % Share (1)	State Transit Assistance	State of Good Repair (2)	Total
	Included Operators:				
1	Metro Bus Operations	69.4630%	$ 63,179,349	$ 15,856,136	$ 79,035,485
2	Arcadia	0.0755%	68,716	17,246	85,961
3	Claremont	0.0245%	22,319	5,601	27,921
4	Commerce	0.1211%	110,162	27,647	137,809
5	Culver City	1.2911%	1,174,281	294,710	1,468,991
6	Foothill Transit	6.0330%	5,487,257	1,377,138	6,864,395
7	Gardena	1.2706%	1,155,684	290,042	1,445,726
8	La Mirada	0.0204%	18,524	4,649	23,173
9	Long Beach	5.8492%	5,320,073	1,335,180	6,655,254
10	Montebello	1.9650%	1,787,235	448,543	2,235,778
11	Norwalk	0.7323%	666,101	167,171	833,272
12	Redondo Beach DR	0.0159%	14,429	3,621	18,051
13	Redondo Beach MB	0.1367%	124,313	31,199	155,511
14	Santa Monica	4.8533%	4,414,264	1,107,849	5,522,112
15	Torrance	1.4577%	1,325,817	332,741	1,658,557
	Eligible Operators:				
16	Antelope Valley	1.5675%	1,425,734	357,817	1,783,551
17	Santa Clarita	0.9388%	853,867	214,295	1,068,162
18	LADOT Local	2.3073%	2,098,577	526,680	2,625,258
19	LADOT Express	1.1791%	1,072,420	269,146	1,341,566
20	Foothill BSCP	0.6980%	634,837	159,325	794,162
21	Total Municipal Operators	30.5370%	27,774,610	6,970,600	34,745,210
22	County of Los Angeles		-	71,741	71,741
23	**Total Funds Allocated**	**100.0000%**	**$ 90,953,959**	**$ 22,898,478**	**$ 113,852,436**

Notes:

(1) The STA and SGR portions of SB1 fund will be distributed based on Measure R allocation methodology.
(2) Preliminary estimates. Subject to the submittal of eligible projects.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)

Fund Exchange between LA County Transit Operators & Metro

	Operators	LCTOP Share [1]	TDA 4 Fund Exchange [2]	Prop A GOI / Prop C 40% Fund Exchange [3]	Net Funds Available [1]
1	**Metro Bus Ops.**		**$ (3,566,564)**	**$ (1,056,205)**	**$ (4,622,769)**
2	Antelope Valley	$ (368,054)		368,054	-
3	Arcadia	(29,100)	29,100		-
4	Claremont	(8,261)	8,261		-
5	Commerce	(76,695)	76,695		-
6	Culver City	(276,645)	276,645		-
7	Foothill Transit	-	-		-
8	Gardena	(249,371)	249,371		-
9	La Mirada	(15,837)	15,837		-
10	Long Beach	(1,096,222)	1,096,222		-
11	Montebello	(363,887)	363,887		-
12	Norwalk	(166,370)	166,370		-
13	Redondo Beach	(52,611)	52,611		-
14	Santa Clarita	(470,960)		470,960	-
15	Santa Monica	(860,870)	860,870		-
16	Torrance	(370,695)	370,695		-
17	**Tier Two Operators**				
18	Burbank	(68,260)		68,260	-
19	Glendale	(148,931)		148,931	-
20	Pasadena	-		-	-
21	**TOTAL**	**$ (4,622,769)**	**$ -**	**$ -**	**$ (4,622,769)**

Note:

(1) Estimated - To be adjusted based on actual allocations.

(2) Included Operators' share of LCTOP fund will be exchanged with Metro's TDA Article 4 allocation.

(3) LCTOP fund will be exchanged with Metro's "Foothill Mitigation Fund" share. Metro will allocate Proposition A Discretionary (95% of 40%) GOI fund to these operators.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

TIER 2 OPERATORS ESTIMATED FUNDING LEVELS

	Operators	Vehicle Service Miles FY23 data	Passenger Revenue	Base Fare	Fare Units (1)	50% VSM + 50% Fare Units	% Share
1	LADOT Community Dash	3,682,892	$ 1,825	$ 0.50	**16,808,232**	10,245,562	5.0258%
2	Glendale	790,633	456,162	1.00	**2,187,836**	1,489,235	0.7305%
3	Pasadena	656,127	478,366	0.75	637,821	646,974	0.3174%
4	Burbank	271,752	119,589	1.00	119,589	195,671	0.0960%
5	Sub-Total	5,401,404	1,055,942		19,753,478	12,577,441	6.1697%
6	Included and Eligible Operators	103,655,770	121,152,394		75,583,627	191,280,597	93.8303%
7	Total	109,057,174	$ 122,208,336		95,337,105	203,858,038	100.0000%

		% Share	TDA Article 4 + Interest	STA + Interest	Proposition A 95% of 40% Discretionary	Total
8	Funds Allocated to Included Operators		$ 535,884,080	$ 111,892,986	$ 287,721,591	$ 935,498,658
	Formula Equivalent Calculation					
9	LADOT Community Dash	5.0258%	$ 26,932,632	$ 5,623,553	$ 14,460,403	$ 47,016,589
10	Glendale	0.7305%	3,914,769	817,407	2,101,879	6,834,054
11	Pasadena	0.3174%	1,700,709	355,109	913,128	2,968,946
12	Burbank	0.0960%	514,361	107,399	276,166	897,926
13	Total	6.1697%	$ 33,062,471	$ 6,903,468	$ 17,751,576	$ 57,717,515

	Funds Allocated to Tier 2 Operators	**14.63% (2)**				**MTA Allocations (3)**	**LCTOP fund Exchange (4)**	**FY25 Total Funds Available**
	Actual Allocation							
14	LADOT Community Dash		$ 3,941,144	$ 822,914	$ 2,116,040	$ 6,880,097	$ -	**$ 6,880,097**
15	Glendale		572,861	119,614	307,575	1,000,050	148,931	**1,148,981**
16	Pasadena		248,870	51,964	133,621	434,456	-	**434,456**
17	Burbank		75,268	15,716	40,412	131,397	68,260	**199,657**
18	**Total**		**$ 4,838,144**	**$ 1,010,208**	**$ 2,597,648**	**$ 8,446,000**	**$ 217,191**	**$ 8,663,191**

	Prop A Incentive Allocation (5)	**Before Tier 2 GOI Allocation**	**GOI Allocation Deduction**	**Net Prop A Incentive Allocation**
19	LADOT Community Dash	$ 2,428,322	$ (355,345)	**$ 2,072,977**
20	Glendale	497,395	(72,785)	**424,609**
21	Pasadena	383,173	(56,071)	**327,102**
22	Burbank	122,809	(17,971)	**104,838**
23	**Total**	**$ 3,431,698**	**$ (502,172)**	**$ 2,929,526**

Notes:

(1) Funding Stability Policy is applied on LADOT and Glendale Fare Units.

(2) This percentage is applied as a deduction from Tier 2 Operators' Incentive Program allocations.

(3) The Board has approved an increase in the funding cap for Tier II operators for FY24, raising it from $6 million to $8.2 million. This will be followed by annual adjustments based on the Consumer Price Index (CPI). For FY25, the allocation has risen to $8,446,000, reflecting an estimated CPI increase of 3.0%.

(4) Burbank and Glendale's LCTOP fund will be exchanged with Metro's "Foothill Mitigation" Fund. Metro will allocate Prop A Discretionary (95% of 40%) GOI funds to these operators.

(5) Estimated - to be Adjusted to Actual apportionment.

II. LOCAL SUBSIDIES

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS

	PRIORITY I: EXISTING SUB-REGIONAL PARATRANSIT PROJECTS [1]	Total Allocation
1	Agoura Hills	$ 55,423
2	Antelope Valley, Elderly & Disabled	785,233
3	Culver City Community Transit and LA County	99,824
4	Gardena, Hawthorne and LA County	157,788
5	Glendale Paratransit and La Canada Flintridge	247,161
6	Inglewood Transit and LA County	256,462
7	LA County (Whittier et al)	205,166
8	LA County (Willowbrook)	72,762
9	Los Angeles Taxi & Lift Van, City Ride [2]	487,782
10	Los Angeles Dial-a-Ride, City Ride [2]	1,865,908
11	Monrovia D.A.R. and LA County	116,699
12	Palos Verdes PTA D.A.R.	33,168
13	Palos Verdes PTA - PV Transit	563,974
14	Pasadena Community Transit, San Marino and LA County	564,521
15	Pomona Valley TA - E&D (Get About)	911,868
16	Pomona Valley TA General Public (VC)	48,163
17	Santa Clarita D.A.R.	1,465,155
18	West Hollywood (DAR)	213,174
19	Whittier (DAR)	448,143
20	TOTAL EXISTING SUB-REGIONAL PARATRANSIT PROJECTS	$ 8,598,372
	PRIORITY II: SERVICES THAT RECEIVE GROWTH OVER INFLATION (IF PROP A DISC. CANNOT FULLY FUND THESE SYSTEMS)	
21	City of L.A. - Bus Service Continuation Project/DASH/Central City Shuttle	$ -
22	Santa Clarita - Local Fixed Route	-
23	Antelope Valley - Local Fixed Route	-
24	Foothill - Bus Service Continuation Project	-
25	**(IF PROP A DISC. CANNOT FULLY FUND THESE**	$ -
26	**PRIORITY III: APPROVED EXISTING EXPANDED PARATRANSIT**	$ -
27	**PRIORITY IV: APPROVED NEW EXPANDED PARATRANSIT SERVICES**	$ -

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS (Continued)

(In Order of Priority)

	Priority V: VOLUNTARY NTD DATA REPORTING (Estimated - to be Adjusted to Actual apportionment) FY23 NTD Report Year	Estimate	Tier 2 Deduction	Total Allocation
28	City of Alhambra (MB and DR)	$ 146,594		**$ 146,594**
29	City of Artesia (DR)	2,679		**2,679**
30	City of Azusa (DR)	32,074		**32,074**
31	City of Baldwin Park (MB and DR)	119,591		**119,591**
32	City of Bell (MB, DR and DT)	28,209		**28,209**
33	City of Bell Gardens (MB and DR)	69,744		**69,744**
34	City of Bellflower (MB and DR)	49,002		**49,002**
35	City of Burbank (MB)* (2)	122,809	(17,971)	**104,838**
36	City of Calabasas (MB and DR)	51,130		**51,130**
37	City of Carson (MB, DR and DT)	56,698		**56,698**
38	City of Cerritos (MB and DR)	79,226		**79,226**
39	City of Compton (MB and DR)	102,345		**102,345**
40	City of Covina (DR)	26,919		**26,919**
41	City of Cudahy (MB and DR)	25,047		**25,047**
42	City of Downey (MB and DR)	80,378		**80,378**
43	City of Duarte (MB)	-		**-**
44	City of El Monte (MB and DR)	135,616		**135,616**
45	City of Glendora (MB and DR)	45,641		**45,641**
46	City of Glendale (MB)* (2)	497,395	(72,785)	**424,609**
47	City of Huntington Park (MB)	157,801		**157,801**
48	City of Los Angeles -- Community DASH* (MB) (2)	2,428,322	(355,345)	**2,072,977**
49	City of Los Angeles -- Department of Aging (DR) (2)	135,632		**135,632**
50	LA County Dept. of Public Works -- Avocado Heights (MB)	22,335		**22,335**
51	LA County Dept. of Public Works -- East Valinda (MB)	25,119		**25,119**
52	LA County Dept. of Public Works -- East LA (MB and DR)	142,942		**142,942**
53	LA County Dept. of Public Works -- Willowbrook (MB)	39,848		**39,848**
54	LA County Dept. of Public Works -- King Medical (MB)	19,094		**19,094**
55	LA County Dept. of Public Works -- Athens (MB)	20,985		**20,985**
56	LA County Dept. of Public Works -- Lennnox (MB)	15,731		**15,731**
57	LA County Dept. of Public Works -- South Whittier (MB)	104,598		**104,598**
58	LA County Dept. of Public Works -- Florance/Firestone (MB)	33,021		**33,021**
59	City of Lakewood (DR)	30,830		**30,830**
60	City of Lawndale (MB)	-		**-**
61	City of Lynwood (MB)	80,140		**80,140**
62	City of Malibu (DT)	1,571		**1,571**
63	City of Manhattan Beach (DR)	13,501		**13,501**
64	City of Maywood (MB and DR)	26,986		**26,986**
65	City of Monterey Park (MB and DR)	80,420		**80,420**
66	City of Pasadena (MB)*	383,173	(56,071)	**327,102**
67	City of Pico Rivera (DR)	9,701		**9,701**
68	City of Rosemead (MB and DR)	79,247		**79,247**
69	City of Santa fe Springs (DR)	8,354		**8,354**
70	City of South Gate (DT and MB)	131,024		**131,024**
71	City of South Pasadena (DR)	15,456		**15,456**
72	City of West Covina (MB and DR)	105,987		**105,987**
73	City of West Hollywood (MB)	65,379		**65,379**
74	**TOTAL VOLUNTARY NTD DATA REPORTING**	**$ 5,848,293**	**$ (502,172)**	**$ 5,346,121**

PROPOSITION A 5% OF 40% DISCRETIONARY PROGRAMS (Continued)

(In Order of Priority)

	PRIORITY VI: SPECIAL DEMONSTRATION PROJECTS	Total Allocation
75	Avalon Ferry Subsidy (3)	$ 800,000
76	Avalon Transit Services (Jitney and Dial-a-Ride) (3)	200,000
77	Hollywood Bowl Shuttle Service	1,057,000
78	TOTAL SPECIAL DEMONSTRATION PROJECTS	$ 2,057,000
79	Total funds	$ 16,001,493
80	Reserves for contingencies (4)	7,470,685
81	**TOTAL ESTIMATED REVENUE**	**$ 23,472,178**
82	Surplus (Deficit)	$ 1,337,139

NOTES:

(1) Priority I allocations are receiving 25% of their FY23 operating costs for pandemic recovery per Alliance request and LTSS approval.

(2) Tier 2 Operators' share have been reduced by % of GOI Funding per Tier 2 Operators Funding Program.

(3) Avalon's subsidy total remains unchanged. The City has requested that Metro adjust the Ferry and Land Transit subsidy from a $7K/$3K split to an $8K/$2K split, reflecting the increase in ferry fares.

(4) These funds are held in reserve for future contingency purposes such as deficit years, growth over inflation, approved new or existing expanded paratransit services, and new NTD reporters.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

LOCAL RETURN

& TDA Article 3 & 8

	LOCAL JURISDICTION	Population DOF Report 2023 data [1]	Population as % of County	Proposition A Local Return Estimate [2]	Proposition C Local Return Estimate [2]	Measure R Local Return Estimate [2]	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H) Population	TDA Article 8 (S & H) Article 8 Allocation	Total
1	AGOURA HILLS	19,770	0.2025%	$ 556,064	$ 461,240	$ 345,930	$ 392,054	$ 20,309		$ -	**$ 1,775,597**
2	ALHAMBRA	81,303	0.8329%	2,286,780	1,896,824	1,422,618	1,612,300	83,491			**7,302,013**
3	ARCADIA	55,503	0.5686%	1,561,113	1,294,902	971,176	1,100,667	57,000			**4,984,857**
4	ARTESIA	16,093	0.1649%	452,642	375,455	281,591	319,136	16,533			**1,445,357**
5	AVALON	3,351	0.0343%	94,252	78,180	58,635	66,453	5,000	3,351	202,757	**505,277**
6	AZUSA	49,483	0.5069%	1,391,790	1,154,453	865,840	981,285	50,818			**4,444,187**
7	BALDWIN PARK	70,368	0.7209%	1,979,215	1,641,707	1,231,280	1,395,451	72,263			**6,319,916**
8	BELL	33,370	0.3419%	938,586	778,532	583,899	661,752	34,273			**2,997,043**
9	BELLFLOWER	76,924	0.7881%	2,163,613	1,794,660	1,345,995	1,525,461	78,995			**6,908,725**
10	BELL GARDENS	38,447	0.3939%	1,081,385	896,980	672,735	762,433	39,486			**3,453,020**
11	BEVERLY HILLS	31,658	0.3243%	890,433	738,591	553,943	627,802	32,515			**2,843,284**
12	BRADBURY	889	0.0091%	25,005	20,741	15,555	17,630	5,000			**83,930**
13	BURBANK	104,535	1.0709%	2,940,218	2,438,833	1,829,125	2,073,008	107,346			**9,388,530**
14	CALABASAS	22,808	0.2337%	641,512	532,118	399,088	452,300	23,428			**2,048,446**
15	CARSON	92,186	0.9444%	2,592,882	2,150,727	1,613,046	1,828,118	94,666			**8,279,439**
16	CERRITOS	47,887	0.4906%	1,346,900	1,117,218	837,914	949,636	49,179			**4,300,847**
17	CLAREMONT	36,759	0.3766%	1,033,907	857,599	643,199	728,959	37,753			**3,301,417**
18	COMMERCE	12,036	0.1233%	338,532	280,804	210,603	238,683	12,367			**1,080,989**
19	COMPTON	93,719	0.9601%	2,636,000	2,186,493	1,639,870	1,858,519	96,240			**8,417,121**
20	COVINA	50,350	0.5158%	1,416,176	1,174,681	881,011	998,479	51,708			**4,522,055**
21	CUDAHY	22,270	0.2281%	626,380	519,566	389,674	441,631	22,876			**2,000,127**
22	CULVER CITY	39,682	0.4065%	1,116,121	925,793	694,345	786,924	40,754			**3,563,938**
23	DIAMOND BAR	53,381	0.5469%	1,501,428	1,245,395	934,046	1,058,586	54,821			**4,794,276**
24	DOWNEY	111,261	1.1398%	3,129,398	2,595,753	1,946,815	2,206,390	114,252			**9,992,608**
25	DUARTE	22,796	0.2335%	641,175	531,838	398,878	452,062	23,416			**2,047,368**
26	EL MONTE	106,377	1.0898%	2,992,027	2,481,808	1,861,356	2,109,537	109,237			**9,553,965**
27	EL SEGUNDO	16,928	0.1734%	476,128	394,935	296,202	335,695	17,391			**1,520,350**
28	GARDENA	59,809	0.6127%	1,682,226	1,395,362	1,046,522	1,186,058	61,421			**5,371,589**
29	GLENDALE	191,284	1.9596%	5,380,175	4,462,714	3,347,035	3,793,307	196,420			**17,179,652**
30	GLENDORA	51,159	0.5241%	1,438,931	1,193,555	895,166	1,014,522	52,539			**4,594,713**
31	HAWAIIAN GARDENS	13,546	0.1388%	381,003	316,032	237,024	268,627	13,918			**1,216,605**
32	HAWTHORNE	85,702	0.8780%	2,410,509	1,999,454	1,499,590	1,699,536	88,008			**7,697,097**
33	HERMOSA BEACH	19,018	0.1948%	534,912	443,696	332,772	377,141	19,537			**1,708,058**
34	HIDDEN HILLS	1,731	0.0177%	48,687	40,385	30,289	34,327	5,000			**158,688**
35	HUNTINGTON PARK	53,281	0.5458%	1,498,615	1,243,062	932,296	1,056,603	54,718			**4,785,294**

