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## CITY OF MONTEBELLO CALL AND NOTICE OF A SPECIAL CITY COUNCIL MEETING AGENDA

**THURSDAY, DECEMBER 5, 2024 AT 6:00 PM**

**CITY HALL COUNCIL CHAMBERS  
1600 WEST BEVERLY BOULEVARD  
MONTEBELLO, CALIFORNIA**

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**NOTICE IS HEREBY GIVEN** that a Special Meeting for the City of Montebello City Council is hereby called to be held on **Thursday, December 5, 2024, at 6:00 p.m. at City Hall, Council Chambers, located at 1600 West Beverly Boulevard, Montebello, CA 90640.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebellocal.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 48 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 only address the City Council in person the day of the meeting.*** The public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this meeting, in accordance with Government Code Section 54954.3(a). 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; Public Hearing items do not require a speaker card. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person; staff will number and call each speaker card in the order received.

**AGENDA MATERIALS:** The agenda/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 AGENDA ITEMS ONLY**

At this time, the general public may ***only*** address the City Council during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on 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.

**CLOSED SESSION**

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Government Code Section 54956.9(d)(1)  
Conrad Lopez v. City of Montebello  
Case No.: ADJ18859366; ADJ15372036; ADJ15372054; ADJ15596554; ADJ19409461

**REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION**

**CLOSED SESSION REPORT**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CEREMONIAL ITEMS/PRESENTATIONS - NONE**

**CORRECTIONS TO THE AGENDA - CITY MANAGER**

**STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**

**REGULAR BUSINESS**

**2. ADOPT RESOLUTION NO. 24-85, CERTIFICATION OF THE NOVEMBER 5, 2024, GENERAL ELECTION**

**RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file the Certification of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk; and



2. Adopt Resolution No. 24–85 reciting the facts of the General Election held on November 5, 2024, declaring the results and such other matters as required by law; and
3. Take such additional, related action that may be desirable.

**3. ADOPT RESOLUTION NO. 24-89, DECLARING THE RESULTS OF THE NOVEMBER 5, 2024 MUNICIPAL RECALL ELECTION**

**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 24-89 declaring the results of the November 5, 2024, Municipal Recall Election; and
2. Take such additional, related action that may be desirable.

**4. AUTHORIZE THE CITY MANAGER TO EXECUTE THE GRADE CROSSING CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENTS WITH UNION PACIFIC RAILROAD (“UPRR”) AND SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (“SGVCOG”)**

**RECOMMENDATION: It is recommended that the City Council:**

1. Approve the execution of the Grade Crossing Construction, Operation and Maintenance Standard form Agreements (“Agreements”) for South Vail Avenue, South Greenwood Avenue, and Maple Avenue by and between the City of Montebello, Union Pacific Railroad (UPRR) and San Gabriel Valley Council of Governments (SGVCOG) related to the Montebello Avenue Grade Separation Project (“Project”); and
2. Authorize the City Manager to execute the cooperative agreement; and
3. Take such additional, related action that may be desirable.

**5. AWARD CONSTRUCTION AGREEMENT NO. 4251 TO HARDY & HARPER, INC. FOR THE FISCAL YEAR 2023-24 SENATE BILL 1 (SB 1) STREET IMPROVEMENT PROJECT (CP 913)**

**RECOMMENDATION: It is recommended that the City Council:**

1. Award Construction Agreement No. 4251 to Hardy & Harper, Inc. for the Fiscal Year 2023-24 SB 1 Street Improvement Project (CP 913) as the most responsive, responsible bidder for the amount of Two Million, Nine-Hundred Twenty-Six Thousand Dollars (\$2,926,000); and
2. Approve a 10% construction contingency of \$292,600 for any necessary change orders; and
3. Amend the Fiscal Year 2024-25 Capital Improvement Budget by increasing appropriations by \$1,200,000 in Account No. 201-30-330-6040.50 (RMRA, Public Works, Engineering, Contract Services - Street Maintenance); and
4. Authorize the City Clerk’s Office to release all-other bidders’ bonds; and
5. Authorize the City Manager to execute Agreement No. 4251 and all applicable change orders in good faith; and
6. Take such additional, related action that may be desirable.

**6. AWARD AGREEMENT NO. 4255 TO VOLTAIRE ENGINEERING, INC. FOR THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT – PHASE 1: LANDSCAPE AREA (CP 924)**

**RECOMMENDATION: It is recommended that the City Council:**

1. Award Agreement No. 4255 to Voltaire Engineering, Inc. for the Rio Hondo River Access Improvement Project – Phase 1 Landscape Area (CP 924) as the most responsive, responsible bidder in the amount of \$397,768 plus a 10% construction contingency of \$39,777 for a total contract amount of \$437,545; and
2. Authorize the City Clerk’s Office to release all remaining bidders’ bonds; and
3. Authorize the City Manager to execute the construction contract agreement and any subsequent change orders in good faith; and
4. Take such additional, related action that may be desirable.

**7. ADOPT RESOLUTION NO. 24-90 ADOPTING AN ARTIFICIAL INTELLIGENCE USE POLICY FOR THE CITY OF MONTEBELLO**

**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 24-90 adopting an Artificial Intelligence Use Policy ("AI Policy") for the City of Montebello; and
2. Take such additional, related action that may be desirable.

**CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss 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. ACCEPT THE 2023 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT THROUGH AGREEMENT NO. 4243 WITH THE COUNTY OF LOS ANGELES AND APPROVE PURCHASE OF VEHICLES AND RELATED EQUIPMENT**

**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the City Manager to execute Agreement No. 4243 with the County of Los Angeles to accept public safety grant funding in the amount of \$96,600 from the 2023 State Homeland Security Program (SHSP); and,
2. Authorize the acceptance of additional grant funding of approximately \$450,000 through the 2023 State Homeland Security Program (SHSP) via the City of Santa Monica; and,
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$94,000 in Account No. 265-80-866-6040.10 (Grants, Police, State Homeland Security Program, Other Contract Services [expenditures]), \$2,600 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]), and \$96,600 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
4. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$450,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and \$450,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
5. Authorize purchase of vehicles and related equipment as allowed per the State Homeland Security Program (SHSP) grant guidelines utilizing the exceptions to the City's standard purchasing process as allowed by Montebello Municipal Code Section 3.20.050(D) - Conformance with Bidding Procedures-City Council Authorization and
6. Take such additional, related action(s) that may be desirable.

**9. REJECT BIDS RECEIVED FOR CONSTRUCTION OF THE SENIOR CENTER REHABILITATION PROJECT (CP 925) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)**

**RECOMMENDATION: It is recommended that the City Council:**

1. Reject all bids received for construction of the Senior Center Rehabilitation Project (CP 925) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize the City Clerks office to release bidders' bonds; and
3. Take such additional, related action that may be desirable.

**10. AWARD AGREEMENT NO. 4256 TO HORIZON MECHANICAL CONTRACTORS OF CALIFORNIA FOR THE IN-WATER POOL LIGHT REPLACEMENT AT GEORGE HENSEL AQUATIC CENTER**

**RECOMMENDATION: It is recommended that the City Council:**

1. Award Agreement No. 4256 to Horizon Mechanical Contractors of California for the in-water pool light replacement at George Hensel Aquatic Center ("Aquatics Center") in a total not-to-exceed amount of Eighty-Six Thousand, Four Hundred and Eighty-Eight Dollars (\$86,488); and
2. Authorize the City Manager to execute Agreement No. 4256 in good faith; and
3. Take such additional, related action that may be desirable.

**11. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4257 TO G&J NEON SIGNS INC. FOR INSTALLATION OF A LED SIGN AT MONTEBELLO CITY HALL****RECOMMENDATION: It is recommended that the City Council:**

1. Award Professional Services Agreement No. 4257 to G&J Neon Signs Inc., for the Installation of a LED Sign at Montebello City Hall in a total not-to-exceed amount of One Hundred Seven Thousand, Fifteen Dollars (\$107,015) in response to Request for Proposal ("RFP") No. 24-19; and
2. Authorize the City Manager to execute and finalize agreement No. 4257 with G&J Neon Signs Inc.; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$107,015 in Account No. 100-70-700-6040.60 (General Fund, Parks and Recreation, Administration, Contract Services Building Maintenance and Repair); and,
4. Take such additional, related action that may be desirable.

**12. APPROVE PURCHASE OF TWO 2025 FORD POLICE INTERCEPTOR VEHICLES****RECOMMENDATION: It is recommended that the City Council:**

1. Approve purchase of two (2) 2025 Ford Police Interceptor vehicles; and
2. Authorize purchase of the vehicles utilizing a Sourcewell Cooperative Purchasing Agreement with Olathe Ford Sales, Inc. (supplier) as permitted by Montebello Municipal Code Section 3.20.050(F); and
3. Authorize the City Manager to execute the procurement through the Sourcewell Cooperative Purchasing Agreement; and
4. Take such additional, related, action that may be desirable.

**13. APPROVE LEASE AGREEMENT NO. 4258 WITH LOS ANGELES COUNTY FOR USE OF THE HOLIFIELD PARK LIBRARY****RECOMMENDATION: It is recommended that the City Council:**

1. Approve Lease Agreement No 4258 with Los Angeles County for a five-year term for use of the Holifield Park Library; and
2. Authorize the City Manager to negotiate final terms and execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

**ADJOURNMENT**

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

**Date and Posted: December 4, 2024, at 6:00 p.m.**

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that the foregoing Notice of the Special Meeting was posted at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Special Meeting.



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.



**ITEM # 2**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Kimberly Guillen, Senior Deputy City Clerk  
Samantha Nevarez, Management Analyst

**SUBJECT: ADOPT RESOLUTION NO. 24-85, CERTIFICATION OF THE  
NOVEMBER 5, 2024, GENERAL ELECTION**

**DATE:** December 5, 2024

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**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Receive and file the Certification of the Canvass of the Election Returns from the Los Angeles County Registrar-Recorder/County Clerk; and
2. Adopt Resolution No. 24-85 reciting the facts of the General Election held on November 5, 2024, declaring the results and such other matters as required by law; and
3. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The County has not yet invoiced the City for the election costs. The Fiscal Year 2024-25 adopted budget includes \$180,000 for the General Election.

**BACKGROUND/DISCUSSION:**

Pursuant to Elections Code Section 15308, and City of Montebello Resolution No. 24-85, the City of Montebello City Clerk's Office has submitted the Official Canvass Certificate, and the Official Statement of Votes cast by Precinct for the City of Montebello's General Election held on November 5, 2024.

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 2 of 3

The Los Angeles County Registrar of Voters provided certification and canvass information on December 3, 2024, declaring the results of the election. Pursuant to Elections Code Sections 10262 and 10264, the City Council is requesting to adopt the attached Resolution No. 24-85, reciting the results of the General Election held on November 5, 2024.

It is particularly noted that Elections Code section 10263 states as follows:

10263 "Upon the completion of the canvass and before installing the new officers, the governing body shall adopt a resolution reciting the fact of the elections and the other matters that are enumerated in Section 10264. The governing body shall declare elected the persons for whom the highest number of votes were cast for each office."

Therefore, the adoption of the attached resolution is a ministerial duty of the City Council, which means the council does not have the discretion to any disagreements with the election results.

As a result of the certification of the attached election results, the following individuals have been elected to serve in the following positions on the Montebello City Council:

DISTRICT 2 – Scarlet Peralta

DISTRICT 4 – David Torres

Additionally, the following individual has been elected to serve the following specified position:

CITY CLERK - Christopher Jimenez

### **ENVIRONMENTAL IMPACT:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Adopt Resolution No. 24–85 reciting the results of the General Election held on November 5, 2024.

### **ATTACHMENT(S)**

1. Attachment A - Resolution No. 24-85 Declaring Election Results - Final

### **NEXT STEPS:**

**SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 3 of 3

N/A

**RESOLUTION NO. 24-85**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MONTEBELLO RECITING THE FACT OF  
THE GENERAL ELECTION HELD ON NOVEMBER 5,  
2024, DECLARING THE RESULTS AND SUCH  
OTHER MATTERS AS PROVIDED BY LAW**

**WHEREAS**, a General Election was held and conducted in the City of Montebello, California, on Tuesday, November 5, 2024, as required by law; and

**WHEREAS**, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

**WHEREAS**, pursuant to Resolution No. 24-59 dated July 24, 2024, the County Elections Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit "A".

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** That the whole number of ballots cast throughout the City in the precincts except absent voter ballots was 29,452.

That the whole number of absent voter ballots cast throughout the City was 23,445; making a total of 52,897 ballots cast in the City. This total ballots includes all ballots cast in all five (5) districts in the City.

**SECTION 2.** That the names of persons voted for at the election for **Member of the City Council, Districts 2 and 4**, are as follows:

**District 2:**  
**Scarlet Peralta**  
**Jack Hadjinian**

**District 4:**  
**David Torres**  
**Joellaann Valdez**



**SECTION 3.** That the names of the person voted for at the election for **At-Large City Clerk** are as follows:

**Christopher Jimenez**

**SECTION 4.** That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named, for the respective offices for which the persons were candidates, were as listed in Exhibit “A” attached. Exhibit “A” provides a breakdown and summary of ballots cast for each district in the City.

**SECTION 5.** The City Council does declare and determine that **SCARLET PERALTA** was elected as a **Member of the City Council, District 2** for the full term of four (4) years; **DAVID TORRES** was elected as a **Member of the City Council, District 4** for the full term of four (4) years; and **CHRISTOPHER JIMENEZ** was elected as **City Clerk** for the full term of four (4) years.

**SECTION 6.** The Senior Deputy City Clerk shall enter into the record of the City Council of the City, a statement of the results of the election showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; and (4) the total number of votes given to each person.

**SECTION 7.** That the Senior Deputy City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

**SECTION 8.** That the Senior Deputy City Clerk shall certify the passage and adoption of this resolution.

**PASSED, APPROVED AND ADOPTED THIS 5<sup>TH</sup> DAY OF DECEMBER 2024.**

\_\_\_\_\_  
Scarlet Peralta, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Jimenez, City Clerk

\_\_\_\_\_  
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. 24-85 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 Special Meeting of said Council held on the 5th day of December 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(s):**

- Exhibit A – Official Canvas Certificate and Statement of Votes Cast



## LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

December 3, 2024

Christopher Jimenez, City Clerk  
City of Montebello  
1600 West Beverly Boulevard  
Montebello, California 90640

### CITY OF MONTEBELLO GENERAL MUNICIPAL ELECTION

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Montebello General Municipal Election consolidated with the General Election held in Los Angeles County on November 5, 2024.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

SONIA CORONA, Head  
Election Planning Section

Attachment:  
Official Canvass Certificate  
Official Statement of Votes Cast



Los Angeles County Registrar-Recorder/County Clerk

## **CERTIFICATE OF THE CANVASS** **OF THE ELECTION RETURNS**

I, **DEAN C. LOGAN**, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

*Montebello City*

at the General Election, held on the 5th day of November, 2024.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