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

LOCAL RETURN

& TDA Article 3 & 8 (Continued)

	LOCAL JURISDICTION	Population DOF Report 2023 data [1]	Population as % of County	Proposition A Local Return Estimate [2]	Proposition C Local Return Estimate [2]	Measure R Local Return Estimate [2]	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H) Population	TDA Article 8 (S & H) Article 8 Allocation	Total
36	INDUSTRY (B)	427	0.0044%	12,010	9,962	7,472	8,468	-			**37,911**
37	INGLEWOOD	106,248	1.0885%	2,988,399	2,478,798	1,859,099	2,106,978	109,105			**9,542,379**
38	IRWINDALE	1,483	0.0152%	41,712	34,599	25,949	29,409	5,000			**136,669**
39	LA CANADA-FLINTRIDGE	19,930	0.2042%	560,564	464,973	348,730	395,227	20,473			**1,789,967**
40	LA HABRA HEIGHTS	5,505	0.0564%	154,837	128,433	96,325	109,168	5,661			**494,425**
41	LAKEWOOD	80,154	0.8211%	2,254,462	1,870,017	1,402,513	1,589,515	82,311			**7,198,818**
42	LA MIRADA	47,899	0.4907%	1,347,238	1,117,498	838,124	949,874	49,192			**4,301,925**
43	LANCASTER	173,376	1.7762%	4,876,484	4,044,915	3,033,686	3,438,178	178,032	173,376	10,490,346	**26,061,641**
44	LA PUENTE	37,356	0.3827%	1,050,699	871,527	653,645	740,798	38,366			**3,355,035**
45	LA VERNE	32,056	0.3284%	901,627	747,876	560,907	635,695	32,924			**2,879,030**
46	LAWNDALE	30,882	0.3164%	868,607	720,486	540,365	612,413	31,719			**2,773,590**
47	LOMITA	20,092	0.2058%	565,120	468,752	351,564	398,440	20,639			**1,804,516**
48	LONG BEACH	458,222	4.6943%	12,888,243	10,690,459	8,017,844	9,086,890	470,513			**41,153,949**
49	LOS ANGELES CITY	3,766,109	38.5824%	105,927,977	87,864,469	65,898,352	74,684,799	4,397,690			**338,773,287**
50	LYNWOOD	66,228	0.6785%	1,862,771	1,545,119	1,158,840	1,313,351	68,012			**5,948,093**
51	MALIBU	10,512	0.1077%	295,667	245,248	183,936	208,461	10,803			**944,115**
52	MANHATTAN BEACH	34,284	0.3512%	964,294	799,856	599,892	679,878	35,212			**3,079,131**
53	MAYWOOD	24,546	0.2515%	690,396	572,666	429,499	486,766	25,213			**2,204,540**
54	MONROVIA	37,539	0.3846%	1,055,846	875,796	656,847	744,427	38,554			**3,371,470**
55	MONTEBELLO	61,645	0.6315%	1,733,866	1,438,197	1,078,647	1,222,467	63,306			**5,536,484**
56	MONTEREY PARK	59,288	0.6074%	1,667,572	1,383,207	1,037,405	1,175,726	60,886			**5,324,796**
57	NORWALK	101,153	1.0363%	2,845,094	2,359,930	1,769,948	2,005,941	103,873			**9,084,785**
58	PALMDALE	165,917	1.6998%	4,666,687	3,870,894	2,903,171	3,290,260	170,373	165,917	10,039,029	**24,940,414**
59	PALOS VERDES ESTATE	12,935	0.1325%	363,818	301,777	226,333	256,511	13,290			**1,161,730**
60	PARAMOUNT	52,178	0.5345%	1,467,592	1,217,329	912,996	1,034,729	53,585			**4,686,231**
61	PASADENA	136,988	1.4034%	3,853,012	3,195,972	2,396,979	2,716,576	140,669			**12,303,207**
62	PICO RIVERA	60,975	0.6247%	1,715,022	1,422,565	1,066,924	1,209,181	62,618			**5,476,310**
63	POMONA	149,721	1.5338%	4,211,148	3,493,036	2,619,777	2,969,081	153,743			**13,446,786**
64	RANCHO PALOS VERDES	41,030	0.4203%	1,154,036	957,242	717,932	813,656	42,139			**3,685,005**
65	REDONDO BEACH	68,407	0.7008%	1,924,059	1,595,956	1,196,967	1,356,563	70,249			**6,143,794**
66	ROLLING HILLS	1,669	0.0171%	46,943	38,938	29,204	33,098	5,000			**153,183**
67	ROLLING HILLS ESTATES	8,446	0.0865%	237,558	197,048	147,786	167,491	8,681			**758,563**
68	ROSEMEAD	50,022	0.5125%	1,406,951	1,167,028	875,271	991,974	51,372			**4,492,596**
69	SAN DIMAS	34,079	0.3491%	958,528	795,073	596,305	675,812	35,001			**3,060,720**
70	SAN FERNANDO	23,487	0.2406%	660,610	547,959	410,969	465,765	24,125			**2,109,429**

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

LOCAL RETURN

& TDA Article 3 & 8 (Continued)

	LOCAL JURISDICTION	Population DOF Report 2023 data [1]	Population as % of County	Proposition A Local Return Estimate [2]	Proposition C Local Return Estimate [2]	Measure R Local Return Estimate [2]	Measure M Local Return Estimate	TDA Article 3 Ped & Bike (A)	TDA Article 8 (S & H) Population	TDA Article 8 (S & H) Article 8 Allocation	Total
71	SAN GABRIEL	38,466	0.3941%	1,081,919	897,423	673,068	762,810	39,506			**3,454,726**
72	SAN MARINO	12,206	0.1250%	343,314	284,770	213,577	242,054	12,542			**1,096,257**
73	SANTA CLARITA	230,659	2.3630%	6,487,662	5,381,345	4,036,009	4,574,143	236,851	230,659	13,956,331	**34,672,339**
74	SANTA FE SPRINGS	18,570	0.1902%	522,312	433,244	324,933	368,257	19,077			**1,667,822**
75	SANTA MONICA	91,720	0.9396%	2,579,775	2,139,856	1,604,892	1,818,877	94,187			**8,237,587**
76	SIERRA MADRE	10,821	0.1109%	304,358	252,457	189,343	214,589	11,120			**971,867**
77	SIGNAL HILL	11,431	0.1171%	321,516	266,689	200,017	226,685	11,746			**1,026,652**
78	SOUTH EL MONTE	19,461	0.1994%	547,372	454,031	340,523	385,926	19,991			**1,747,845**
79	SOUTH GATE	92,628	0.9489%	2,605,314	2,161,039	1,620,780	1,836,884	95,120			**8,319,136**
80	SOUTH PASADENA	26,273	0.2692%	738,971	612,957	459,718	521,014	26,986			**2,359,646**
81	TEMPLE CITY	35,813	0.3669%	1,007,299	835,528	626,646	710,199	36,782			**3,216,454**
82	TORRANCE	143,057	1.4656%	4,023,712	3,337,563	2,503,173	2,836,929	146,900			**12,848,277**
83	VERNON	205	0.0021%	5,766	4,783	3,587	4,065	5,000			**23,201**
84	WALNUT	27,553	0.2823%	774,973	642,820	482,115	546,397	28,300			**2,474,605**
85	WEST COVINA	107,893	1.1053%	3,034,667	2,517,177	1,887,882	2,139,600	110,794			**9,690,120**
86	WEST HOLLYWOOD	34,793	0.3564%	978,610	811,731	608,798	689,972	35,734			**3,124,846**
87	WESTLAKE VILLAGE	7,919	0.0811%	222,735	184,753	138,565	157,040	8,140			**711,232**
88	WHITTIER	87,291	0.8943%	2,455,202	2,036,526	1,527,394	1,731,047	89,640			**7,839,808**
89	UNINCORP LA COUNTY	997,999	10.2241%	28,070,355	23,283,620	17,462,715	19,791,077	2,262,877	136,022	8,230,193	**99,100,837**
90	**TOTAL**	**9,761,210**	**100.0000%**	**$ 274,550,000**	**$ 227,732,000**	**$ 170,799,000**	**$ 193,572,200**	**$ 11,812,301**	**709,325**	**$42,918,656**	**$ 921,384,156**

NOTES:

(1) Population estimates are based on State of California Department of Finance's (DOF) 2023 population estimates. The Unincorporated Population figure for TDA Article 8 is based on 2007 estimates by Urban Research.

(2) Proposition A, Proposition C, Measure R and Measure M Local Return funds are allocated their share of estimated revenues (minus administration) without carryover since payments are made based on actual revenues received.

TDA Article 3 Allocation:

(A) 15% of the estimated revenue is first awarded to the City of Los Angeles and Los Angeles County (30%-70% split) as Supplemental Allocation.

(B) City of Industry has opted out of the TDA Article 3 program indefinitely.

III. BUS TRANSIT SUBSIDIES

Federal Formula Grants

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

FEDERAL FORMULA GRANTS REVENUE ESTIMATES [(1),(2)]

Los Angeles County Share of Los Angeles-Long Beach-Anaheim UZA

1	**Section 5307 Urbanized Area Formula Grants:**			
	Estimated Revenue			**$ 317,393,172**
2		Estimated Revenue	$ 317,393,172	
		Off the Top:		
3		1% Enhancement Allocation	(3,173,932)	
4			$ 314,219,240	
5		85% Formula Allocation	$ 267,086,354	
6		Allocated to LTSS	$ -	
7		Allocated to Munis	$ 267,086,354	
8		15% Discretionary Allocation	47,132,886	
9			$ 314,219,240	
	Section 5339 Bus and Bus Facilities Formula Grants:			
10	**Estimated Revenue**			**$ 24,345,031**
	Section 5337 State of Good Repair (LA County Share of LA UZA 2):			
	High Intensity Fixed Guideway:			
11	Directional Route Miles (DRM) Generated		$ 51,565,413	
12	Vehicle Revenue Miles (VRM) Generated		90,613,988	
13			**$ 142,179,401**	
	High Intensity Motorbus:			
14	Directional Route Miles (DRM) Generated		$ 3,862,677	
15	Vehicle Revenue Miles (VRM) Generated		5,455,677	
16			**$ 9,318,354**	
17	**Section 5337 State of Good Repair Total Estimated Revenue**			**$ 151,497,755**
18	**Total Federal Formula Funds Available**			**$ 493,235,958**

Note:
(1) Funding based on assumption of full Congressional authorization of the Infrastructure Investment and Jobs Act (IIJA).
(2) Fund allocations are based on FY23 TPM data.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

FEDERAL FORMULA GRANTS (Estimated - to be Adjusted to Actual apportionment) (1)

	Operators	Urbanized Formula Program (Section 5307)			Bus & Bus Facilities (Section 5339)			State of Good Repair (Section 5337)			Total
		Allocation	Fund Exchanges	Adjusted Allocation	Allocation	Fund Exchange	Adjusted Allocation	Allocation	Fund Exchange	Adjusted Allocation	
	Included Operators:										
1	Metro Bus Operations	$ 201,123,335	$ (15,199,693)	$ 185,923,642	$ 16,327,166	$ 8,017,865	$ 24,345,031	$ 143,955,928	$ 7,541,829	$ 151,497,755	$ 361,766,428
	Municipal Operators:										
2	Arcadia	463,609	42,258	505,868	42,258	(42,258)	-	-	-	-	505,868
3	Claremont	52,208	4,759	56,966	4,759	(4,759)	-	-	-	-	56,966
4	Commerce	8,177,480	99,667	8,277,148	99,667	(99,667)	-	-	-	-	8,277,148
5	Culver City	2,550,547	232,483	2,783,030	232,483	(232,483)	-	-	-	-	2,783,030
6	Foothill Transit	31,786,747	8,309,183	40,095,930	2,268,937	(2,268,937)	-	6,040,247	(6,040,247)	-	40,095,930
7	Gardena	2,897,578	264,115	3,161,693	264,115	(264,115)	-	-	-	-	3,161,693
8	La Mirada	188,366	17,170	205,536	17,170	(17,170)	-	-	-	-	205,536
9	Long Beach	22,686,320	1,513,611	24,199,932	1,657,396	(1,657,396)	-	216,215	(216,215)	-	24,199,932
10	Montebello	4,306,635	392,552	4,699,186	392,552	(392,552)	-	-	-	-	4,699,186
11	Norwalk	6,141,008	175,934	6,316,942	175,934	(175,934)	-	-	-	-	6,316,942
12	Redondo Beach	947,788	86,391	1,034,180	86,391	(86,391)	-	-	-	-	1,034,180
13	Santa Monica	14,471,724	1,145,142	15,616,866	1,055,403	(1,055,403)	-	89,739	(89,739)	-	15,616,866
14	Torrance	3,509,982	319,936	3,829,919	319,936	(319,936)	-	-	-	-	3,829,919
15	Sub-Total	98,179,992	12,603,203	110,783,195	6,617,002	(6,617,002)	-	6,346,201	(6,346,201)	-	110,783,195
	Eligible Operators:										
16	Antelope Valley	237,945	21,689	259,633	21,689	(21,689)	-	-	-	-	259,633
17	LADOT	15,851,790	2,392,492	18,244,282	1,196,864	(1,196,864)	-	1,195,628	(1,195,628)	-	18,244,282
18	Santa Clarita	2,000,110	182,311	2,182,421	182,311	(182,311)	-	-	-	-	2,182,421
19	Foothill BSCP	-	-	-	-	-	-	-	-	-	-
20	Sub-Total	18,089,845	2,596,491	20,686,336	1,400,863	(1,400,863)		1,195,628	(1,195,628)	-	20,686,336
21	Total Excluding Metro	116,269,837	15,199,694	131,469,531	8,017,865	(8,017,865)	-	7,541,829	(7,541,829)	-	131,469,531
22	**Grand Total**	**$ 317,393,172**	**$ 1**	**$ 317,393,173**	**$ 24,345,031**	**$ -**	**$ 24,345,031**	**$ 151,497,755**	**$ -**	**$ 151,497,755**	**$ 493,235,959**

Note: Totals may not add due to rounding.
(1)Allocations are based on FY23 statistics.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

FEDERAL SECTION 5307 CAPITAL ALLOCATION

(Estimated - to be Adjusted to Actual apportionment)

	OPERATOR	LA UZA 2 NET FORMULA SHARE	85% FORMULA ALLOCATION	15% DISCRETIONARY ALLOCATION (1)		1% ENHANCEMENT ALLOCATION (1)		TOTAL	TDA Fund Exchange	S5339/S5337 Fund Exchange (2)	Total Funds Available
				Project Title	$ Amount	Project Title	$ Amount				
1	Antelope Valley	0.0891%	$ 237,945					$ 237,945		$ 21,689	$ 259,633
2	Arcadia	0.1736%	463,609					463,609		42,258	505,868
3	Claremont	0.0195%	52,208					52,208		4,759	56,966
4	Commerce	0.4094%	1,093,436	Zero-Emissions Bus Operations, Maintenance, and Administration Facility	$ 6,609,828	Bus Stop Amenities Improvement Project	$ 474,216	8,177,480		99,667	8,277,148
5	Culver City	0.9550%	2,550,547					2,550,547		232,483	2,783,030
6	Foothill Transit	9.3199%	24,892,226	24 Zero-Emission Replacement Buses	6,894,521			31,786,747		8,309,183	40,095,930
7	Gardena	1.0849%	2,897,578					2,897,578		264,115	3,161,693
8	LADOT	4.9163%	13,130,647	Electric Bus Charger Installation at Sylmar Yard	2,411,549	Bus Stop Solar Transit Pole System	309,595	15,851,790		2,392,492	18,244,282
9	La Mirada	0.0705%	188,366					188,366		17,170	205,536
10	Long Beach Transit	6.8079%	18,183,089	Long Beach Transit Fleet Replacement SCRTTC Allocation - Second of Three Years	3,143,232 360,000	Transit Gallery Improvement Project	1,000,000	22,686,320	(3) (360,000)	1,873,611	24,199,932
11	Montebello	1.6125%	4,306,635					4,306,635		392,552	4,699,186
12	Metro Bus Operations	67.0657%	179,123,335	Acquisition of Zero Emission Buses (ZEBs)	22,000,000			201,123,335	(3) 360,000	(15,559,693)	185,923,642
13	Norwalk	0.7227%	1,930,154	Replacement of 7 CNG Buses that will meet their useful lives	3,667,104	Bike & Ride Station Project	543,750	6,141,008		175,934	6,316,942
14	Redondo Beach	0.3549%	947,788					947,788		86,391	1,034,180
15	Santa Clarita	0.7489%	2,000,110					2,000,110		182,311	2,182,421
	Santa Monica	4.3352%	11,578,700	Replacement of 40-foot Buses	2,893,024			14,471,724		1,145,142	15,616,866
16	Torrance	1.3142%	3,509,982					3,509,982		319,936	3,829,919
17	**TOTAL**	**100.0000%**	**$ 267,086,354**		**$ 47,979,257**		**$ 2,327,561**	**$ 317,393,172**	**$ -**	**$ -**	**$ 317,393,173**

Notes: Total may not add due to rounding.