*Dean C. Logan*

**DEAN C. LOGAN**  
Registrar-Recorder/County Clerk  
County of Los Angeles

|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
|-------------------------------------------------------------|--|--------------|-----------------|-------------------|-------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|------|--|------------|--|
| COUNTY OF LOS ANGELES                                       |  |              | 11/05/24        |                   | GENERAL ELECTION                                                                    |  |  |  |  |  |  |  |  |  | 62.1 |  | -Page- 143 |  |
|                                                             |  |              |                 |                   | MONTEBELLO CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 2nd District |  |  |  |  |  |  |  |  |  |      |  |            |  |
| FINAL OFFICIAL V2<br>STATEMENT OF VOTES CAST<br>BY PRECINCT |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
| Location                                                    |  | Registration | Ballots<br>Cast | JACK<br>HADJINIAN | SCARLET<br>PERALTA                                                                  |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450001B*                                      |  |              | 1               | 0                 | 1                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6822                                    |  |              | 11              | 6                 | 4                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 17           | 12              | 6                 | 5                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450001C*                                      |  |              | 4               | 1                 | 2                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6823                                    |  |              | 9               | 2                 | 6                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 16           | 13              | 3                 | 8                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450003A*                                      |  |              | 384             | 105               | 235                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6824                                    |  |              | 886             | 169               | 664                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 2,065        | 1,270           | 274               | 899                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450004A                                       |  |              | 685             | 193               | 421                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 0528                                    |  |              | 1,942           | 505               | 1,271                                                                               |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 4,157        | 2,627           | 698               | 1,692                                                                               |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450014C*                                      |  |              | 81              | 19                | 54                                                                                  |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6826                                    |  |              | 275             | 62                | 183                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 549          | 356             | 81                | 237                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450049A*                                      |  |              | 0               | 0                 | 0                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6831                                    |  |              | 9               | 4                 | 5                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 11           | 9               | 4                 | 5                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450050A*                                      |  |              | 0               | 0                 | 0                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6832                                    |  |              | 3               | 0                 | 3                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 6            | 3               | 0                 | 3                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
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|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |

FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

SCARLET PERALTA

MONTEBELLO CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 4th District

FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

DAVID N TORRES

JOELLAANN VALDEZ

[illegible]





FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

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FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

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| COUNTY OF LOS ANGELES                                       |              |                 | 11/05/24 | GENERAL ELECTION                                      |  |  |  |  |  |  |  |  |  | 188.1 | -Page- 795 |  |  |
|-------------------------------------------------------------|--------------|-----------------|----------|-------------------------------------------------------|--|--|--|--|--|--|--|--|--|-------|------------|--|--|
|                                                             |              |                 |          | MONTEBELLO CITY GENERAL MUNICIPAL ELECTION City Clerk |  |  |  |  |  |  |  |  |  |       |            |  |  |
| FINAL OFFICIAL V2<br>STATEMENT OF VOTES CAST<br>BY PRECINCT |              |                 |          | C JIMENEZ                                             |  |  |  |  |  |  |  |  |  |       |            |  |  |
| Location                                                    | Registration | Ballots<br>Cast |          |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450001B*                                      |              | 1               | 1        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6822                                    |              | 11              | 9        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 17           | 12              | 10       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450001C*                                      |              | 4               | 2        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6823                                    |              | 9               | 5        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 16           | 13              | 7        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450003A*                                      |              | 384             | 289      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6824                                    |              | 886             | 693      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 2,065        | 1,270           | 982      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450004A                                       |              | 685             | 513      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0528                                    |              | 1,942           | 1,431    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 4,157        | 2,627           | 1,944    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450005A                                       |              | 565             | 385      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0529                                    |              | 1,316           | 970      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 3,315        | 1,881           | 1,355    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450010A*                                      |              | 217             | 138      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6825                                    |              | 999             | 627      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 1,700        | 1,216           | 765      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450014C*                                      |              | 81              | 53       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6826                                    |              | 275             | 201      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 549          | 356             | 254      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450015D*                                      |              | 30              | 24       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6827                                    |              | 51              | 44       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 135          | 81              | 68       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450017A                                       |              | 623             | 427      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0530                                    |              | 1,439           | 1,097    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 3,332        | 2,062           | 1,524    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450025A                                       |              | 547             | 356      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0531                                    |              | 1,688           | 1,177    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 3,185        | 2,235           | 1,533    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450027A*                                      |              | 3               | 2        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6828                                    |              | 1               | 0        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 4            | 4               | 2        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450031A*                                      |              | 328             | 233      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6830                                    |              | 560             | 455      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 1,586        | 888             | 688      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450032A                                       |              | 657             | 488      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0532                                    |              | 1,390           | 1,081    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 3,331        | 2,047           | 1,569    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450036A                                       |              | 550             | 390      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0533                                    |              | 1,240           | 985      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 2,870        | 1,790           | 1,375    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |

|                                                             |              |                 | MONTEBELLO CITY GENERAL MUNICIPAL ELECTION City Clerk |       |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------------------------------|--------------|-----------------|-------------------------------------------------------|-------|--|--|--|--|--|--|--|--|--|--|
| FINAL OFFICIAL V2<br>STATEMENT OF VOTES CAST<br>BY PRECINCT |              |                 | C<br>JIMENEZ                                          |       |  |  |  |  |  |  |  |  |  |  |
| Location                                                    | Registration | Ballots<br>Cast |                                                       |       |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450042A                                       |              | 662             |                                                       | 477   |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 0534                                    |              | 1,010           |                                                       | 766   |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 2,813        | 1,672           |                                                       | 1,243 |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450049A*                                      |              | 0               |                                                       | 0     |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 6831                                    |              | 9               |                                                       | 6     |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 11           | 9               |                                                       | 6     |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450050A*                                      |              | 0               |                                                       | 0     |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 6832                                    |              | 3               |                                                       | 3     |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 6            | 3               |                                                       | 3     |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450074A                                       |              | 444             | 304                                                   |       |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 0535                                    |              | 1,424           | 952                                                   |       |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 2,759        | 1,868           | 1,256                                                 |       |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450093A*                                      |              | 284             | 187                                                   |       |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 6833                                    |              | 927             | 646                                                   |       |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 1,744        | 1,211           | 833                                                   |       |  |  |  |  |  |  |  |  |  |  |
|                                                             |              |                 |                                                       |       |  |  |  |  |  |  |  |  |  |  |
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|-------------------------------------------------------------|--------------|-----------------|-------------------------------------------------------|--------|--|--|--|--|--|--|--|--|--|--|
|                                                             |              |                 | MONTEBELLO CITY GENERAL MUNICIPAL ELECTION City Clerk |        |  |  |  |  |  |  |  |  |  |  |
| FINAL OFFICIAL V2<br>STATEMENT OF VOTES CAST<br>BY PRECINCT |              |                 | C<br>JIMENEZ                                          |        |  |  |  |  |  |  |  |  |  |  |
| Location                                                    | Registration | Ballots<br>Cast |                                                       |        |  |  |  |  |  |  |  |  |  |  |
| PRECINCT TOTAL                                              |              | 6,065           |                                                       | 4,269  |  |  |  |  |  |  |  |  |  |  |
| VBM TOTAL                                                   |              | 15,180          |                                                       | 11,148 |  |  |  |  |  |  |  |  |  |  |
| GRAND TOTAL                                                 | 33,595       | 21,245          |                                                       | 15,417 |  |  |  |  |  |  |  |  |  |  |
|                                                             |              |                 |                                                       |        |  |  |  |  |  |  |  |  |  |  |
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|                                                             |              |                 |                                                       |        |  |  |  |  |  |  |  |  |  |  |



**ITEM # 3**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Kimberly Guillen, Senior Deputy City Clerk

**SUBJECT: ADOPT RESOLUTION NO. 24-89, DECLARING THE RESULTS OF THE  
NOVEMBER 5, 2024 MUNICIPAL RECALL ELECTION**

**DATE:** December 5, 2024

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**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Adopt Resolution No. 24-89 declaring the results of the November 5, 2024, Municipal Recall Election; and
2. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

There is no fiscal impact to the recommended actions.

**BACKGROUND/DISCUSSION:**

On July 2, 2024, local proponents seeking the removal of Councilmember Angie Jimenez filed a recall petition with the City of Montebello City Clerk's Office. After the City Clerk's Office accepted the recall petition for filing, the petition was referred to the Los Angeles County Registrar of Voters, who conducted formal signature verification with official County voter records. The verification determined that the petition contained sufficient voter signatures to qualify for recall for the ballot.

At the July 24, 2024 City Council Meeting, pursuant to California Elections Code sections 11224 and 11227, the Senior Deputy City Clerk/elections official submitted to the City

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 2 of 2

Council a certificate of sufficiency for the petition and indicating that the recall has qualified for the ballot. The City Council also adopted the required resolutions to schedule a recall election in conjunction with the November 5, 2024 General Election.

### **ENVIRONMENTAL IMPACT:**

N/A

### **ANALYSIS:**

A Recall Election was held in conjunction with the November 5, 2024, General Election to ask Montebello District 5 voters whether Councilmember Angie Jimenez should be removed from the Montebello City Council. The Los Angeles County Registrar-Recorder/County Clerk has completed the canvassing of the results, and the appropriate resolution has been prepared for adoption. The results are attached as Attachment A to the above-entitled Resolution and indicate that Councilmember Angie Jimenez has been recalled from the City Council.

It is particularly noted that Elections Code sections 11328 and 10263 state as follows:

*"A recall election shall be conducted, canvassed, and the results declared in substantially the manner provided by law for a regular election for the office."*

Therefore, the adoption of the attached resolution is a ministerial duty of the City Council, which means the City Council does not have the discretion to any disagreements with the election results.

### **SUMMARY:**

Staff recommends that the City Council approve Resolution No. 24-89 declaring the results of the November 5, 2024 Municipal Recall Election and take any other related actions that may be desirable.

As a result of the voters of District 5 voting to recall Councilmember Angie Jimenez, she is removed from office and the office of Councilmember for District 5 for the City of Montebello is deemed vacant effective December 5, 2024.

### **ATTACHMENT(S)**

1. Attachment A - Resolution No. 24-89 Declaring the Results of the Recall Election

### **NEXT STEPS:**

N/A

RESOLUTION NO. 24-89

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, RECITING THE FACTS OF THE MONTEBELLO RECALL ELECTION HELD ON NOVEMBER 5, 2024, FOR THE SUBMISSION OF THE QUESTION OF RECALL OF COUNCILMEMBER JIMENEZ, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW.**

**WHEREAS**, a Recall Election was held and conducted in the City of Montebello, California, on Tuesday, November 5, 2024, for the submission of a question of the recall of City Councilmember Angie Jimenez; as required by law;

**WHEREAS**, notice of the election was given in time, form and manner as provided by law; that voting centers were properly established; that election officers were appointed and that in all respects the election was held and conducted and the voters were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California; and

**WHEREAS**, the Los Angeles Registrar-Recorder/ County Clerk canvassed the returns of the election and has certified the results of the recall election to this City Council, the results are received, attached, and made a part hereof as "Exhibit A."

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** That the Recall Election was held for the purpose of submitting to the voters of the City the following question:

|                                                                                             |     |  |
|---------------------------------------------------------------------------------------------|-----|--|
| Shall Angie Jimenz be recalled (removed) from the office of City Councilmember, District 5? | YES |  |
|                                                                                             | NO  |  |

**SECTION 3.** That the number of voters given at each precinct and the number of voters given in the City for and against the question were listed in "Exhibit A" attached.