(1) The total of $846,371 remaining from 1% Enhancement Allocations has been added to the 15% Discretionary allocation funds, as approved by the BOS.

(2) Operators' share of Section 5337 and 5339 will be exchanged with Metro's share of Section 5307 allocation.

(3) Allocations for the Southern California Regional Transit Training Consortium (SCRTTC) will be facilitated by Long Beach Transit. These funds will be exchanged with Metro's TDA 4 allocation.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

FEDERAL SECTION 5337 - STATE OF GOOD REPAIR

(Estimated - to be Adjusted to Actual apportionment)

	LOS ANGELES COUNTY SHARE (UZA 2)	Directional Route Miles (DRM) Allocation			Vehicle Revenue Miles (VRM) Allocation			Total $ Allocation	Fund Exchange (1)	Net Funds Available (1)
		DRM	DRM%	DRM $Allocation	VRM	VRM%	VRM $Allocation			
	High Intensity Fixed Guideway:									
1	Metro (Including Metrolink)	506.0	99.783%	$ 51,453,557	25,453,596	98.769%	$ 89,498,238	$ 140,951,795	$ 1,227,608	$ 142,179,402
2	Long Beach Transit	0.5	0.099%	50,843	47,032	0.183%	165,371	216,215	(216,215)	-
3	Santa Monica	0.6	0.118%	61,012	8,170	0.032%	28,727	89,739	(89,739)	-
4	Foothill Transit	-	0.000%	-	262,121	1.017%	921,652	921,653	(921,653)	-
5	Sub-total	507.1	100.000%	51,565,413	25,770,919	100.000%	90,613,988	142,179,402	-	142,179,402
	High Intensity Motorbus:									
6	Foothill Transit	39.4	26.785%	1,034,599	1,528,527	74.858%	4,083,995	5,118,593	(5,118,593)	-
7	LADOT	35.1	23.861%	921,686	102,529	5.021%	273,942	1,195,628	(1,195,628)	-
8	Metro Bus Operations	72.6	49.354%	1,906,393	410,854	20.121%	1,097,740	3,004,133	6,314,220	9,318,353
9	Sub-total	147.1	100.00%	3,862,677	2,041,910	100.000%	5,455,677	9,318,353	-	9,318,353
10	**Total LA County Share - UZA 2**	**654.20**		**$ 55,428,090**	**27,812,829**	**200.000%**	**$ 96,069,665**	**$ 151,497,755**	**$ -**	**$ 151,497,755**

Note:

(1) Operators' share of Section 5337 will be exchanged with Metro's share of Section 5307 allocation.

FEDERAL SECTION 5339 - BUS AND BUS CAPITAL ALLOCATION

(Estimated - to be Adjusted to Actual apportionment)

	OPERATOR	LA UZA 2 NET FORMULA SHARE	Net Formula Share	Fund Exchange	Net Funds Available (1)
1	Antelope Valley	0.0891%	$ 21,689	$ (21,689)	$ -
2	Arcadia	0.1736%	42,258	(42,258)	-
3	Claremont	0.0195%	4,759	(4,759)	-
4	Commerce	0.4094%	99,667	(99,667)	-
5	Culver City	0.9550%	232,483	(232,483)	-
6	Foothill Transit	9.3199%	2,268,937	(2,268,937)	-
7	Gardena	1.0849%	264,115	(264,115)	-
8	LADOT	4.9163%	1,196,864	(1,196,864)	-
9	La Mirada	0.0705%	17,170	(17,170)	-
10	Long Beach	6.8079%	1,657,396	(1,657,396)	-
11	Montebello	1.6125%	392,552	(392,552)	-
12	Metro Bus Operations	67.0657%	16,327,166	8,017,865	24,345,031
13	Norwalk	0.7227%	175,934	(175,934)	-
14	Redondo Beach	0.3549%	86,391	(86,391)	-
15	Santa Clarita	0.7489%	182,311	(182,311)	-
16	Santa Monica	4.3352%	1,055,403	(1,055,403)	-
17	Torrance	1.3142%	319,936	(319,936)	-
18	**TOTAL**	**100.0000%**	**$ 24,345,031**	**$ -**	**$ 24,345,031**

Note:

(1) Operators' share of Section 5339 will be exchanged with Metro's share of Section 5307 allocation.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

CAPITAL ALLOCATION % SHARE CALCULATION

	OPERATOR	MILEAGE CALCULATION (FY23 data)				ACTIVE FLEET CALCULATION (FY23 data)						
		Local Vehicle Miles [Input]	Express Vehicle Miles [Input]	Total Miles Weighted 60% Local/ 40% Express	1/3 Weight	Active Fleet (1) [Input]	Peak Bus Fixed Route (2) [Input]	Allowable Peak Bus (Peak+20%)	DAR Seats (3) [Input]	Bus Eqvt. (44 Seats per Bus)	Total Active Vehicle	1/3 Weight
1	Antelope Valley	2,920,082	879,004	2,103,651	0.9494%	86	68	81.6	0	0.0	81.6	0.8367%
2	Arcadia DR	80,854	-	48,512	0.0219%	0	0	0.0	86	2.0	2.0	0.0200%
3	Arcadia MB	175,733	-	105,440	0.0476%	8	6	7.2	0	0.0	7.2	0.0738%
4	Claremont	21,284	-	12,770	0.0058%	0	0	0.0	50	1.1	1.1	0.0117%
5	Commerce	548,967	-	329,380	0.1487%	23	13	15.6	58	1.3	16.9	0.1735%
6	Culver City (4)	1,446,527	-	867,916	0.3917%	14	34	14.0	0	0.0	14.0	0.1435%
7	Foothill Transit	13,266,757	1,780,574	8,672,284	3.9140%	363	303	363.0	0	0.0	363.0	3.7220%
8	Gardena	1,214,284	-	728,570	0.3288%	52	25	30.0	55	1.3	31.3	0.3204%
9	LADOT	4,530,247	3,270,554	4,026,370	1.8172%	238	184	220.8	0	0.0	220.8	2.2639%
10	La Mirada	63,588	-	38,153	0.0172%	0	0	0.0	192	4.4	4.4	0.0447%
11	Long Beach	7,199,161	-	4,319,497	1.9495%	257	167	200.4	40	0.9	201.3	2.0641%
12	Montebello	1,807,261	42,366	1,101,303	0.4970%	71	44	52.8	40	0.9	53.7	0.5507%
13	Metro Bus Operations	72,934,371	5,310,913	45,884,988	20.7087%	2,059	1,605	1,926.0	0	0.0	1,926.0	19.7479%
14	Norwalk	993,350	-	596,010	0.2690%	34	20	24.0	0	0.0	24.0	0.2461%
15	Redondo Beach	477,707	-	286,624	0.1294%	14	14	14.0	75	1.7	15.7	0.1610%
16	Santa Clarita	1,756,235	750,476	1,353,931	0.6111%	83	66	79.2	0	0.0	79.2	0.8121%
17	Santa Monica	4,345,383	47,880	2,626,382	1.1853%	195	124	148.8	0	0.0	148.8	1.5257%
18	Torrance	1,003,896	383,827	755,868	0.3411%	64	49	58.8	54	1.2	60.0	0.6155%
19	**TOTAL**	**114,785,687**	**12,465,594**	**73,857,650**	**33.3333%**	**3,561**	**2,722**	**3,236.2**	**650**	**14.8**	**3,251.0**	**33.3333%**

Notes:
Include only MTA Funded Programs:
(1) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode MB), Number of Active Vehicles in Fleet". LADOT's total active vehicles is reported separately.
(2) Source: NTD Report Form S-10 "Service Non-Rail (Mode MB), Vehicles Operated in Annual Maximum Service". LADOT's figure is from TPM excluding Community Dash.
(3) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode DR), Seating Capacity". Redondo Beach's Seating Capacity is apportioned between FAP and non-FAP vehicles.
(4) FY22 data.

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

Federal Section 5307 Capital Allocation
FISCAL YEAR 2025

CAPITAL ALLOCATION % SHARE CALCULATION (Continued)

	OPERATOR	FARE UNITS (FY23 data)				UNLINKED PASSENGERS (FY23 data)		Gross Formula Share	Re-Allocate AVTA And Santa Clarita's Non-LA2 UZA Share	LA UZA 2 Net Formula Share
		Passenger Revenue [Input]	Base Fare $ [Input]	Fare Units	1/2 of 1/3 Weight	Unlinked Passengers [Input]	1/2 of 1/3 Weight			
1	Antelope Valley	$2,217,498	$ 1.50	1,478,332	0.3187%	1,245,216	0.0779%	2.1827%	-2.0936%	0.0891%
2	Arcadia DR	4,249	1.00	4,249	0.0009%	18,075	0.0011%	0.0440%	0.0015%	0.0455%
3	Arcadia MB	2,646	0.50	5,292	0.0011%	21,046	0.0013%	0.1239%	0.0042%	0.1281%
4	Claremont	10,455	2.50	4,182	0.0009%	9,356	0.0006%	0.0189%	0.0006%	0.0195%
5	Commerce (1)	-	-	210,431	0.0454%	453,890	0.0284%	0.3959%	0.0135%	0.4094%
6	Culver City (4)	1,142,579	1.00	1,142,579	0.2464%	2,267,843	0.1418%	0.9234%	0.0315%	0.9550%
7	Foothill Transit	8,020,698	2.00	4,010,349	0.8647%	8,181,484	0.5116%	9.0122%	0.3077%	9.3199%
8	Gardena	1,303,375	1.00	1,303,375	0.2810%	1,899,928	0.1188%	1.0491%	0.0358%	1.0849%
9	LADOT	1,047,311	1.50	698,207	0.1505%	8,352,044	0.5223%	4.7540%	0.1623%	4.9163%
10	La Mirada	20,863	1.00	20,863	0.0045%	27,805	0.0017%	0.0682%	0.0023%	0.0705%
11	Long Beach	8,805,512	1.25	7,044,410	1.5188%	16,803,005	1.0508%	6.5832%	0.2248%	6.8079%
12	Montebello	1,809,209	1.10	1,644,735	0.3546%	2,508,327	0.1569%	1.5592%	0.0532%	1.6125%
13	Metro Bus Operations	90,645,870	1.75	51,797,640	11.1681%	211,509,937	13.2268%	64.8516%	2.2141%	67.0657%
14	Norwalk	694,469	1.25	555,575	0.1198%	1,022,686	0.0640%	0.6988%	0.0239%	0.7227%
15	Redondo Beach	164,216	1.00	164,216	0.0354%	277,558	0.0174%	0.3431%	0.0117%	0.3549%
16	Santa Clarita	1,663,831	1.00	1,663,831	0.3587%	2,352,549	0.1471%	1.9290%	-1.1801%	0.7489%
17	Santa Monica	5,779,723	1.25	4,623,778	0.9969%	7,741,258	0.4841%	4.1921%	0.1431%	4.3352%
18	Torrance	927,819	1.00	927,819	0.2000%	1,824,957	0.1141%	1.2708%	0.0434%	1.3142%
19	**TOTAL**	**$124,260,323**		**77,299,864**	**16.6667%**	**266,516,964**	**16.6667%**	**100.0000%**	**0.0000%**	**100.0000%**

Note:
(1) Commerce Fare Units are calculated as follows: ((Total Fare Units w/out MTA and Commerce) / (Total Unlinked Passengers w/out MTA and Commerce)) * Commerce Unlinked Passengers.

FORM FFA10, SECTION 9 STATISTICS PASSENGER MILES IS USED TO CALCULATE AVTA AND SANTA CLARITA'S RE-ALLOCATION OF CAPITAL MONIES.

		ANTELOPE VALLEY			SANTA CLARITA		
		Passenger Miles	%	Re-Allocated Share	Passenger Miles	%	Re-Allocated Share
20	Non-LA 2 UZA (AV 123 for AVTA, AV 176 for Santa Clarita)	12,274,250	95.9184%	2.0936%	8,348,318	61.1782%	1.1801%
21	UZA number LA 2	522,303	4.0816%	0.0891%	5,297,581	38.8218%	0.7489%
22	Total	12,796,553	100.0000%	2.1827%	13,645,899	100.0000%	1.9290%

IV. METRO and MUNICIPAL OPERATORS' FUND EXCHANGE

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

FUND EXCHANGE BETWEEN LA COUNTY TRANSIT OPERATORS AND METRO

	Operators	Municipal Operators			Metro		
		LCTOP	Federal Section 5307	Federal Sections 5339/5337	TDA 4	PC 40% / Prop A GOI	Federal Section 5307
1	Metro Bus Operations	$ 4,622,769	$ 1,140,652	$ 15,559,693	$ (4,707,216)	$ (1,056,205)	$ (15,559,693)
	Municipal Operators:						
2	Arcadia	(29,100)	-	(42,258)	29,100		42,258
3	Claremont [(1)]	(8,261)	(780,652)	(4,759)	788,913		4,759
4	Commerce	(76,695)	-	(99,667)	76,695		99,667
5	Culver City	(276,645)	-	(232,483)	276,645		232,483
6	Foothill Transit	-	-	(8,309,183)	-		8,309,183
7	Gardena	(249,371)	-	(264,115)	249,371		264,115
8	LADOT	-	-	(2,392,492)			2,392,492
9	La Mirada	(15,837)	-	(17,170)	15,837		17,170
10	Long Beach Transit [(2)]	(1,096,222)	(360,000)	(1,873,611)	1,456,222		1,873,611
11	Montebello	(363,887)	-	(392,552)	363,887		392,552
12	Norwalk	(166,370)	-	(175,934)	166,370		175,934
13	Redondo Beach	(52,611)	-	(86,391)	52,611		86,391
14	Santa Monica	(860,870)	-	(1,145,142)	860,870		1,145,142
15	Torrance	(370,695)	-	(319,936)	370,695		319,936
16	Antelope Valley	(368,054)	-	(21,689)		368,054	21,689
17	Santa Clarita	(470,960)	-	(182,311)		470,960	182,311
18	Glendale	(148,931)	-	-		148,931	-
19	Pasadena	-	-	-	-		-
20	Burbank	(68,260)	-	-		68,260	-
21	Total	$ -	$ -	$ -	$ -	$ -	$ -

Notes:

(1) Claremont will exchange its 5307 grant funds, totaling $780,652 from FY19-FY23, for an equivalent value from Metro's TDA 4 funds allocated for FY25.

(2) Allocations for the Southern California Regional Transit Training Consortium (SCRTTC) will be facilitated by Long Beach Transit. These funds will be exchanged with Metro's TDA 4 allocation.

July 20, 2024

MEMO TO: BUS OPERATIONS SUBCOMMITTEE

FROM: Dr. Rufus E. Cayetano – Director, Budget; Local Programming

SUBJECT: FY 2024 TRANSPORTATION DEVELOPMENT ACT (LTF & STAF) CLAIM FORMS

Attached are the guidelines for preparing the Fiscal Year 2025 TDA claim forms for Local Transportation Funds (LTF - Article 4) and State Transportation Assistance Funds (STA - Article 6.5) to include SB1 STA and SB1 SGR.

Please call me at (213) 922-2379 if you need any help.

Attachment

FISCAL YEAR 2025

TRANSPORTATION DEVELOPMENT ACT PROGRAM
INSTRUCTIONS FOR PREPARING PUBLIC TRANSPORTATION CLAIMS

General Information

These guidelines pertain to claims filed for public transportation purposes under the following categories:

Local Transportation Fund (LTF)

Article 4, PUC Section 99260(a), for support of public transportation systems; and

State Transit Assistance Fund (STAF)

Article 6.5, PUC Section 99315, for operators, cities and counties eligible to receive Article 4, 4.5 or 8c in meeting public transportation needs.

When filling out claim forms, claimants should refer to sections of Caltrans' TDA Statutes and California Codes of Regulations, July 2018

When and Where to File

The attached claim forms are required to file claims for Local Transportation Funds and/or State Transit Assistance Funds as follows:

Local Transportation Funds (LTF)

Claimants in Los Angeles County should submit a claim with an original signature to the attention of Rufus E. Cayetano at Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza Los Angeles, CA 90012-2952 (Mail Stop 99-21-3), no later than September 30, 2024. Claims will be processed in the order in which they are received.

State Transit Assistance Funds (STAF)

Claimants should submit claim forms for STA funds to the address noted above.

ITEMS TO BE FILED

1. **STATEMENT OF ASSURANCES**

Each claim must include a copy of the "Standard Assurances for Applicants". Applicable paragraphs should be initialed and signed by the authorizing party.

2. **CLAIM FORM**

A claim form (Pages 1 and 2, LTF and STAF) is required for each request of Local Transportation Funds and State Transit Assistance Funds. Information should be provided as follows:

Claimant: Enter the name of the jurisdiction or transit operator filing the claim.

Contact Person: The name and phone number of the person to be contacted regarding information contained in the claim.

Date: Enter the month, day and year the claim is signed.

Payment Recipient: Enter the address and to whose attention the County Auditor should transmit payments.

Purpose: All TDA claims will be Article 4, PUC Section 99260(a). For STA claims, check the applicable regulation. Refer to Caltrans' TDA Statutes and California Codes of Regulations for appropriate statute or regulation.

Detail of Requested Payment: Enter the amounts requested for operating, capital, and capital reserves after completion of table 2.

Authorizing Signature: The claim must contain an original signature of the claimant's Chief Financial Officer or Chief Administrative Officer. Please include name and title. Enter the name of the jurisdiction or transit operator and the transit mode (e.g., fixed route, dial-a-ride) on each table.

3. **HISTORICAL AND PROJECTED FINANCIAL STATUS- TABLE L- 1**

These financial statements are applicable to LTF and STAF claims and must be included with all requests for funds.

All line items on the statements are consistent with the State Controller's Uniform System of Accounts for Public Transit Operators, and claimants should refer to the State Controller's system for definitions.

Figures entered in the "Audited" column (FY 2023) must correlate to the FY 2023 Fiscal and Compliance Audit figures. Figures for the "Actual" column must be an annualized estimate of FY 2024, based on claimant's records up to the time the statement is prepared, or upon audited figures for the claim year, if available.

INSTRUCTIONS FOR SELECTED LINE ITEMS ON TABLE 1 ARE LISTED BELOW. PLEASE NOTE THAT ALL CLAIMANTS ARE REQUIRED TO SUBMIT TABLE L-1 FOR EACH MODE OF TRANSIT SERVICE AND FOR THE SYSTEM TOTAL.

SOURCES OF FUNDS FOR CAPITAL: This part of Table L-1 depicts sources of funds made available for capital purposes only.

OPERATORS ARE NOT PERMITTED TO HOLD CAPITAL FUNDS IN THEIR OWN ACCOUNTS; ANY EXCESS ALLOCATIONS SHOULD BE RETURNED TO THE COUNTY AUDITOR AND REPROGRAMMED OR RE-RESERVED AS AUTHORIZED BY MTA. OPERATORS ARE REQUIRED TO MAINTAIN DETAILED ACCOUNTING BY PROGRAM YEAR FOR ALL CAPITAL PROJECTS.

TDA/STA CLAIM FORMS: Operators may apply TDA Art 4 funds to operating and/or capital. The amount of the allocation applied to operating should correspond with Payment from Unallocated - Operations (item #1 on the claim form). Item #2 is the amount that the operator requests to place in capital reserve from the current year's allocation and should correspond with the total capital funds reserved for future payment in Table 2. Item #3 is the Total FY 2025 fund mark and is the sum of #1 and #2.

TDA/STA CAPITAL ALLOCATION Table L-1: The top portion of this form represents the TDA/STA, Proposition A and C funds that the operator annually decides to allocate to capital. MTA administrative practice requires that all TDA capital funds be placed in reserve until the operator submits a written request to MTA for drawdown. Secondly, operators must meet the annual eligibility test to apply STA funds to operating, however they may apply these funds to capital projects for that year. The amount entered on Table L- 1 (Source of Capital Funds for TDA/STA) as the FY 2025 planned capital allocation, should correspond with the amount entered on line 2 of the TDA/STA Claim form and the amount reserved for future payment on Table 2. (sum of columns A &B). Only Prop A Discretionary funds that are carried over from a prior year are allowed to be applied to capital expenses.

TDA/STA TABLE 2. Operators are required to identify the capital projects that are to be reserved for payment in FY 2026 or future years. Enter the name of the capital project and the amount of the anticipated expenditure. This should also be supported with documentation in the operator's Short Range Transit Plan and Transit Improvement Program (TIP). Identify the planned expenditure in FY 2026 and the amount planned for expenditure in future years. **Prop A & C Discretionary Capital projects should be separately identified in the TIP sheet and Short Range Transit Plan.**

SB1 STA/SGR: The Road Repair and Accountability Act, Senate Bill (SB) 1 (Chapter 5, Statutes of 2017) provides additional STA Funds as well as the State of Good Repair (SGR) program that provides revenue for transit infrastructure repair and service improvements. These SB1 funds need to be shown on your claim form. Since SGR funds are to be used for capital expenditure, operators need to indicate these on applicable Table 2. The projects identified must be consistent with those that were approved by Caltrans for use of SB1 Funds.

SOURCES OF FUNDS FOR OPERATING:

SOURCES OF FUNDS FOR OPERATING: This part of Table L-1 depicts sources of funds made available for operating purposes only, some of which are explained below.

TDA CARRYOVER - PRIOR YEAR: This represents unspent TDA funds received in prior years for operations. Because Proposition A Discretionary funds are to be the last funds spent, this line should always be zero. ONLY CLAIMANTS WHO DID NOT RECEIVE PROPOSITION A DISCRETIONARY FUNDS (LINE 30) SHOULD HAVE TDA CARRYOVER, AS MTA POLICY ALLOWS EXPENDITURE OF DISCRETIONARY FUNDS ONLY AFTER THE EXPENDITURE OF ALL OTHER SUBSIDIES.

TDA CURRENT FROM UNALLOCATED: Amounts entered on this line represent total LTF operating payments received or requested by the claimant for each year. The amount entered on Table 1 should correspond to the TDA claim form Item #1.

STA CURRENT FROM UNALLOCATED: Amounts entered on this line represent STA payments received or requested for claims filed in a particular fiscal year. (*Operators must have passed the annual eligibility test to apply STA funds to operating*). The amount entered on Table L- 1 should correspond to the STA claim form Item #1.

PASSENGER FARES: Passenger fares include farebox revenues and those Proposition A Local Return Special Fare Assistance monies received on a

per-passenger basis that qualify as fare revenue. Proposition A Local Return funds included in this category should be noted at the bottom of Table 1.

PROPOSITION A DISCRETIONARY GRANT: Amounts entered on this line represent Prop. A monies received by Article 4 operators from MTA under a Memorandum of Understanding (MOU). If funds are shown in FY 2023 complete the Proposition A Discretionary Worksheet supplement enclosed in this package (Table 4).

PROPOSITION A LOCAL RETURN: Amounts entered on this line represent Prop. A monies received by any operator from a municipality under the Local Return Program, exclusive of those that qualify as fare revenues.

PROPOSITION A INCENTIVE FUND: Amounts entered on this line represent Prop. A monies received by any operator from a municipality under the Incentive Program.

OTHER LOCAL - PROP. A EXCHANGES: Profit earned or funds lost as a result of Proposition A Local Return fund exchanges should be noted here, as well as any other local subsidies not covered by one of the above categories.

PROPOSITION C LOCAL RETURN: Amounts entered on this line reflect estimates of Prop. C funds in Operators' budget during FY 2025.

PROPOSITION C DISCRETIONARY GRANT: Amounts entered on this line represent Prop. C monies received by any operator from a municipality under the Local Return Program.

SUBTOTAL OPERATING REVENUES: Operators should enter the sum of Lines 16 through 35.

TOTAL OPERATING EXPENSES: This amount reflects total operating expenses, excluding depreciation and amortization, and must correlate to the fiscal audit for FY 2023. Any excess of expenses over revenues will have the net effect of reducing eligibility for funds for the following fiscal year(s). FY 2025 planned operating expenses must equal Line 36 - Subtotal Operating Revenues. Multimodal operators should use a separate Table 1 to show operating expenses for each mode and should include an additional Table 1 to summarize Total System Expenses. Indicate the mode at the top of each table.

4. **GOVERNING BODY AUTHORIZATION**

Each claim must include a copy of a resolution or minute order in which the claimant's governing body authorizes the claim and approves the basic purpose for which it is being filed.

5. **JUSTIFICATION STATEMENTS**

Justification statements must accompany the claim when either: a) the operating budget indicates an increase of over 15 percent from the preceding fiscal year; or b) a major capital project (e.g., over $100,000) is to be funded without federal funds.

6. **PROPOSED COMMITMENT STATEMENT**

When it is requested that funds be reserved for long-term capital projects, the claimant must submit a description of the project. The SRTP description will suffice for this requirement.

7. **EMPLOYEE RETIREMENT STATEMENT (Article 4 only)**

A statement must accompany the claim, signed by the claimant's Chief Financial Officer or a Certified Public Accountant, certifying that the current cost of the operator's retirement system is fully funded.

8. **PROOF OF FUNDING OBLIGATION (Article 4 only)**

When requesting drawdown of funds reserved for major capital projects, tangible evidence of a legal commitment to expend these funds (invoice, purchase order or contract, or schedule of projects with Board resolution) must be submitted. This may be done quarterly.

9. **COOPERATIVE AGREEMENT OR CONTRACT**

Claims filed through cooperative agreements and joint powers agreements by a local agency or operator must be accompanied by an executed copy of the agreement, unless a copy is already on file with the MTA.

10. **TDA RESERVE FUNDS HELD BY COUNTY AUDITOR**

Operators who have TDA (LTF) reserve accounts with the County Auditor must separately complete and submit their drawdown request on a quarterly basis to their respective Project Manager. The request should identify the name of the project, the TIP project identifying number, the amount of the drawdown, the Fiscal Year the funds were programmed

and any remaining balance in the project account. The MTA shall pay the request utilizing the first in first out rule. However, operators are responsible to maintain fund balances by project, by Fiscal Year and with identifying number which corresponds to the project in the TIP.

11. **TDA RESERVE FUNDS HELD BY OPERATOR**

Operators who are, for any reason, holding TDA capital reserves in their own account must complete a form and submit it with their claim to comply with requirements in the Conformance Auditing Guide. UNEXPENDED TDA CAPITAL FUNDS MUST BE RETURNED TO MTA AND MAY BE RE-RESERVED OR REALLOCATED AT MTA'S DISCRETION.

12. **CALIFORNIA HIGHWAY PATROL CERTIFICATION (Pull Notice)**

Operators are required to have their buses inspected by a representative of the California Highway patrol within the past 13 months. A copy of this certificate **must** be submitted with the claim.

12. **PROPOSITION A DISCRETIONARY GRANT WORKSHEET (Table 4)**

This table is required to be completed to receive Proposition A Discretionary Grant funds. However, only Lines 28 to 33 need to be completed if Table 1 is completed and submitted simultaneously. Instructions for completing Lines 28 to 33 are as follows:

LINE 28 - VEHICLE SERVICE HOURS (VSH): This figure should be consistent with National Transit Data (NTD) and TPM data for the transit mode for which financial statistics are being reported.

LINE 29 - COST PER VSH: This figure is calculated by dividing Line 27 by Line 28.

LINE 30 - PERCENT CHANGE IN COST PER VSH: This figure is calculated by subtracting Line 29 for FY 2021 from Line 29 for FY 2024. The difference is then divided by Line 29 for FY 2024, which will equal the percentage change. If this change is greater than CPI then the claimant should attach an explanation of why the cost per hour is increasing over the CPI.

LINE 32 - 5% OF OPERATING EXPENSES: Line 27 (Total Operating Expenses) multiplied by five percent (.05).

LINE 33 - 25% OF LOCAL RETURN FUNDS: Calculate 25% of the city's Prop. A Local Return allocation for the fiscal year.

THE "MAINTENANCE OF EFFORT" REQUIREMENT IS THE LESSER OF LINES 32

AND 33. LINE 20 (PROPOSITION A LOCAL RETURN) SHOULD BE GREATER THAN OR EQUAL TO THIS AMOUNT.

Public Transportation System Claim

CHECKLIST OF ITEMS FILED

FISCAL YEAR:

CLAIMANT: _____ DATE:

The items checked below are enclosed in connection with the claim filed herein:

_____ 1. **Pages 1 and 2 for TDA and STA**
(See instructions for completing the form in the instruction package).

_____ 2. **Financial Statement (Table L-1)**
(A separate table must be completed for each mode. The table should be consistent with the table included in the SRTP.)

_____ 3. **Standard Assurances for Claimants**

_____ 4. **Governing Body Authorization**
Submit a certified copy of a resolution or minute order.

_____ 5. **Justification Statements**

_____ 6. **Proposed Commitment Statement(s)**
Complete when requesting long-term capital reserves.

_____ 7. **Employee Retirement System Certification Statement**

_____ 8. **Proof of Funding Obligation**
Submit tangible evidence of imminent need for capital reserve drawdowns.

_____ 9. **Cooperative Agreement or Contract**
Submit copies if applicable.

_____ 10. **TDA Reserves Held by County Auditor (Table 2)**

_____ 11. **California Highway Patrol Certification (Pull Notice)**
Current within 13 months.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PUBLIC TRANSPORTATION CLAIM

STANDARD ASSURANCES FOR APPLICANTS
FOR LOCAL TRANSPORTATION FUNDS (LTF) AND
STATE TRANSIT ASSISTANCE FUNDS (STAF)

Claimant: _____ Fiscal Year:
PLEASE INITIAL ALL APPLICABLE PARAGRAPHS PURSUANT TO WHICH THE CLAIM IS BEING SUBMITTED.

MTA TDA GUIDE SECTION		**Initial**
1.	**CERTIFIED FISCAL AND COMPLIANCE AUDIT**	
1.8.1 1.8.3	Claimant certifies that it has submitted a satisfactory, independent fiscal and compliance audit, with required certification statement, to SCAG, MTA, and the Department of Transportation, pursuant to PUC Section 99245 and CAC Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one) and submitted to MTA no later than 120 days after the close of the fiscal year.	
2.	**90-DAY ANNUAL REPORT (STATE CONTROLLER'S REPORT)**	
1.8.2 1.8.3	Claimant certifies that it has submitted a State Controller's Report in conformance with the Uniform System of Accounts and Records, to SCAG, MTA, and the State Controller, pursuant to PUC Section 99243, for the prior year (project year minus two). Claimant assures that this report will be completed for the current fiscal year (project year minus one) and submitted no later than 90 days after the close of the fiscal year.	
3.	**PART-TIME EMPLOYEES***	
5.6.2b	Claimant certifies that it is not precluded, by any contract entered into on or after June 28, 1979, from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979, shall have his or her employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with those common carriers. (PUC Section 99314.5c)	

MTA
TDA
GUIDE
SECTION **Initial**

4. **FIFTY PERCENT EXPENDITURE LIMITATION**

2.2.1 Claimant filing a claim pursuant to PUC Section 99268.1 certifies that it was in compliance with PUC Section 99268 during the 1978-79 fiscal year, and further certifies that it will remain in compliance with that section during the project year.

5. **REVENUE RATIOS FOR OLDER OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.2 certifies that it will maintain for the project year that ratio of fare revenues and local support to operating cost which was maintained during the 1978-79 fiscal year, and further assures for the project year that it reasonably anticipates achieving the ratio of fare revenues to operating cost at least equal to the ratio maintained in FY 1978-79, or (a) 20 percent if serving an urbanized area, and (b) 10 percent if serving a nonurbanized area, whichever is greater.

6. **REVENUE RATIOS FOR NEWER URBANIZED AREA OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.3 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 20 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 20 percent for the project year.

7. **REVENUE RATIOS FOR NEWER NON-URBANIZED AREA OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.4 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 10 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 10 percent.

8a. **REVENUE RATIOS FOR EXCLUSIVE SERVICES TO ELDERLY AND HANDICAPPED**

2.2.3 Claimant filing a claim pursuant to PUC Section 99268.5 certifies that, for the purpose of the claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons.

MTA TDA GUIDE SECTION		**Initial**
	8b. **REVENUE RATIOS FOR PARATRANSIT SERVICES**	
2.2.3	Claimant filing a claim pursuant to PUC Section 99275.5c (Article 4.5) further certifies that, for the project year, it reasonably anticipates achieving the performance criteria, local match requirements, or fare recovery ratios adopted by MTA.	
	9. **EXTENSION OF SERVICE**	
1.8.4 2.2.5	Claimant that received an allocation of Local Transportation Funds for an extension of service pursuant to PUC Section 99268.8 certifies that it will file a report of these services pursuant to CAC Section 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted.	
	10. **RETIREMENT SERVICE**	
2.1.7	Claimant filing a claim pursuant to PUC Section 99260 certifies that: (a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (b) the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years; or (c) the operator has a private pension plan which sets aside and invests, or on a current basis, funds sufficient to provide for the payment of future benefits, and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.	
	11a. **USE OF FEDERAL FUNDS**	
2.2.1 2.2.8	Claimant filing a claim for TDA funds for capital intensive projects pursuant to PUC Sec. 99268.7 certifies that it has made every effort to obtain federal funding for any project which is funded pursuant to PUC Sec. 99268.7.	
	11b.	
2.2.1d	Claimant qualifying for funds pursuant to PUC Sec. 99268.1 and filing a claim for TDA funds in excess of the amount allowed under PUC Sec. 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed, pursuant to PUC Sec. 99267.5 and CAC Sec. 6633.1.	

MTA
TDA
GUIDE
SECTION **Initial**

12. **CHP CERTIFICATION**

2.2.9 Claimant filing a claim for Local Transportation Funds has included in the claim a certification completed within the last 13 months by the California Highway Patrol indicating compliance with Vehicle Code Section 1808.1, indicating that the operator has participated in a "pull notice system" to examine driver's records, as specified in PUC Sec. 99251.

13. **STA EFFICIENCY STANDARDS***

Beginning in FY 1992, claimant filing a claim for State Transit Assistance Funds for operating purposes certifies that it has met the efficiency standards which limit cost per hour increases, pursuant to PUC Sec. 99314.6. This requirement is suspended until July 1, 2026.

14. **REDUCED TRANSIT FARES**

Claimants of TDA funds who offer reduced fares to senior citizens certify that: (a) The Federal Medicare Identification Card is sufficient identification to receive senior citizen reduced fares if such fares are available; and (b) A disabled person or disabled veteran identification card issued pursuant to subdivision (d) of Vehicle Code Sections 22511.5 or 22511.9 (whichever is applicable) is sufficient identification to receive disabled person reduced fares if such reduced fares are available.

***STA Claimants Only.**

(Legal Name of Applicant/Claimant)

(Authorizing Signature)

(Print Name & Title)

CLAIM FORM

TDA CLAIM FORM

LTF PUBLIC TRANSPORTATION - ARTICLE 4

CLAIMANT:

CONTACT PERSON:_____ TELEPHONE:

DATE:_____ FISCAL YEAR:_____ COUNTY STAFF:___Los Angeles

PAYMENT RECIPIENT:

ADDRESS:

ATTENTION:
(Name and Title)

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
Article 4 PUC 99260(a)	1. Payment from FY Allocation - Operations	$_____
	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	$_____
	3. Total FY 2025 funding mark (1+2)	$_____

Authorized Signature:
(Claimant's Chief Administrator or Finance Officer)

(Print name and title)

CONDITION OF APPROVAL:
Approval of this claim and payment by the County Auditor to this claimant are subject to funds being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim.