**SECTION 4.** That the City Council does declare and determine that: As a result of the election, a majority of the voters voting on the question did vote in favor of removing Councilmember Angie Jimenez from office and that Councilmember Angie Jimenez was recalled from the office of Montebello City Councilmember District 5.

**SECTION 5.** The Senior Deputy City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election: (1) The whole number of votes (ballots) cast in the City; (2) The recall question voted upon; (3) The number of



**RESOLUTION NO. 24-89**

Page 2 of 3

votes given at each precinct for and against the recall question and (4) The total number of votes given for and against the recall question.

**SECTION 6.** As a result of the voters of District 5 voting to recall Councilmember Angie Jimenez, she is removed from office and the office of Councilmember for District 5 for the City of Montebello is deemed vacant effective the date below.

**SECTION 7.** That the City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 8.** Severability. If any provision of this Resolution or the application thereof to any circumstance is held invalid, such invalidity shall not affect other provisions or the applications, and to this end the provisions of this Resolution are declared to be severable.

**SECTION 9.** Effective Date. This Resolution shall become effective immediately.

**APPROVED AND ADOPTED THIS 5TH DAY OF DECEMBER 2024.**

---

Scarlet Peralta, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Christopher Jimenez, City Clerk

---

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. 24-89 was passed

**RESOLUTION NO. 24-89**

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and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a Special Meeting of said Council held on the 5th day of December 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(s):**

- Exhibit A – Official Canvas Certificate and Statement of Votes Cast



**LOS ANGELES COUNTY  
REGISTRAR-RECORDER/COUNTY CLERK**

**DEAN C. LOGAN**  
Registrar-Recorder/County Clerk

December 3, 2024

Christopher Jimenez, City Clerk  
City of Montebello  
1600 West Beverly Boulevard  
Montebello, California 90640

**CITY OF MONTEBELLO GENERAL MUNICIPAL ELECTION**

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Montebello General Municipal Election consolidated with the General Election held in Los Angeles County on November 5, 2024.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

SONIA CORONA, Head  
Election Planning Section

Attachment:  
Official Canvass Certificate  
Official Statement of Votes Cast



Los Angeles County Registrar-Recorder/County Clerk

## **CERTIFICATE OF THE CANVASS**

### **OF THE ELECTION RETURNS**

I, **DEAN C. LOGAN**, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

*Montebello City*

at the General Election, held on the 5th day of November, 2024.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

*Dean C. Logan*

**DEAN C. LOGAN**  
Registrar-Recorder/County Clerk  
County of Los Angeles

| COUNTY OF LOS ANGELES                                       |  |              | 11/05/24        |                   | GENERAL ELECTION                                                                    |  |  |  |  |  |  |  |  |  | 62.1 |  | -Page- 143 |  |
|-------------------------------------------------------------|--|--------------|-----------------|-------------------|-------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|------|--|------------|--|
|                                                             |  |              |                 |                   | MONTEBELLO CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 2nd District |  |  |  |  |  |  |  |  |  |      |  |            |  |
| FINAL OFFICIAL V2<br>STATEMENT OF VOTES CAST<br>BY PRECINCT |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
| Location                                                    |  | Registration | Ballots<br>Cast | JACK<br>HADJINIAN | SCARLET<br>PERALTA                                                                  |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450001B*                                      |  |              | 1               | 0                 | 1                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6822                                    |  |              | 11              | 6                 | 4                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 17           | 12              | 6                 | 5                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450001C*                                      |  |              | 4               | 1                 | 2                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6823                                    |  |              | 9               | 2                 | 6                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 16           | 13              | 3                 | 8                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450003A*                                      |  |              | 384             | 105               | 235                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6824                                    |  |              | 886             | 169               | 664                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 2,065        | 1,270           | 274               | 899                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450004A                                       |  |              | 685             | 193               | 421                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 0528                                    |  |              | 1,942           | 505               | 1,271                                                                               |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 4,157        | 2,627           | 698               | 1,692                                                                               |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450014C*                                      |  |              | 81              | 19                | 54                                                                                  |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6826                                    |  |              | 275             | 62                | 183                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 549          | 356             | 81                | 237                                                                                 |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450049A*                                      |  |              | 0               | 0                 | 0                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6831                                    |  |              | 9               | 4                 | 5                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 11           | 9               | 4                 | 5                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| MONTEBELLO - 4450050A*                                      |  |              | 0               | 0                 | 0                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| VOTE BY MAIL SERIAL 6832                                    |  |              | 3               | 0                 | 3                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
| TOTAL                                                       |  | 6            | 3               | 0                 | 3                                                                                   |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
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|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |
|                                                             |  |              |                 |                   |                                                                                     |  |  |  |  |  |  |  |  |  |      |  |            |  |

FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

SCARLET PERALTA

FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

JOELLAANN VALDEZ

[illegible]

FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

JOELLAANN VALDEZ



FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

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FINAL OFFICIAL V2  
STATEMENT OF VOTES CAST  
BY PRECINCT

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| COUNTY OF LOS ANGELES                                       |              |              | 11/05/24 | GENERAL ELECTION                                      |  |  |  |  |  |  |  |  |  | 188.1 | -Page- 795 |  |  |
|-------------------------------------------------------------|--------------|--------------|----------|-------------------------------------------------------|--|--|--|--|--|--|--|--|--|-------|------------|--|--|
|                                                             |              |              |          | MONTEBELLO CITY GENERAL MUNICIPAL ELECTION City Clerk |  |  |  |  |  |  |  |  |  |       |            |  |  |
| FINAL OFFICIAL V2<br>STATEMENT OF VOTES CAST<br>BY PRECINCT |              |              |          | C JIMENEZ                                             |  |  |  |  |  |  |  |  |  |       |            |  |  |
| Location                                                    | Registration | Ballots Cast |          |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450001B*                                      |              | 1            | 1        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6822                                    |              | 11           | 9        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 17           | 12           | 10       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450001C*                                      |              | 4            | 2        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6823                                    |              | 9            | 5        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 16           | 13           | 7        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450003A*                                      |              | 384          | 289      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6824                                    |              | 886          | 693      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 2,065        | 1,270        | 982      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450004A                                       |              | 685          | 513      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0528                                    |              | 1,942        | 1,431    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 4,157        | 2,627        | 1,944    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450005A                                       |              | 565          | 385      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0529                                    |              | 1,316        | 970      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 3,315        | 1,881        | 1,355    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450010A*                                      |              | 217          | 138      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6825                                    |              | 999          | 627      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 1,700        | 1,216        | 765      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450014C*                                      |              | 81           | 53       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6826                                    |              | 275          | 201      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 549          | 356          | 254      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450015D*                                      |              | 30           | 24       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6827                                    |              | 51           | 44       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 135          | 81           | 68       |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450017A                                       |              | 623          | 427      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0530                                    |              | 1,439        | 1,097    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 3,332        | 2,062        | 1,524    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450025A                                       |              | 547          | 356      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0531                                    |              | 1,688        | 1,177    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 3,185        | 2,235        | 1,533    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450027A*                                      |              | 3            | 2        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6828                                    |              | 1            | 0        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 4            | 4            | 2        |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450031A*                                      |              | 328          | 233      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 6830                                    |              | 560          | 455      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 1,586        | 888          | 688      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450032A                                       |              | 657          | 488      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0532                                    |              | 1,390        | 1,081    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 3,331        | 2,047        | 1,569    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| MONTEBELLO - 4450036A                                       |              | 550          | 390      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| VOTE BY MAIL SERIAL 0533                                    |              | 1,240        | 985      |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |
| TOTAL                                                       | 2,870        | 1,790        | 1,375    |                                                       |  |  |  |  |  |  |  |  |  |       |            |  |  |

|                                                             |              |                 | MONTEBELLO CITY GENERAL MUNICIPAL ELECTION City Clerk |       |  |  |  |  |  |  |  |  |  |  |
|-------------------------------------------------------------|--------------|-----------------|-------------------------------------------------------|-------|--|--|--|--|--|--|--|--|--|--|
| FINAL OFFICIAL V2<br>STATEMENT OF VOTES CAST<br>BY PRECINCT |              |                 | C<br>JIMENEZ                                          |       |  |  |  |  |  |  |  |  |  |  |
| Location                                                    | Registration | Ballots<br>Cast |                                                       |       |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450042A                                       |              | 662             |                                                       | 477   |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 0534                                    |              | 1,010           |                                                       | 766   |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 2,813        | 1,672           |                                                       | 1,243 |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450049A*                                      |              | 0               |                                                       | 0     |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 6831                                    |              | 9               |                                                       | 6     |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 11           | 9               |                                                       | 6     |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450050A*                                      |              | 0               |                                                       | 0     |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 6832                                    |              | 3               |                                                       | 3     |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 6            | 3               |                                                       | 3     |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450074A                                       |              | 444             |                                                       | 304   |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 0535                                    |              | 1,424           |                                                       | 952   |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 2,759        | 1,868           |                                                       | 1,256 |  |  |  |  |  |  |  |  |  |  |
| MONTEBELLO - 4450093A*                                      |              | 284             |                                                       | 187   |  |  |  |  |  |  |  |  |  |  |
| VOTE BY MAIL SERIAL 6833                                    |              | 927             |                                                       | 646   |  |  |  |  |  |  |  |  |  |  |
| TOTAL                                                       | 1,744        | 1,211           |                                                       | 833   |  |  |  |  |  |  |  |  |  |  |
|                                                             |              |                 |                                                       |       |  |  |  |  |  |  |  |  |  |  |
|                                                             |              |                 |                                                       |       |  |  |  |  |  |  |  |  |  |  |
|                                                             |              |                 |                                                       |       |  |  |  |  |  |  |  |  |  |  |
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|                                                             |              |                 |                                                       |       |  |  |  |  |  |  |  |  |  |  |
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|                                                             |              |                 |                                                       |       |  |  |  |  |  |  |  |  |  |  |
|                                                             |              |                 |                                                       |       |  |  |  |  |  |  |  |  |  |  |





**ITEM # 4**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Cesar Roldan, Director of Public Works

**SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE THE GRADE CROSSING CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENTS WITH UNION PACIFIC RAILROAD (“UPRR”) AND SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (“SGVCOG”)**

**DATE:** December 5, 2024

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**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Approve the execution of the Grade Crossing Construction, Operation and Maintenance Standard form Agreements (“Agreements”) for South Vail Avenue, South Greenwood Avenue, and Maple Avenue by and between the City of Montebello, Union Pacific Railroad (UPRR) and San Gabriel Valley Council of Governments (SGVCOG) related to the Montebello Avenue Grade Separation Project (“Project”); and
2. Authorize the City Manager to execute the cooperative agreement; and
3. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

Union Pacific Railroad (UPRR) operates and maintains automatic warning devices at grade crossings as required under Title 49, Parts 212 and 234 of the Code of Federal Regulations (CFR). The maintenance cost of automatic grade crossing warning devices and controls shall be at the local agency’s (e.g., City of Montebello) sole cost and expense.