CLAIM FORM

STATE TRANSIT ASSISTANCE FUND
STA Regular

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT:

CONTACT PERSON:_____ TELEPHONE:

DATE:_____FISCAL YEAR:_____ COUNTY LTF:___Los Angeles

ADDRESS:

ATTENTION:
(Name and Title)

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
( ) CAC, Section 6730 (a) ( ) CAC, Section 6730 (b) ( ) CAC, Section 6730 (c) ( ) CAC, Section 6731 (a) ( ) CAC, Section 6731 (b) ( ) CAC, Section 6731 (c)	1. Payment from Unallocated - Operations	$_____
	2. Amount placed in Capital Reserve from current year allocation (*Complete Table* 2)	$_____
	3. Total for 1 & 2 = STA Regular Allocation	$_____

Authorized Signature:
(Claimant's Chief Administrator or Finance Officer)

(Print name and title)

CONDITION OF APPROVAL:
Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

CLAIM FORM

STATE TRANSIT ASSISTANCE FUND
SB1 STA and SB1 STATE OF GOOD REPAIR

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT:

CONTACT PERSON:_____ TELEPHONE:

DATE:_____FISCAL YEAR:_____ COUNTY LTF:___Los Angeles

ADDRESS:

ATTENTION:
(Name and Title)

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
( ) CAC, Section 6730 (a) ( ) CAC, Section 6730 (b) ( ) CAC, Section 6730 (c) ( ) CAC, Section 6731 (a) ( ) CAC, Section 6731 (b) ( ) CAC, Section 6731 (c)	1. Payment from SB1 STA Funds Operations	$_____
	2. Amount placed in Capital Reserve from current year allocation (SB1 STA Funds) (*Complete Table* 2)	$_____
	3. Total for 1 & 2 = SB1 STA Allocation	$_____
	4. SB1 SGR Capital Funds (*Complete Table* 2)	$_____
	5. Total for 1, 2, 3 & 4 = SB1 STA/SGR Allocation	$_____

Authorized Signature:
(Claimant's Chief Administrator or Finance Officer)

(Print name and title)

CONDITION OF APPROVAL:
Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

Table L-1 (A)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF CAPITAL FUNDS
BY YEAR OF EXPENDITURE ($ 000)

MODE:

SOURCE OF CAPITAL FUNDS:	**2023 Audited**	**2024 Actual**	**2025 Planned**
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307(Sec. 9)			
Other Federal (Assume 80/20 match) (Specify source)			
STATE CAPITAL GRANTS AND SUBVENTIONS			
TDA (ART 4) current from unallocated			
TDA from prior years reserves			
TDA (ART 8)			
STA current from unallocated			
STA from prior years reserve			
SB1 SGR			
Other State (Specify)			
LOCAL CAPITAL GRANTS			
System Generated			
General Fund			
Prop. A Local Return			
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Measure R Clean Fuel Bus Capital			
Measure R 15% Local Return			
Prop 1B PTMISEA Bridge Funds			
Prop 1B Transit Security Bridge Funds			
Other Local (Specify)			
TOTAL CAPITAL REVENUE			
TOTAL CAPITAL EXPENSES			

Table L-1 (B)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF OPERATING FUNDS
BY YEAR OF EXPENDITURE ($ 000)

SOURCE OF OPERATING FUNDS:	2023 Audited	2024 Actual	2025 Planned
FEDERAL CASH GRANTS AND REIMBURSEMENTS			
FTA Sec. 5307 (Sec. 9) Operating			
CMAQ (Operating)			
STATE CASH GRANTS AND REIMBURSEMENTS			
TDA Current from unallocated			
STA Current from unallocated			
Other State (Specify)			
LOCAL CASH GRANTS AND REIMBURSEMENTS			
Passenger Fares			
Special Transit Service			
Charter Service Revenues			
Auxiliary Transportation Revenues			
Non-transportation Revenues			
Prop. A %40 Discretionary			
Prop. A %25 Local Return			
Prop. A Incentive fund			
Prop. A Interest			
BSIP			
TSE			
Base			
MOSIP			
Prop. C %40 Discretionary			
Prop. C %20 Local Return			
Prop. C %5 Security			
Prop. C Other (Interest)			
Other Local (Specify)			
TOTAL OPERATING REVENUES			
TOTAL OPERATING EXPENSES			

TABLE 2
TDA

Total Capital Funds Reserved for Future Payment (Total A & B):$_____

PROJECT DESCRIPTION	(A) ANTICIPATED EXPENDITURE FY 2026	(B) ANTICIPATED EXPENDITURE FUTURE YEARS

TABLE 2(B)
STA

Total Capital Funds Reserved for Future Payment: $_____

PROJECT DESCRIPTION	(A) ANTICIPATED EXPENDITURE FY 2026	(B) EXPENDITURE FUTURE YEARS

TABLE 2(C)
SB1 STA/SGR

Total Capital Funds Reserved for Future Payment: $_____

PROJECT DESCRIPTION	(A) ANTICIPATED EXPENDITURE FY 2026	(B) EXPENDITURE FUTURE YEARS

RESOLUTION NO. 24-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF FINANCE TO SUBMIT A CLAIM FORM FOR FUNDING PROVIDED BY THE STATE TRANSPORTATION DEVELOPMENT ACT FUNDS FOR LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2024-2025

RECITALS

WHEREAS, the City of Montebello ("City"), by and through the Montebello Bus Lines ("MBL" or the "Transportation Department"), is committed to providing productive and quality service on all of its transit routes; and

WHEREAS, the Transportation Development Act of 1971 provides for a significant source of funding for public transportation in the Local Transportation Fund (LTF); and

WHEREAS, MBL is eligible to claim these funds pursuant to Article 4, Section 99260(a) of the Public Utilities Code; and

WHEREAS, the State Transit Assistance Fund (STA) provides a source of funding for public transportation from the Transportation Development Act of 1971 (TDA); and

WHEREAS, MBL is eligible to claim these STA funds pursuant to Article 4, Section 6730(a) and (b) of the California Code of Regulations; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) requires an annual claim to be submitted by local agencies in order to allocate these funds; and

WHEREAS, the City's portion of the LTF funds allocated for MBL use is $11,648,998 for Fiscal Year 2024-2025; and

WHEREAS, the City's portion of the STA funds allocated for MBL to use is $2,356,339.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

THE DIRECTOR OF FINANCE, AS THE CITY'S CHIEF FINANCIAL OFFICER, IS GRANTED THE AUTHORITY TO SUBMIT A CLAIM FORM UNDER THE LOCAL TRANSPORTATION FUNDS AND THE STATE TRANSIT ASSISTANCE FUND.

SECTION 1. APPROVALS AND CERTIFICATIONS

1. That these LFT and STA funds shall be used to assist the City of Montebello's Transportation Department in its ongoing operations and continuance to provide the most efficient service.

SECTION 2. That the City's Director of Transportation, or his/her designee, is authorized to furnish Metro with the required claim forms and take any additional action(s) necessary to effectuate the purpose of this Resolution.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-69 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of August 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: **ADOPT RESOLUTION NO. 24-70 AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1 (SB1)**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 24-70 authorizing the City Manager to execute all documents required to obtain funds provided by Senate Bill 1 (SB1); and,
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The Senate Bill 1–Road Repair and Accountability Act of 2017 (SB1/RMRA) provides funding of approximately $105 million annually to transit operators in California under the State of Good Repair Program (SGR). These funds are made available for eligible transit maintenance, rehabilitation, and capital projects. The City of Montebello has various transit projects related to facility maintenance, repairs, and upgrades that will utilize the City's Transit related Fiscal Year 2023-24 ($264,034) and FY 2024-25 ($448,543) allocation of SGR funds.

In addition, an allocation of $1,300,990 and $1,787,235 in State Transit Assistance (STA) funds for FY 2023-24 and FY 2024-25 are available for Transit-related operating and capital purposes. These funds are made available to transit operators through a statewide excise tax imposed on diesel fuel. These funds are included in the adopted FY 2024-25 operating budget (Fund 202: Transit – State of Good Repair [STA/SGR]).

These funds are in addition to the $1.623 million in SB1/RMRA funds the City receives

for non-Transit related projects. This other tranche of SB1/RMRA funds (recorded in Fund 201) is used for various street and road rehabilitation projects. The spending plan for these funds is located in the FY 2024-25 capital improvement program budget.

BACKGROUND/DISCUSSION:

The City operates Montebello Bus Lines (MBL) to provide fixed-route service to the cities of Alhambra, Bell Gardens, Commerce, Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, San Marino, South Gate, and Whittier. Therefore, a consistent need exists to maintain access to available funding opportunities for the continued delivery of transportation services to the City and surrounding communities.

On April 28, 2017, the Governor signed the Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1) (Chapter 5, Statues of 2017). SB1 provides additional revenue funding, through SGR and STA, to transit operators for eligible transit maintenance, rehabilitation, and capital projects. This funding is in addition to the $1.623 million the City is forecasted to receive in SB 1 revenue earmarked for road repair and maintenance work, and other related projects.

SB1 named the California Department of Transportation (CalTrans) as the administrative agency responsible for these funds and emphasized the importance of accountability and transparency in the delivery of California's transportation programs. To be eligible for SGR funding, local agencies must comply with various regulations and reporting requirements. The Los Angeles Country Metropolitan Transportation Authority (Metro) is the local planning agency designated to administer the distribution of these funds to transit agencies in the Los Angeles County region. If the City agrees to the conditions and requirements set forth in the Certification and Assurances document and all applicable statutes, regulations, and guidelines, the City becomes eligible to receive STA funding from the SGR Account for transit projects.

In June 2023 and June 2024, Metro adopted the SB1-STA/SGR allocations (Attachment A) for FY 2023-24 and FY 2024-25 respectively. To obtain the City's allocated funds, staff is required to identify specific projects that will be associated with SGR and STA funds. These projects are as follows:

FY 2023-24 (SGR)	
Funding Available:	**Projects:**
$264,034	• Maintenance and upkeep of the Transit Facilities and Maintenance Equipment

FY 2024-25 (SGR)	
Funding Available:	**Projects:**
$448,543	• Transportation Facility Improvements

In November 2017, SB1 also imposed an additional twenty (20) cent statewide excise tax on diesel fuel which is revenue the City is eligible to receive through the STA. These revenues are programmed through the State's STA account for FY 2023-24 and FY 2024-25. The City proposes to use its share of STA FY 2024-25 funding ($1,787,235) for

capital and operating expenses as follows:

FY 2023-24 (STA)	
Funding Available:	**Projects:**
$1,300,990	• Administrative Expenses ($23,400) • Preventative Maintenance ($859,860) • Asset Management Software ($402,500) • Support Vehicles ($15,230)

FY 2024-25 (STA)	
Funding Available:	**Projects:**
$1,787,235	• Administrative Expenses ($24,100) • Hydrogen Fuel Cell Electric Battery Buses ($1,763,135)

Although MBL received FY 2023-24 SB1-STA/SGR allocations, staff did not request the Montebello City Council to consider approving specific projects identified to be associated with SGR and STA funds as required. Recently, Transit staff was made aware of MBL's delinquent City Council approval. To ensure the City can continually access SGR and STA funding, staff recommends that the City Council approve submitting the Authorized Agents Form and Certifications and Assurances Form (Attachment B) to Caltrans. In addition to these forms, staff recommends that the City Council consider approving the aforesaid list of projects identified for SGR and STA funding by and through Resolution No. 24-70 (Attachment C), in accordance with SB1 regulations and reporting requirements.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council adopt Resolution No. 24-70 authorizing the City Manager to execute all required documents to obtain funds provided by Senate Bill 1 (SB1) through the California Department of Transportation State of Good Repair Program and State Transit Assistance accounts; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - FY 2024 and FY 2025 SB1 STA & SGR Allocation
2. Attachment B - Authorized Agent & Certifications and Assurances Forms
3. Attachment C - Resolution No. 24-70

Los Angeles County Metropolitan Transportation Authority
FY 2024 Transit Fund Allocation

STATE AND LOCAL FUNDS

	Operators	Formula Allocation Procedure				Proposition C 5% Security	Proposition C 40% Discretionary	Measure R		Measure M	Senate Bill 1		Total
		TDA Article 4 + Interest	STA + Interest	Proposition A 95% of 40 % Discretionary	Sub-Total FAP			20% Bus Operations	Clean Fuel & Facilities		STA	State of Good Repair	
	Included Operators:												
1	Metro Bus Operations	$ 452,127,185	$ 59,217,703	$ 206,753,872	$ 718,098,760	$ 51,827,296	$ 11,970,998	$ 190,352,258	$ 6,247,544	$ 190,191,334	$ 45,359,803	$ 9,205,703	$ 1,223,253,696
	Municipal Operators:												
2	Arcadia	559,754	68,974	241,136	869,864	8,148	111,391	221,714	17,687	221,526	52,833	10,722	1,513,886
3	Claremont	194,663	24,211	84,644	303,518	1,649	30,506	77,826	2,173	77,760	18,545	3,764	515,742
4	Commerce	753,721	88,345	308,858	1,150,924	50,350	1,470,936	283,981	35,807	283,741	67,671	13,734	3,357,144
5	Culver City	8,890,979	1,117,976	3,908,491	13,917,445	462,957	1,867,490	3,593,676	136,701	3,590,638	856,352	173,795	24,599,055
6	Foothill Transit	42,086,364	5,301,909	18,535,694	65,923,967	1,378,518	9,000,816	17,042,713	954,290	17,028,305	4,061,177	824,210	116,213,996
7	Gardena	8,690,038	1,095,248	3,829,032	13,614,318	326,530	2,353,409	3,520,618	114,107	3,517,641	838,942	170,262	24,455,827
8	La Mirada	486,696	19,657	68,723	575,076	5,033	24,768	63,188	7,007	63,134	15,057	3,056	756,319
9	Long Beach	39,535,684	4,940,880	17,547,201	62,023,765	3,554,049	9,713,831	15,882,204	694,066	15,868,777	3,784,634	768,086	112,289,412
10	Montebello	13,454,796	1,698,456	5,937,874	21,091,126	538,699	3,663,972	5,459,600	192,374	5,454,985	1,300,990	264,034	37,965,779
11	Norwalk	5,162,141	648,408	2,266,860	8,077,409	161,161	880,177	2,084,273	70,555	2,082,511	496,670	100,798	13,953,554
12	Redondo Beach	1,336,051	166,665	582,669	2,085,386	60,296	214,483	535,738	31,983	535,285	127,663	25,909	3,616,742
13	Santa Monica	33,349,039	4,214,750	14,734,940	52,298,729	1,288,566	6,205,679	13,548,096	473,138	13,536,642	3,228,430	655,205	91,234,485
14	Torrance	10,376,549	1,299,000	4,541,358	16,216,906	429,922	3,630,319	4,175,568	131,753	4,172,038	995,013	201,936	29,953,455
15	Sub-Total	164,876,475	20,684,479	72,587,479	258,148,433	8,265,877	39,167,778	66,489,194	2,861,641	66,432,984	15,843,977	3,215,511	460,425,396
	Eligible Operators:												
16	Antelope Valley	-	-	6,367,820	6,367,820	227,362	1,862,567	4,307,290	203,747	4,303,648	1,026,401	208,307	18,507,142
17	LADOT	-	-	36,418,908	36,418,908	2,524,222	6,912,658	9,581,472	480,647	9,573,372	2,283,207	463,373	68,237,861
18	Santa Clarita	-	-	5,451,954	5,451,954	371,692	1,431,704	3,583,881	206,420	3,580,851	854,017	173,322	15,653,841
19	Foothill BSCP	-	-	7,320,107	7,320,107	-	603,328	1,925,851	-	1,924,223	458,919	93,137	12,325,566
20	Sub-Total	-	-	55,558,790	55,558,790	3,123,275	10,810,257	19,398,494	890,815	19,382,094	4,622,545	938,138	114,724,409
	Tier 2 Operators:												
21	LADOT Community Dash	-	-	6,588,062	6,588,062	-	-	-	-	-	-	-	6,588,062
22	Glendale	-	-	1,092,249	1,092,249	-	-	-	-	-	-	-	1,092,249
23	Pasadena	-	-	529,965	529,965	-	-	-	-	-	-	-	529,965
24	Burbank	-	-	192,263	192,263	-	-	-	-		-	-	192,263
25	Sub-Total	-	-	8,402,539	8,402,539	-	-	-	-	-	-	-	8,402,539
26	Lynwood Trolley	-	-	-	-	-	242,307	-	-	-	-	-	242,307
26	LTSS ZEV CFP						15,000,000						15,000,000
27	Total Excluding Metro	164,876,475	20,684,479	136,548,808	322,109,762	11,389,153	65,220,342	85,887,688	3,752,456	85,815,079	20,466,522	4,153,649	598,794,651
28	County of Los Angeles											48,645	48,645
29	**Grand Total**	**$ 617,003,660**	**$ 79,902,182**	**$ 343,302,680**	**$ 1,040,208,522**	**$ 63,216,448**	**$ 77,191,341**	**$ 276,239,947**	**$ 10,000,000**	**$ 276,006,413**	**$ 65,826,324**	**$ 13,407,997**	**$ 1,822,096,992**

Los Angeles County Metropolitan Transportation Authority
FY 2025 Transit Fund Allocations

Fiscal Year 2025

SUMMARY OF STATE AND LOCAL FUNDS

	Operators	Formula Allocation Procedure				Proposition C 5% Security	Proposition C 40% Discretionary	Measure R		Measure M	Senate Bill 1		Total
		TDA Article 4 + Interest	STA + Interest	Proposition A 95% of 40 % Discretionary	Sub-Total FAP			20% Bus Operations	Clean Fuel & Facilities		STA	State of Good Repair	
	Included Operators:												
1	Metro Bus Operations	$ 394,225,226	$ 83,297,385	$ 214,190,870	$ 691,713,480	$ 45,008,391	$ 26,701,024	$ 173,538,098	$ -	$ 172,865,983	$ 63,179,349	$ 15,856,136	$ 1,188,862,461
	Municipal Operators:												
2	Arcadia	462,989	90,596	232,960	786,546	6,512	108,289	188,745	-	188,014	68,716	17,246	1,364,066
3	Claremont	929,842	29,426	75,666	1,034,935	1,557	26,982	61,305	-	61,068	22,319	5,601	1,213,767
4	Commerce	772,289	145,240	373,471	1,291,001	75,556	1,636,106	302,588	-	301,416	110,162	27,647	3,744,475
5	Culver City	7,691,393	1,548,205	3,981,053	13,220,651	377,512	1,892,209	3,225,461	-	3,212,969	1,174,281	294,710	23,397,793
6	Foothill Transit	34,648,106	7,234,550	18,602,919	60,485,574	1,286,961	9,246,828	15,072,142	-	15,013,767	5,487,257	1,377,138	107,969,667
7	Gardena	7,546,689	1,523,685	3,918,004	12,988,378	316,268	2,399,719	3,174,379	-	3,162,084	1,155,684	290,042	23,486,554
8	La Mirada	132,805	24,423	62,802	220,030	4,629	22,394	50,882	-	50,685	18,524	4,649	371,793
9	Long Beach	35,048,684	7,014,131	18,036,133	60,098,948	2,797,077	10,024,473	14,612,930	-	14,556,334	5,320,073	1,335,180	108,745,016
10	Montebello	11,648,998	2,356,339	6,059,091	20,064,428	417,543	3,730,245	4,909,094	-	4,890,081	1,787,235	448,543	36,247,169
11	Norwalk	4,372,320	878,205	2,258,217	7,508,743	170,239	870,337	1,829,614	-	1,822,528	666,101	167,171	13,034,734
12	Redondo Beach	928,667	182,921	470,363	1,581,951	46,203	172,346	381,090	-	379,614	138,742	34,820	2,734,766
13	Santa Monica	28,733,790	5,819,886	14,965,253	49,518,930	1,288,632	6,258,404	12,124,894	-	12,077,934	4,414,264	1,107,849	86,790,907
14	Torrance	8,742,281	1,747,993	4,494,789	14,985,063	303,788	3,656,183	3,641,692	-	3,627,588	1,325,817	332,741	27,872,871
15	Sub-Total	141,658,854	28,595,602	73,530,722	243,785,178	7,092,478	40,044,513	59,574,816	-	59,344,082	21,689,174	5,443,337	436,973,578
	Eligible Operators:												
16	Antelope Valley	-	-	7,081,309	7,081,309	207,282	1,962,528	3,916,140	-	3,900,972	1,425,734	357,817	18,851,782
17	LADOT	-	-	34,953,640	34,953,640	2,058,339	7,095,238	8,709,948	-	8,676,214	3,170,997	795,826	65,460,202
18	Santa Clarita	-	-	4,491,505	4,491,505	391,612	1,168,324	2,345,362	-	2,336,279	853,867	214,295	11,801,245
19	Foothill BSCP	-	-	6,997,753	6,997,753	-	633,451	1,743,740	-	1,736,987	634,837	159,325	11,906,093
20	Sub-Total	-	-	53,524,207	53,524,207	2,657,234	10,859,542	16,715,190	-	16,650,452	6,085,435	1,527,263	108,019,324
	Tier 2 Operators:												
21	LADOT Community Dash	-	-	6,880,097	6,880,097	-	-	-	-	-	-	-	6,880,097
22	Glendale	-	-	1,148,981	1,148,981	-	-	-	-	-	-	-	1,148,981
23	Pasadena	-	-	434,456	434,456	-	-	-	-	-	-	-	434,456
24	Burbank	-	-	199,657	199,657	-	-	-	-		-	-	199,657
25	Sub-Total	-	-	8,663,191	8,663,191	-	-	-	-	-	-	-	8,663,191
26	Lynwood Trolley	-	-	-	-	-	249,576	-	-	-	-	-	249,576
27	Total Excluding Metro	141,658,854	28,595,602	135,718,120	305,972,576	9,749,711	51,153,632	76,290,006	-	75,994,534	27,774,610	6,970,600	553,905,669
28	County of Los Angeles											71,741	71,741
29	**Grand Total**	$ 535,884,080	$ 111,892,986	$ 349,908,990	$ 997,686,056	$ 54,758,102	$ 77,854,655	$ 249,828,104	$ -	$ 248,860,518	$ 90,953,959	$ 22,898,478	$ 1,742,839,871

ATTACHMENT B

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2023-2024 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Raul Alvarez, City Manager *OR*
(Name and Title of Authorized Agent)

John Soria, Acting Director of Transportation *OR*
(Name and Title of Authorized Agent)

_____ .
(Name and Title of Authorized Agent)

AS THE City Manager
(Chief Executive Officer / Director / President / Secretary)

OF THE City of Montebello
(Name of County/City Organization)

Raul Alvarez
(Print Name)

City Manager
(Title)

_____
(Signature)

Approved this 28th *day of* August, *20* 24

Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2024-2025 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Raul Alvarez, City Manager *OR*
(Name and Title of Authorized Agent)

John Soria, Acting Director of Transportation *OR*
(Name and Title of Authorized Agent)

_____ .
(Name and Title of Authorized Agent)

AS THE City Manager
(Chief Executive Officer / Director / President / Secretary)

OF THE City of Montebello
(Name of County/City Organization)

Raul Alvarez
(Print Name)

City Manager
(Title)

_____
(Signature)

Approved this 28th *day of* August, *20* 24

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: City of Montebello .

Effective Date: August 28, 2024 .

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

(1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.

(2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..

(3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

(1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.

(2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.

(3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

(4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.

(5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.

(6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.

(7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.

(8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.

(9) Funds will be expended in a timely manner.

C. Reporting

(1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:

a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.

b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

(1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

(1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

(3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

(1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.

(2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.

(3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

CITY OF MONTEBELLO

BY: _____
Raul Alvarez, City Manager

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

ATTACHMENT _C_

RESOLUTION NO. 24-70

RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1 (SB1)

RECITALS

WHEREAS, the City of Montebello (City) is an eligible project sponsor and MAY RECEIVE State Transit Assistance funding from the State of Good Repair Account (SGR) or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (hereinafter the "Department") as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and

WHEREAS, the Montebello City Council has reviewed and approved a list of projects for funding under this program; and

WHEREAS, the City agrees to comply with all conditions and requirements set forth in the Certification and Assurances document as identified in Attachment B; and

WHEREAS, the City of Montebello wishes to delegate authorization to execute required documents and any amendments thereto the City Manager and appointed Designee.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

APPROVES THE AUTHORIZATION OF THE CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS TO OBTAIN FUNDS PROVIDED BY SENATE BILL 1 (SB1); AND

SECTION 1: Approvals and Certifications.

1. Certifies that the City Manager and appointed Designee be authorized to execute all required documents of the SGR and any Amendments thereto with the California Department of Transportation; and

2. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines for all SGR funded transit projects; and

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-70 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of August 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **APPROVE ANNUAL BLANKET PURCHASE ORDERS FOR FISCAL YEAR 2024-25**

DATE: August 28, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing Blanket Purchase Orders/ Purchasing authorization amounts to various vendors for the 2024-25 Fiscal Year; and,
2. Authorize the City Manager to approve up to an additional $25,000 in expenditures for each vendor, if necessary, during the same fiscal year; and,
3. Take such additional, related action(s) that may be desirable.

FISCAL IMPACT:

As part of the assessment process for this request, the Finance Department reviewed vendors that Departments frequently utilize. The review identified several vendors utilized by multiple departments for various purchases (i.e., Office Supplies, Maintenance supplies, Hardware Supplies, etc.). To ensure these purchases meet internal and external purchasing guidelines, it is requested that the City Council authorize issuing blanket purchase orders to each vendor. If this recommendation is approved, all Departments will have access to purchasing and issuing purchase orders for the following vendors and their respective amounts for Fiscal Year 2024-25:

Vendor Name	Description	Amount	GL CODE
AMAZON	General Supplies	$200,000	various
HOME DEPOT	Maintenance supplies	$75,000	various

It is also recommended that the City Manager be authorized to approve an additional $25,000 for each vendor during the fiscal year if the need arises. All purchase orders will be valid for purchases made during the fiscal year (July 1, 2024, through June 30, 2025). The Fiscal Year 2024-25 budget includes appropriations for the purchase of supplies, equipment, and hardware from the vendors in the table above in all Departments.

BACKGROUND/DISCUSSION:

As a member of OMNIA Partners- a Public Procurement Agency which allows access to various agreements that have already been competitively bid and awarded by public agencies, the City has access to vendors who have valid partnerships such as Amazon and Home Depot (Attachments A and B). Under The City of Montebello's Municipal Code Chapter 3.20.125, piggybacking purchase agreements, the City can establish purchase orders with these vendors using the same terms and conditions as other public agencies.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The Finance Department is requesting Blanket Purchase Orders with Amazon and Home Depot using OMNIA Partners agreements (Attachments A and B) to ensure the City is receiving the best pricing and purchases are made in compliance with the City's municipal code.

ATTACHMENT(S)

1. Attachment A - OMNIA Contract No. R-TC-17006 Amazon
2. Attachment B - OMNIA Contract No.16154 Home Depot

ATTACHMENT A
CC OTH 00509992 2023 TR

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

September 18, 2023

Amazon.com Services LLC
(Amazon Business)
Attn: Brett Tuson
Seattle, WA 98109-5210

Re: Contract Renewal
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassa, VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen L Sobers

Karen Sobers, CPPB
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of **January 19, 2024** to **January 18, 2026** and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Brett Tuson
Legally Authorized Signature

Purchasing: Colleen Keener
Legally Authorized Signature

Brett Tuson Authorized Signatory
Print Name & Title

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: October 30, 2023

Date: 11/6/2023

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, ***Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

LEGAL

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:	**PURCHASING AGENCY:**
Authorized Signature	Authorized Signature
Prestin D. Wilson, Jr.	Jim Totty, CPPO, C.P.M.
Type Name	Type Name
Vice President	Supervisor of Purchasing
Title	Title
Jan 27, 2017	1-31-17
Date	Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

LEGAL

3. The following provision is added to PWCS Special Terms and Conditions:

   10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Vice President
Title

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing — Date: 1/31/17

SERIAL 16154 RFP MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities) Contract - Home Depot U.S.A., Inc.

DATE OF LAST REVISION: November 21, 2019 CONTRACT END DATE: December 31, 2026

CONTRACT PERIOD THROUGH DECEMBER 31, ~~2021~~ 2026

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 11, 2017 (Eff. 02/01/17).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Kevin Tyne

Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

SA/mm
Attach

Copy to: Office of Procurement Services
Erick Blue, Facilities Management
Beth Cressman, Facilities Management

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, ~~2021~~ **2026**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

1.3 **CONTRACT COMPLETION:**

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (http://www.maricopa.gov/Finance/Vendors.aspx).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.3.6 Invoices are required to contain access to the following information: (Maricopa County Facilities Management)

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- Contract Serial Number or
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time
- Total Amount Due

3.3.7 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.8 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.9 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (**http://www.maricopa.gov/Finance/Vendors.aspx**).

3.3.10 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (By Task Order/Project if required)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement may be retained by COUNTY until Final Completion of the services if mutually agreed to for a specific project. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 The CONTRACTOR shall have the right, pursuant to Arizona Revised Statues, to submit securities in lieu of retention for all work completed. The CONTRACTOR is required to request this option at least ten (10) business days prior to submission of first Application for Payment to allow time for preparation of forms. The CONTRACTOR shall request and obtain securities forms through COUNTY. The COUNTY must identify either securities option or retention option prior to first Application for Payment.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX: (SERVICES)

~~No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.~~

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.7 TAX (COMMODITIES):

~~Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.~~

Tax shall not be invoiced against Contractor's labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

3.8.1 The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Task Order or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligence or willful misconduct relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by gross negligence or willful misconduct in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

CONTRACTOR WILL NOT BE LIABLE TO COUNTY FOR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, MORAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 Notwithstanding anything to the contrary contained herein, **CONTRACTOR** shall have the right to self-insure part or all of any of the insurance it is required to maintain hereunder in its sole discretion so long as **CONTRACTOR** maintains a net worth of not less than One Hundred Million ($100,000,000) Dollars. Such net worth shall be documented to **COUNTY** and **COUNTY** shall be advised in writing in the event such net worth requirement is not met. In the event that **CONTRACTOR** elects to self-insure all or any part of any risk that would be insured under the policies and limits described herein, and an event occurs where insurance proceeds would have been available but for the election to self-insure, **CONTRACTOR** shall make funds available to the same extent that they would have been available had such insurance policy been carried, unless specifically provided to the contrary herein.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

$1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.
Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than $2,000,000 for each claim.

6.2.12 **Builder's Risk (Property) Insurance.**

CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to Contract **AWARD,** Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. Alternatively the County will accept an insurance industry recognized Memorandum of Insurance

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to **160 South 4th Avenue** ~~320 West Lincoln Street~~, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

6.3 BOND REQUIREMENT: (If required by an individual Project/Task Order)

6.3.1 If requested for an individual Order and concurrently with the submittal of the proposal associated with the Order, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor

6.3.1.1 A Performance Bond equal to the full Contract amount ($_____or as specified) conditioned upon the faithful performance of the Order in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Order.

6.3.1.2 A Payment Bond equal to the full contract amount ($_____or as specified) solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Order.

6.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.4 FORCE MAJEURE

6.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events,

occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.4.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.4.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.5 WARRANTY OF SERVICES:

6.5.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.5.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein for one year following the performance of those services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5.3 DISCLAIMER OF WARRANTIES FOR PRODUCTS. COUNTY'S SOLE AND EXCLUSIVE WARRANTY FOR PRODUCTS, IF ANY, IS THAT PROVIDED BY THE PRODUCT MANUFACTURER. CONTRACTOR DISCLAIMS ALL EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LANGUAGE OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT

6.6 INSPECTION OF SERVICES:

6.6.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.6.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.6.3 If prior to completion of an Order any of the services required by that Order do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.6.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.6.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.6.4 If the Contractor fails to promptly perform the services again as provided in Section 6.6.3 or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.6.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.6.4.2 Terminate the Contract for default.

~~6.7 REQUIREMENTS CONTRACT:~~

~~6.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~

~~6.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~

~~6.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

6.8 BACKGROUND CHECK:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.9 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.10 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.10.1 Cancel the stop-work order; or

6.10.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.10.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.11 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.12 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.12.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.12.2 Make progress, so as to endanger performance of this contract; or

6.12.3 Perform any of the other provisions of this contract.

6.12.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.14 CONTRACTOR LICENSE REQUIREMENT:

6.14.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.14.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.15 SUBCONTRACTING:

6.15.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project. The County hereby consents to Contractor's subcontracting work to Authorized Service Providers under contract with Contractor.

6.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.17 ADDITIONS/DELETIONS OF SERVICE:

6.17.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

~~6.17.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.~~

6.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.21 NON-DISCRIMINATION:

~~CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.~~

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona State Library Research website (http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

~~6.22 ISRAEL BOYCOTT:~~

~~By signing this Contract, the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq*.~~

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor~~

~~is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~have not within 3 year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

6.23.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

6.23.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

6.23.1.2 **have not within three (3) year period preceding this Contract;**

6.23.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and**

6.23.1.2.2 **been convicted of violation of any Federal or State antitrust statues or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and**

6.23.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

6.23.1.3 **If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

6.23.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 INFLUENCE

As prescribed in ~~MC1-1202~~ **MC1-1203** of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.26 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.

6.26.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;

6.26.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

6.26.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold ($150,000 as of September 2013).

6.27 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.27.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after

final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.27.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.27.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.28 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.29 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.30 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similar customer for these or similar services under similar terms.

6.32 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.33 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

6.33.1 **In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.**

6.33.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

6.34 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.35 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.36 **ORDERING AUTHORITY:**

Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

6.37 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

6.37.1 **This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.**

6.37.2 **Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.**

6.38 **PURCHASE ORDERS:**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.39 **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

For purchases of $50,000 or greater under this agreement, the applicable participating entity must disclose to THD when it is receiving any federal funds related to that requested purchase prior to THD agreeing to that purchase.

6.40 **CONFIDENTIAL INFORMATION:**

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

6.41 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.41.1 Exhibit A, Pricing;

6.41.2 Exhibit B, Scope of Work;

6.41.3 Exhibit C Facilities Management Requirements

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
~~320 West Lincoln Street~~ **160 South 4th Avenue**
Phoenix, Arizona 85003-2494

For Contractor:
Home Depot U.S.A., Inc.
~~2455 Paces Ferry Road~~ **PO BOX 193176,**
~~Atlanta, GA. 30339~~ **Columbus, OH 43218**
ATTN: Contract Administration

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

J. T. Rieves, Vice President, Pro Business

PRINTED NAME AND TITLE

2455 Paces Ferry Road Atlanta, GA 30339

ADDRESS

1-4-2017

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

JAN 17 2017

DATE

ATTESTED:

CLERK OF THE BOARD 01/17/17

JAN 17 2017

DATE

APPROVED AS TO FORM:

DEPUTY COUNTY ATTORNEY

Jan 12, 2017

DATE

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	~~2455 Paces Ferry Road~~ **PO BOX 193176,**
	~~Atlanta, GA 30339~~ **Columbus OH 43218**
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

1.0 PRICING:				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	· **At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate**			
	· **At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate**			
	· **Over $100,000 Annual Net Sales (Pretax) = 5% Rebate**			
1.2	**Pro Rewards Paint Program**			
	Level	**Discount %**	**Minimum Annual Spend on Paint**	
	Gold	**20%**	**$ 7,500**	
	Silver	**15%**	**$ 4,000**	
	Bronze	**10%**	**$ 2,000**	
1.3	**Volume Pricing Program**			
	For any purchase over $1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over $1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

EXHIBIT B
STATEMENT OF WORK

CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)

1.0 INTENT:

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 INTRODUCTION, BACKGROUND AND INTENT: MASTER AGREEMENT

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

1.2.1 **Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation)** – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

1.2.2 **Related Products and Services (Including Installation, Repair and Renovation Services) –** A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and

doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication, hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

2.0 SCOPE OF WORK:

2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES)**:**

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts
2.2.5.2 HVAC
2.2.5.3 Plumbing
2.2.5.4 Electrical
2.2.5.5 Exterior decks, patios and porches
2.2.5.6 Exterior Siding
2.2.5.7 Windows, Doors
2.2.5.8 Interior/Exterior Painting
2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping
2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).

2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.

2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):

2.2.7.4.1 National Employee Database
2.2.7.4.2 SSN Verification
2.2.7.4.3 National Criminal Database Check
2.2.7.4.4 Two County Search
2.2.7.4.5 Sex Offender Search
2.2.7.4.6 Annual Review (National Criminal Database)
2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
2.2.7.4.8 Financial Background

2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

2.3 PRODUCT CATEGORIES:

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

<u>All products offered shall be new, unused and of the latest design and technology</u>.

The intent is for each Proposer to submit their <u>complete product line</u> so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

2.3.1 CATEGORY 1: APPLIANCES
Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

2.3.2 CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

2.3.3 CATEGORY 3: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.

2.3.6 CATEGORY 6: JANITORIAL SUPPLIES
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.

2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, an components.

2.3.8 CATEGORY 8: MOTORS/PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

2.3.9 CATEGORY 9: PAINTS AND COATINGS
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.

2.3.10 CATEGORY 10: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

2.3.11 CATEGORY 11: POOL SUPPLIES
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.

2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

2.3.13 CATEGORY 13: TOOLS, POWER TYPE
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.

2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)
2.4.2.2 Internet (Homedepot.com)
2.4.2.3 Other eProcurement options
2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over $1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING**:**

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

2.7.2 All quotations shall be for a “not to exceed” amount.

2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.

2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

2.8 SALES REPORTING:

2.8.1 Sales Dollars
2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
2.8.3 Procurement card (MasterCard or Visa brand)

2.9 BRAND NAMES:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

2.10 DELIVERY, FREIGHT REQUIREMENTS:

2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.

2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.

2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.

2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.10.4.1 Contract Serial number
2.10.4.2 Contractor’s name and address
2.10.4.3 Participating Public Agency’s name and address
2.10.4.4 Participating Public Agency’s purchase order number
2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

3.0 PROCUREMENT REQUIREMENTS:

3.1 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

3.2 OPERATING MANUALS (If required):

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.3 INSTALLATION: (If required):

The Contractor’s price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. . Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

Home Depot SOW Information: All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

~~16154 EXHIBIT C~~

~~FACILITIES MANAGEMENT REQUIREMENTS~~

~~Maricopa County Facilities Management operation requirements.~~

~~1.0 HOURS OF SERVICE:~~

~~1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.~~

~~1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.~~

~~1.3 WEEKENDS are anytime Saturday or, Sunday.~~

~~1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).~~

~~1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.~~

~~1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.~~

~~2.0 RESPONSE TIMES:~~

~~2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.~~

~~2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.~~

~~3.0 TRIP CHARGE:~~

~~Trip charges are permitted when time and material work is requested at the following sites only:~~

~~3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)~~

~~3.2 County offices located in Gila Bend, AZ~~

~~3.3 County offices located in Buckeye, AZ~~

~~3.4 County offices located in Aguila, AZ~~

~~3.5 Only one trip charge may be charged per service call.~~

~~3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed $50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.~~

~~4.0 CONTRACTOR REQUIREMENTS:~~

~~4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.~~

~~4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.~~

~~4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.~~

~~4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:~~

~~4.4.1 Shirt/blouse~~

~~4.4.2 Vest~~

~~4.4.3 Cap~~

~~4.4.4 Badging that identifies the business they work for~~

~~4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.~~

~~4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.~~

~~4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.~~

~~5.0 BUILDING SECURITY (KEYS):~~

~~5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:~~

~~5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.~~

~~5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.~~

~~5.4 The Contractor shall notify FMD within twenty four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.~~

~~6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.SALVAGE:~~

~~Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on-site storage of contractor's salvaged materials will be permitted.~~

~~7.0 INVOICES AND PAYMENTS:~~

~~For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 – or to the address that was used in establishing the associated Home Depot Account.~~

~~7.1 Company name, address and contact information~~

~~7.2 County bill-to name and contact/requestor information~~

~~7.3 Building Name and Building Number~~

~~7.4 County purchase order number~~

~~7.5 County contract number~~

~~7.6 Maximo (FMD) service call number~~

~~7.7 Invoice number and date~~

~~7.8 Date of service or delivery~~

~~7.9 Description of Purchase (services performed)~~

~~7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)~~

~~7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)~~

~~7.12 Arrival and completion time~~

~~7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied~~

~~7.14 Payment Terms~~

~~For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to $25.00 per work order to cover these type of expenses. Anything beyond the $25 limit, will be provided at the contractor's own expense.~~

~~8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:~~

~~A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.~~

16154 EXHIBIT C

FACILITIES MANAGEMENT REQUIREMENTS

Maricopa County Facilities Management operation requirements.

1.0 **HOURS OF SERVICE (any fluctuations to these hours will be handled in the Solicitation):**

1.1 **REGULAR HOURS are between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.**

1.2 **AFTER HOURS are between the hours of 6:00 p.m. and prior to 6:00 a.m., Monday through Friday.**

1.3 **WEEKENDS are anytime on a Saturday or a Sunday.**

1.4 **HOLIDAYS are County holidays.**

1.5 **Services shall be available 24 hours per day, 7 days per week, 365 days per year.**

1.6 **The Facilities Management Parts Warehouse is open for deliveries between the hours of 7:00 a.m. to 3:00 p.m. weekdays except for County holidays.**

2.0 **BEGINNING OF WORK:**

2.1 **Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and use best efforts to respond to a call for services within thirty (30) minutes of receipt via phone or email.**

2.2 **During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYs, Contractor shall strive to respond on-site to begin work within four (4) hours of receipt of a service request unless arranged for a later date/time with the County per the work order or notice to proceed.**

2.3 **The four (4) hour response time shall carryover to the next working day if called into Contractor's office as a non-emergency call after 2:00 p.m. The Contractor will be required to begin work by 8:00 a.m. the following day, as mutually agreed to by the Parties.**

2.4 **Contractors shall strive to respond to EMERGENCY requests immediately and report on-site to begin work within two (2) hours service call request regardless of the time of day, WEEKEND or HOLIDAY.**

3.0 **TRIP CHARGE:**

One-time trip charges of $50.00, or other amount only if previously identified to the Maricopa County contact and agreed to by them (one per work order), are permitted when Time and Materials work is requested at the following sites ONLY:

3.1 **MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)**

3.2 **County offices located in Gila Bend, AZ**

3.3 **County offices located in Buckeye, AZ**

3.4 **County offices located in Aguila, AZ**

4.0 **DEAD END CHARGE:**

If the Contractor is unable to locate a County representative familiar with the work or is unable to gain access to the work site, the Contractor shall call the County Boiler Room (602-506-3310). The Boiler Room technician will give Contractors further instruction at this time. If the Contractor is delayed or turned away, a $50.00 trip charge shall be authorized by the County.

5.0 **CONTRACTOR REQUIREMENTS:**

5.1 **Contractor shall provide and maintain during the entire period of this contract, all labor, supervision, materials, effort, tools, and equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. Contractor shall provide evidence of his ability to furnish equipment and personnel. The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.**

5.2 **The Contractor shall perform the work in such a way as to minimize disruption to the normal operation of the County site and building occupants. Upon completion of work, the Contractor is responsible for cleaning and removing from the job site; all debris, materials, and equipment associated with the work performed and County property is restored to the same condition prior to start of the job. Such disturbances may include, but are not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. Documentation will be performed through an audit and feedback system of contract administration. If an inspection reveals that the Contractor failed to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor fail to correct noted issues, the County reserves the right to make other arrangements to have the area cleaned and the cost of such work shall be offset from any monies due the Contractor.**

5.3 **The Contractor shall perform all services in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property due to any services performed under this contract, the Contractor shall notify the County representative immediately of damages and replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, and the cost of such work shall be deducted from the monies due the Contractor.**

5.4 **Contractor's bidding on this solicitation may visit the sites to determine conditions that would affect prices and work performance. As some sites do have internal restrictions, a site visit may be scheduled if necessary. See GIS link for site directions: https://gisportal.maricopa.gov/FMD/Facility/Index.html.**

5.5 **Contractors must have a facility sufficient to support the work contemplated by this contract within fifty (50) miles of 401 W. Jefferson St., Phoenix AZ 85003.**

5.6 **The Contractor agrees to utilize only experienced, responsible, and capable people in the performance of the work.**

5.7 **All vehicles used by Contractor shall be clearly identified with the name of the company on each side of the equipment, including personnel transportation vehicles, or consistent with the Contractor's business practices. The letters shall be of such size that they are distinguishable from a reasonable distance or consistent with the Contractor's business practices.**

5.8 **All employees of the Contractor shall wear a company uniform identified with the company name that may include of one of the following:**

- **Shirt/blouse**

- **Vest**
- **Cap**

5.9 **Only authorized employees of the Contractor are allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.**

5.10 **All work must comply with EPA, OSHA, and any State, County, or local regulations in effect at each service location. Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the jobsite. If the Contractor is found not to be in compliance with Federal, State, County, and/or Municipal safety rules, ordinances, policy, procedure, or codes, the County may, in accordance with the "Suspension of Work" clause of the contract, suspend the work without cost to the County until such non-compliant issues are rectified to the satisfaction of the Using Agency. Continued non-compliance may result in termination.**

6.0 **BUILDING ACCESS:**

6.1 **The Contractor may be provided access to County Facilities at the discretion of Facilities Management. keys, badges, or access cards will be provided per the following guidelines:**

6.2 **Contractor employees may sign out a set of keys (all looped on a single key ring) upon arrival at site, and must turn-in key set after completion of duties unless they are issued a permanent key.**

6.3 **Permanent keys may be provided to Contractor employees on a case-by-case basis. Should an employee leave the Contractor's work force, Contractor must immediately notify the County and keys, badges, and access cards must be returned to the County.**

6.4 **The Contractor shall notify the County within twenty-four (24) hours if any keys, badges, or access cards are lost, misplaced, stolen or otherwise not within the Contractor's control.**

6.5 **Once this agreement is complete, expired, or terminated, the Contractor shall immediately return all keys, badges, or access cards to the County.**

6.6 **Failure to comply with these requirements may result in the Contractor being assessed the cost of replacing keys or access cards and any associated cost to ensure the security of County facilities including but not limited to, re-keying the ENTIRE building at the expense of the Contractor.**

7.0 **CANCELLATION COST:**

Any scheduled work cancelled without a minimum of 48 hours prior notice to the County will be rescheduled with the Contractor and is subject up-to a 25% reduction of the cost.

8.0 **SALVAGE:**

Salvage and trade-in rights shall be evaluated on a project-by-project basis by the County and shall be determined prior to incorporation in the Contractor's bid price. Salvageable materials without pre-approved Contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If Contractor is given salvage rights, salvageable materials shall be removed daily. On-site storage of Contractor's salvaged materials is not permitted.

9.0 **DELIVERY:**

9.1 **Delivery shall be made to the County no later than 3:00 p.m. on the seventh (7th) calendar day after order is received.**

9.2 **Exceptions to delivery schedule will be special order items that must be identified to the County.**

9.3 **Maricopa County reserves the right to obtain material on the open market in the event vendors fail to make delivery and charge any price differential to the vendor.**

9.4 **Delivery will be made to the following address:**

FACILITIES MANAGEMENT DIVISION (FMD) WAREHOUSE
2401 S. 28th Dr.
Phoenix, AZ 85009

Warehouse Manager: 602-506-1935
Warehouse Specialist: 602-506-1943
Receiving hours: 7:00 a.m. – 3:00 p.m.

10.0 **FACILITIES MANAGEMENT INVOICES AND PAYMENTS:**

10.1 **Payment terms shall be calculated based on the date a properly completed invoice is received by the County.**

10.2 **For transactions using a Home Depot Net 30 Account, Contractors shall provide the County with invoices no later than fourteen (14) days after all services and delivery of goods are complete and accepted by the County rendered final.**

10.3 **Home Depot Account invoices should contain access to the following information:**

- **Company name, address and contact information**
- **County bill-to name and contact/requestor information**
- **Building name and building number**
- **County purchase order number**
- **Contract or BidSync agreement number**
- **Maximo (Facilities Management) work order number**
- **Invoice number and date**
- **Date of service or delivery (for Project work: use "Completion date")**
- **Description of services performed**
- **Line item description of parts and materials (Time and Materials work)**
- **Line item labor breakdown: arrival and completion time, rate per hour x no. of hours by personnel type (Time & Materials work)**
- **Total amount due with tax amounts separated (Time and Materials work).**
  ***On a separate line, clearly indicate the tax rate being applied**

- **Payment Terms as stated in the agreement**

10.4 **Questions regarding billing or invoicing shall be directed to the email address below.**

10.5 **Invoices shall be e-mailed to: FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV**

10.6 **If invoices cannot be e-mailed, send by mail to:**

Maricopa County Facilities Management – Accounts Payable
401 W. Jefferson St.
Phoenix, Arizona 85003

10.7 **Payment shall be made to the Contractor by the Accounts Payable/Finance department through an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Contractor Registration Form located on the County Department of Finance Contractor Registration Web Site (http://www.maricopa.gov/922/Vendors).**

10.8 **EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.**

HOME DEPOT U.S.A., INC., PO BOX 193176, COLUMBUS OH 43218
~~2455 PACES FERRY ROAD, ATLANTA, GA. 30339~~

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31,** ~~2021~~ **2026.**

ITEM # 18

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-64 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED AUGUST 28, 2024

RESOLUTION NO. 24-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1578, consisting of 8 pages, and including:

Warrant No.

General: Check No. 604312 through 604470
ACH No. 6867 through 6973

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 28th DAY OF AUGUST 2024.

_____
Scarlet Peralta, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-64 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of August 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1578
From Payment Date 08/02/24 - To Payment Date 08/15/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6867	08/08/2024	$556,446.59	NOTE PRINCIPAL	17870	THE BANK OF NEW YORK MELLON
6868	08/08/2024	$390.86	TRAINING	3163	BANK OF AMERICA
6869	08/08/2024	$117.46	SUPPLIES	3163	BANK OF AMERICA
6870	08/08/2024	$164.39	SUPPLIES	3163	BANK OF AMERICA
6871	08/08/2024	$6,607.17	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6872	08/08/2024	$96.65	SUPPLIES	3163	BANK OF AMERICA
6873	08/08/2024	$261.06	SUPPLIES	3163	BANK OF AMERICA
6874	08/08/2024	$147.51	SUPPLIES	3163	BANK OF AMERICA
6875	08/08/2024	$1,669.33	TRAINING	3163	BANK OF AMERICA
6876	08/08/2024	$3,479.25	SUPPLIES	3163	BANK OF AMERICA
6877	08/08/2024	$355.82	SUPPLIES	3163	BANK OF AMERICA
6878	08/08/2024	$110.23	SUPPLIES	3163	BANK OF AMERICA
6879	08/08/2024	$1,301.65	FUEL	3163	BANK OF AMERICA
6880	08/08/2024	$1,018.98	SUPPLIES	3163	BANK OF AMERICA
6881	08/08/2024	$40.00	FUEL	3163	BANK OF AMERICA
6882	08/08/2024	$70.02	FUEL	3163	BANK OF AMERICA
6883	08/08/2024	$1,015.03	SUPPLIES	3163	BANK OF AMERICA
6884	08/08/2024	$5,125.29	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6885	08/08/2024	$582.53	TRAINING	3163	BANK OF AMERICA
6886	08/08/2024	$1,060.70	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6887	08/08/2024	$4,922.89	SUPPLIES	3163	BANK OF AMERICA
6888	08/08/2024	$1,114.61	SUPPLIES	3163	BANK OF AMERICA
6889	08/08/2024	$225.18	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6890	08/08/2024	$1,721.52	SUPPLIES	3163	BANK OF AMERICA
6891	08/08/2024	$421.13	SUPPLIES	3163	BANK OF AMERICA
6892	08/08/2024	$2,902.22	SUPPLIES	3163	BANK OF AMERICA
6893	08/08/2024	$1,695.29	SUPPLIES	3163	BANK OF AMERICA
6894	08/08/2024	$754.57	SUPPLIES	3163	BANK OF AMERICA
6895	08/08/2024	$30.45	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
6896	08/08/2024	$3,637.50	SUPPLIES	3163	BANK OF AMERICA
6897	08/08/2024	$3,691.15	SUPPLIES	3163	BANK OF AMERICA
6898	08/08/2024	$1,162.06	SUPPLIES	3163	BANK OF AMERICA
6899	08/08/2024	$1,888.88	SUPPLIES	3163	BANK OF AMERICA
6900	08/08/2024	$59,929.02	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN

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General Account					
6901	08/08/2024	$327.88	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
6902	08/08/2024	$4,717.46	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6903	08/08/2024	$389,426.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
6904	08/08/2024	$4,035.00	CONTRACT SERVICES	2102	JOHN P BEROKOFF
6905	08/08/2024	$2,414.04	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
6906	08/08/2024	$6,242.24	CONTRACT SERVICES	2624	CRAFCO INC
6907	08/08/2024	$113.95	CONTRACT SERVICES	23660	DAIOHS USA
6908	08/08/2024	$792.61	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD INC
6909	08/08/2024	$2,053.75	CONTRACT SERVICES	46870	HDL COREN & CONE
6910	08/08/2024	$15,855.84	CONTRACT SERVICES	2793	IBE DIGITAL
6911	08/08/2024	$17,051.06	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
6912	08/08/2024	$8,891.07	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC
6913	08/08/2024	$3,825.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
6914	08/08/2024	$962,880.06	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
6915	08/08/2024	$348.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
6916	08/08/2024	$971.72	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
6917	08/08/2024	$273.58	SUPPLIES	33960	DAVID SOSNOWSKI
6918	08/08/2024	$13,304.50	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
6919	08/08/2024	$22,000.00	CONTRACT SERVICES	3602	THE PUN GROUP LLP
6920	08/08/2024	$535.60	RETIREMENT	27300	ROBERT C TUFANO
6921	08/08/2024	$73,031.72	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
6922	08/08/2024	$518.54	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
6923	08/08/2024	$4,706.81	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6924	08/08/2024	$213.40	CONTRACT SERVICES	3140	WEX HEALTH INC
6925	08/08/2024	$570.00	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
6926	08/15/2024	$1,192.64	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6927	08/15/2024	$400.86	SUPPLIES	3163	BANK OF AMERICA
6928	08/15/2024	$208.35	SUPPLIES	3163	BANK OF AMERICA
6929	08/15/2024	$573.62	SUPPLIES	3163	BANK OF AMERICA
6930	08/15/2024	$208.05	SUPPLIES	3163	BANK OF AMERICA
6931	08/15/2024	$1,297.71	SUPPLIES	3163	BANK OF AMERICA
6932	08/15/2024	$125.76	SUPPLIES	3163	BANK OF AMERICA
6933	08/15/2024	$860.54	SUPPLIES	3163	BANK OF AMERICA
6934	08/15/2024	$4,619.65	TRAINING	3163	BANK OF AMERICA
6935	08/15/2024	$176.79	SUPPLIES	3163	BANK OF AMERICA
6936	08/15/2024	$51.98	FUEL	3163	BANK OF AMERICA

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6937	08/15/2024	$225.00	SUPPLIES	3163	BANK OF AMERICA
6938	08/15/2024	$4.00	SUPPLIES	3163	BANK OF AMERICA
6939	08/15/2024	$1,043.60	SUPPLIES	3163	BANK OF AMERICA
6940	08/15/2024	$174.77	SUPPLIES	3163	BANK OF AMERICA
6941	08/15/2024	$2,699.07	SUPPLIES	3163	BANK OF AMERICA
6942	08/15/2024	$36.56	SUPPLIES	3163	BANK OF AMERICA
6943	08/15/2024	$391.40	SUPPLIES	3163	BANK OF AMERICA
6944	08/15/2024	$1,077.93	SUPPLIES	3163	BANK OF AMERICA
6945	08/15/2024	$496.57	SUPPLIES	3163	BANK OF AMERICA
6946	08/15/2024	$54.36	FUEL	3163	BANK OF AMERICA
6947	08/15/2024	$110.56	FUEL	3163	BANK OF AMERICA
6948	08/15/2024	$675.64	TRAINING	3163	BANK OF AMERICA
6949	08/15/2024	$173.75	FUEL	3163	BANK OF AMERICA
6950	08/15/2024	$407.34	SUPPLIES	3163	BANK OF AMERICA
6951	08/15/2024	$962.80	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
6952	08/15/2024	$8,955.38	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
6953	08/15/2024	$2,719.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
6954	08/15/2024	$853,836.57	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
6955	08/15/2024	$261.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
6956	08/15/2024	$26,730.25	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
6957	08/15/2024	$3,068.67	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6958	08/15/2024	$4,411.14	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
6959	08/15/2024	$3,535.00	CONTRACT SERVICES	4510	112 SOUTH EUCALYPTUS AVE LLC
6960	08/15/2024	$3,700.61	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6961	08/15/2024	$420.00	CONTRACT SERVICES	2365	LETICIA TORRES
6962	08/15/2024	$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
6963	08/15/2024	$6,594.76	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY INC
6964	08/15/2024	$2,263.65	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6965	08/15/2024	$8,520.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
6966	08/15/2024	$4,920.59	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
6967	08/15/2024	$750.00	TRAVEL & MEETINGS	51550	MONTEBELLO CHAMBER OF COMMERCE
6968	08/15/2024	$3,225.49	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
6969	08/15/2024	$5,536.15	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
6970	08/15/2024	$29.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
6971	08/15/2024	$125,000.00	MISCELLANEOUS EXPENSE	2789	TREND SPORTS LLC
6972	08/15/2024	$208.55	CONTRACT SERVICES	3140	WEX HEALTH INC

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General Account					
6973	08/15/2024	$240.00	CONTRACT SERVICES	328	ANNE DONOFRIO-HOLTER
	ACH TOTAL	$3,282,932.83			
604312	08/08/2024	$30.00	CARPOOL INCENTIVE	3893	MICHAEL FRANCO LOPEZ
604313	08/08/2024	$1,726.13	UTILITY SERVICES	23610	VERIZON WIRELESS
604314	08/08/2024	$1,500.00	EDUCATION REIMBURSEMENT	4148	MARIA CELESTE ALCANTAR
604315	08/08/2024	$1,690.91	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
604316	08/08/2024	$1,863.00	RETIREMENT	3128	CITY OF BELL GARDENS
604317	08/08/2024	$7,370.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
604318	08/08/2024	$3,489.70	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
604319	08/08/2024	$270,909.95	CONTRACT SERVICES	30170	CITY OF DOWNEY
604320	08/08/2024	$14.08	MAIL/ POSTAL EXPENSE	3167	GLS US
604321	08/08/2024	$193.55	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
604322	08/08/2024	$952.08	ADVERTISING/PRINTING SERVICES	3063	HALO BRANDED SOLUTIONS INC
604323	08/08/2024	$68.00	PARKS AND RECREATION	4436	LIAN HERRERA
604324	08/08/2024	$2,647.91	CONTRACT SERVICES	79	INNOVATIVE PLAYGROUNDS COMPANY INC
604325	08/08/2024	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
604326	08/08/2024	$666.58	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
604327	08/08/2024	$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
604328	08/08/2024	$75.00	PERMITS AND FEES	58760	COUNTY OF LOS ANGELES
604329	08/08/2024	$24,880.10	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
604330	08/08/2024	$23,032.62	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
604331	08/08/2024	$12,106.23	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
604332	08/08/2024	$1,847.77	SUPPLIES	15620	OFFICE DEPOT INC
604333	08/08/2024	$492.58	RETIREMENT	42490	LINDA PAYAN
604334	08/08/2024	$65.28	UTILITY SERVICES	100	PICO WATER DISTRICT
604335	08/08/2024	$1,261.75	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL INC
604336	08/08/2024	$11,000.00	BUILDING IMPROVEMENTS	3985	PRO CERAMIC TILE
604337	08/08/2024	$1,366.13	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
604338	08/08/2024	$500.00	SUPPLIES	3687	JESSE PUEBLA
604339	08/08/2024	$11,971.75	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
604340	08/08/2024	$83,124.94	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604341	08/08/2024	$715.63	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
604342	08/08/2024	$60,794.72	MACHINERY & EQUIPMENTS	13580	TENNANT SALES AND SERVICE CO
604343	08/08/2024	$23,318.14	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
604344	08/08/2024	$2,726.74	UTILITY SERVICES	72570	US TELEPACIFIC CORP

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General Account					
604345	08/08/2024	$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
604346	08/08/2024	$2,815.82	UTILITY SERVICES	23610	VERIZON WIRELESS
604347	08/08/2024	$1,857.71	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
604348	08/08/2024	$55,534.50	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
604349	08/08/2024	$3,039.13	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
604350	08/08/2024	$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
604351	08/08/2024	$9,300.00	CONTRACT SERVICES	3646	ALLIED DISASTER DEFENSE
604352	08/08/2024	$150.00	CONTRACT SERVICES	2504	ALBERT COBOS
604353	08/08/2024	$900.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS DOSS
604354	08/08/2024	$52,600.00	BUILDING IMPROVEMENTS	3985	PRO CERAMIC TILE
604355	08/15/2024	$27.50	PARKS AND RECREATION	4650	ROSANNA ACOSTA
604356	08/15/2024	$60.00	PARKS AND RECREATION	4649	ORSON AVALOS
604357	08/15/2024	$47.50	GENERAL GOVERNMENT	4648	MARIA BUENO
604358	08/15/2024	$12,159.07	CONTRACT SERVICES	4312	BURKE, WILLIAMS & SORENSEN, LLP
604359	08/15/2024	$620.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
604360	08/15/2024	$60.00	PARKS AND RECREATION	4654	ITZEL CORTEZ
604361	08/15/2024	$136.00	PARKS AND RECREATION	4641	JOAQUIN GARCIA
604362	08/15/2024	$3,773.23	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
604363	08/15/2024	$29,950.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
604364	08/15/2024	$250.00	GENERAL GOVERNMENT	2286	INTEX SOLUTIONS
604365	08/15/2024	$3,900.00	CONTRACT SERVICES	4095	KIMBERLY ANN TURNER CONSULTING SERVICES
604366	08/15/2024	$4,000.00	CONTRACT SERVICES	4455	MOFFATT & NICHOL
604367	08/15/2024	$10,857.16	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
604368	08/15/2024	$12,422.60	CONTRACT SERVICES	3234	SCHOOL NUTRITION PLUS
604369	08/15/2024	$59.03	UTILITY SERVICES	1732	AT&T CORP
604370	08/15/2024	$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604371	08/15/2024	$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604372	08/15/2024	$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604373	08/15/2024	$1,195.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604374	08/15/2024	$600.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604375	08/15/2024	$1,595.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
604376	08/15/2024	$120.66	TRAVEL & MEETINGS	4594	RAUL ALVAREZ
604377	08/15/2024	$50.00	PARKS AND RECREATION	4652	LOURDES AMEZCUA
604378	08/15/2024	$600.00	CONTRACT SERVICES	1429	JEFF ANAYA
604379	08/15/2024	$2,594.59	UTILITY SERVICES	39550	AT&T
604380	08/15/2024	$6,241.80	UTILITY SERVICES	39550	AT&T

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604381	08/15/2024	$40.74	UTILITY SERVICES	39550	AT&T
604382	08/15/2024	$7.00	POLICE RELATED FEES	4669	AVEDIS BAGRAMYAN
604383	08/15/2024	$500.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
604384	08/15/2024	$60.00	PARKS AND RECREATION	4653	ANDREA BILLY
604385	08/15/2024	$70.00	POLICE RELATED FEES	4680	AROUTIOUN BIOULBIOULDJIAN
604386	08/15/2024	$520.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
604387	08/15/2024	$14,064.52	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
604388	08/15/2024	$68.00	PARKS AND RECREATION	4642	EFRAIN CARILLO
604389	08/15/2024	$1,320.00	CONTRACT SERVICES	4288	CASA BONITA SENIOR APARTMENTS
604390	08/15/2024	$0.00	VOID	4661	GERARDO CEJA
604391	08/15/2024	$525.00	CONTRACT SERVICES	4481	CENTURY CITYVIEW LP
604392	08/15/2024	$70.00	POLICE RELATED FEES	4660	JOSE DAVID CERON
604393	08/15/2024	$1,800.00	CONTRACT SERVICES	3644	GRACE CHANG
604394	08/15/2024	$2,350.00	CONTRACT SERVICES	3644	GRACE CHANG
604395	08/15/2024	$491.04	SUPPLIES	3437	CHARGEPOINT INC
604396	08/15/2024	$126.23	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
604397	08/15/2024	$948.58	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
604398	08/15/2024	$5,707.06	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
604399	08/15/2024	$70.00	POLICE RELATED FEES	4671	JI CHENG
604400	08/15/2024	$3,408.11	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
604401	08/15/2024	$70.00	POLICE RELATED FEES	4662	GEORGE DEL RIO
604402	08/15/2024	$75,128.02	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
604403	08/15/2024	$300.00	CONTRACT SERVICES	3736	JACQUELYN ROSE DIAZ
604404	08/15/2024	$300.00	CONTRACT SERVICES	3735	MARIAH JADE AMANDA DIAZ
604405	08/15/2024	$600.00	CONTRACT SERVICES	4142	CARLOS ALEXANDRO DIAZ DIAZ
604406	08/15/2024	$70.00	POLICE RELATED FEES	4677	ROBERT DURAN
604407	08/15/2024	$1,000.00	CONTRACT SERVICES	4509	ELATA INVESTMENTS LLC
604408	08/15/2024	$810.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC
604409	08/15/2024	$70.00	PARKS AND RECREATION	4673	RICHARD ESQUIVEL
604410	08/15/2024	$140.00	POLICE RELATED FEES	4678	NATALIE R ESTRADA
604411	08/15/2024	$125.00	PARKS AND RECREATION	4658	ANA GARCIA
604412	08/15/2024	$5,078.01	ACCOUNTS RECEIVABLE	4451	BRION GORRELL
604413	08/15/2024	$70.00	POLICE RELATED FEES	4659	ANNA HA
604414	08/15/2024	$70.00	POLICE RELATED FEES	4665	BRANDON HARRIS
604415	08/15/2024	$2,723.84	SUPPLIES	2059	HASA INC
604416	08/15/2024	$25.00	PARKS AND RECREATION	4656	SOCORRO HERNANDEZ

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604417	08/15/2024	$140.00	POLICE RELATED FEES	4683	KEVIN HUANG
604418	08/15/2024	$70.00	POLICE RELATED FEES	4679	CORINNA JIANG
604419	08/15/2024	$70.00	POLICE RELATED FEES	4672	JOHN KARAPETIAN
604420	08/15/2024	$70.00	POLICE RELATED FEES	4663	MARTHA MALDONADO
604421	08/15/2024	$47.50	GENERAL GOVERNMENT	4647	ROSA MANZO
604422	08/15/2024	$68.00	PARKS AND RECREATION	4640	DOUGLAS MENDEZ
604423	08/15/2024	$26,188.06	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
604424	08/15/2024	$95.00	GENERAL GOVERNMENT	4645	MARISOL MIRANDA
604425	08/15/2024	$70.00	POLICE RELATED FEES	4675	STEPHANIE MUNGUIACAMARENA
604426	08/15/2024	$1,316.32	SUPPLIES	15620	OFFICE DEPOT INC
604427	08/15/2024	$70.00	POLICE RELATED FEES	4666	MARCUS ANTHONY OHM
604428	08/15/2024	$518.80	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
604429	08/15/2024	$850.00	CONTRACT SERVICES	4289	PR SHANGRI LODGE, LLC
604430	08/15/2024	$1,050.00	TRAINING	4639	PUBLIC SAFETY VOLUNTEER INSTITUTE
604431	08/15/2024	$140.00	POLICE RELATED FEES	4684	THERESA Y RIVERA
604432	08/15/2024	$4,279.07	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
604433	08/15/2024	$70.00	POLICE RELATED FEES	4682	DAVID SALINAS
604434	08/15/2024	$175.00	CONTRACT SERVICES	4655	CARLOS SANCHEZ
604435	08/15/2024	$70.00	POLICE RELATED FEES	4667	LUIS A SANCHEZ
604436	08/15/2024	$1,764.88	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
604437	08/15/2024	$165.96	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
604438	08/15/2024	$541.04	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
604439	08/15/2024	$165.96	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
604440	08/15/2024	$159.92	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
604441	08/15/2024	$9,268.04	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
604442	08/15/2024	$180,732.43	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
604443	08/15/2024	$44,674.90	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
604444	08/15/2024	$811.46	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
604445	08/15/2024	$900.00	CONTRACT SERVICES	4520	STARBIANO LLC
604446	08/15/2024	$5,479.29	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
604447	08/15/2024	$410.00	GENERAL GOVERNMENT	4651	ROBERT TALAMANTES
604448	08/15/2024	$70.00	POLICE RELATED FEES	4676	CEEJAY TOMIKO TERAMOTO
604449	08/15/2024	$17,524.76	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
604450	08/15/2024	$8,130.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
604451	08/15/2024	$2,600.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
604452	08/15/2024	$582.76	CONTRACT SERVICES	4634	THE WORD CHURCH LA

City of Montebello
Register of Demands No. 1578
From Payment Date 08/02/24 - To Payment Date 08/15/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
604453	08/15/2024	$1,758.50	SUPPLIES	45120	ULINE INC
604454	08/15/2024	$140.00	POLICE RELATED FEES	4668	ROBERT RAMIREZ ULLOA
604455	08/15/2024	$70.00	POLICE RELATED FEES	4670	JONATHAN UYERE
604456	08/15/2024	$70.00	POLICE RELATED FEES	4681	ADAM RUBEN VALDIVIA
604457	08/15/2024	$125.00	GENERAL GOVERNMENT	4646	ALICIA VARGAS
604458	08/15/2024	$663.00	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
604459	08/15/2024	$70.00	POLICE RELATED FEES	4674	CLARISSA VELASCO
604460	08/15/2024	$7,544.15	UTILITY SERVICES	23610	VERIZON WIRELESS
604461	08/15/2024	$70.00	POLICE RELATED FEES	4664	ROSALINDA VILLAREAL
604462	08/15/2024	$195.00	SUPPLIES	3572	JIM WARINO
604463	08/15/2024	$1,857.71	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
604464	08/15/2024	$203.70	CONTRACT SERVICES	3140	WEX HEALTH INC
604465	08/15/2024	$241.56	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
604466	08/15/2024	$70.00	PARKS AND RECREATION	4644	JAMES WILLIAMS
604467	08/15/2024	$60.00	PARKS AND RECREATION	4643	GISELLE ZAVALA
604468	08/15/2024	$3,474.44	SUPPLIES	4365	ANDREW ARTHUR GARCIA
604469	08/15/2024	$70.00	POLICE RELATED FEES	4661	GERARDO CEJA
604470	08/15/2024	$11,126.33	SUPPLIES	4163	LZB RETAIL, INC.
	CHECK TOTAL	$1,240,858.70			
	GRAND TOTAL	$4,523,791.53			

EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

City Council Forecasted Agenda Calendar - September

September 11th - City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	National Hispanic Heritage Month (Sept 15 - Oct 15)	Presentation	Public Affairs	David S.
	National Preparedness Month	Presentation	Public Affairs	David S.
	Rail Safety Month	Presentation	Public Affairs	David S.
	Montebello-Ashiya Sister City Students	Presentation	Ashiya	Emma D.
	Review of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs Draft Consolidated Annual Performance and Evaluation Report (CAPER) for FY 2023-24	Public Hearing	Planning	Joe P.
	Update Conflict of Interest Code	Consent	Admin	Kim G.
	Award Bella Verde Drive Pavement Rehabilitation Project – CP No. 918	Consent	Public Works	Cesar R.
	Execute Amendment No. 10 to IE-Bowman Agreement to provide PM Services	Consent	Public Works	Cesar R.
	Execute LOE with AIM CM Services associated with Bella Verde Drive Street Improvement Project	Consent	Public Works	Cesar R.
	Request for Proposal for Citywide Janitorial Services	Consent	Public Works	Cesar R.
	Amendment No. 1 to Wolverine Fence Company	Consent	Public Works	Cesar R.
	Award Montebello City Park Baseball Field Renovation Project – CP No. 928	Consent	Public Works	Cesar R.
	Notice Inviting Bid for Fire Station #56 – CDBG Funded Project	Consent	Public Works	Cesar R.
	Amendment No. XX to Agreement No. XXXX with Avail Technologies	Consent	Transit	John S.
	Minutes	Consent.	Admin	Kim G.
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.