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 2 of 3

The estimated costs for maintenance at the three crossings is \$106,292 annually: \$23,930 for the rail crossing at South Vail Avenue at the Union Pacific Railroad (UPRR) tracks, \$33,390 for the rail crossing at South Greenwood Avenue at the UPRR tracks, and \$48,972 for the rail crossing at Maple Avenue at the UPRR tracks. At this time, it is unknown as to when these annual maintenance costs will commence. However, the \$106,292 in annual expenses will be charged to Local Return Funds Proposition C fund. Staff will coordinate with UPRR on when these maintenance expenses will begin, and future budgets will be developed to include appropriations to the Proposition C fund (Fund 215). There is no budgetary impact related to the execution of these agreements to the FY 2024-25 budget.

### **BACKGROUND/DISCUSSION:**

SGVCOG, Alameda Corridor-East Construction Authority (ACE), and the City executed Agreement No. 1816 on February 15, 2000 for the construction of the Montebello Boulevard Grade Separation Project. SGVCOG, UPRR, and the City executed the Montebello Boulevard Underpass Construction, Operation and Maintenance Standard form Agreement on September 27, 2022, which further solidified the intent to construct the Project.

UPRR installs, operates, and maintains the traffic control devices located at railroad crossings. SGVCOG utilized Moffet & Nicol (engineering design firm) to design the crossings at South Vail Avenue, South Greenwood Avenue, and Maple Avenue. Design includes traffic control devices, and current Federal and State guidelines place maintenance responsibilities for devices located in the railroad right-of-way with the railroad. However, Federal and State guidelines place the responsibility for the cost to maintain the traffic control devices with the City.

Maintenance-sharing between UPRR and the City is included in the three attached Construction and Maintenance agreements. Noted in the agreements are the responsibility of UPRR to maintain the active warning systems within the railroad right-of-way, though it does require the local jurisdiction (City) to assume the added maintenance cost for treatments installed to obtain the Quiet Zone. Actual maintenance costs will be budgeted for in subsequent budgets, utilizing Local Return Funds Proposition C funding.

Staff recommend authorizing the City Manager to execute Agreement Nos. 0573798, 0650290, and 0660639.

### **ENVIRONMENTAL IMPACT:**

N/A

### **ANALYSIS:**

N/A

**SUMMARY:**

Staff recommends authorizing the City Manager to execute the Grade Crossing Construction, Operation and Maintenance Standard form Agreements (“Agreements”) for South Vail Avenue, South Greenwood Avenue, and Maple Avenue by and between the City of Montebello, UPRR, and SGVCOG related to the Montebello Avenue Grade Separation Project (“Project”). The estimated annual maintenance costs of \$106,292 to be paid by the City are not due yet. Staff will work with UPRR to estimate when these expenses will commence and appropriations will be included in the Proposition C Fund (Fund 215) in future budgets.

**ATTACHMENT(S)**

1. Attachment A - Agreement 0573798 Public Highway At Grade Signal Surface (South Vail Ave) DOT 811077C Montebello CA
2. Attachment B - Agreement 0650290 Public Highway At Grade Signal Surface (South Greenwood Ave) DOT 811075N
3. Attachment C - Agreement 0660639 Public Highway At Grade Signal Surface (Maple Ave) DOT 811076V

**NEXT STEPS:**

N/A



**CITY OF MONTEBELLO**

**PROFESSIONAL SERVICES AGREEMENT NO. 4259  
WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS & UNION PACIFIC  
COMPANY**

**SOUTH VAIL AVENUE GRADE CROSSING  
CONSTRUCTION, OPERATION AND MAINTENANCE  
STANDARD FORM AGREEMENT**

THIS AGREEMENT, made this 5<sup>th</sup> day of DECEMBER, 2024, is by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, hereinafter termed the "**UNION PACIFIC**", the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**, a joint powers authority of the State of California, hereinafter termed "**SGVCOG**", the **CITY OF MONTEBELLO**, a political subdivision of the State of California, hereinafter termed the "**LOCAL AGENCY**" in furtherance of the ALAMEDA CORRIDOR – EAST PROJECT.

**R E C I T A L S**

**UNION PACIFIC** is a railroad corporation operating throughout the State of California and is engaged in local freight train movements over its Los Angeles Subdivision and Alhambra Subdivision main lines in the San Gabriel Valley area of Los Angeles County. **SGVCOG** was tasked with overseeing the Alameda Corridor - East Project (the "Project"), which includes improvement of at-grade street, road and highway crossings of **UNION PACIFIC's** main lines in the valley. The **LOCAL AGENCY** has primary responsibility for the operation and maintenance of streets and roads within its jurisdictional limits, including the South Vail Avenue at-grade crossing of one of the **UNION PACIFIC** main lines identified by the California Public Utilities Commission ("CPUC") by Crossing No. 003 – 7.8 (Los Angeles Subdivision) and DOT No. 811077C.

The **LOCAL AGENCY** and **SGVCOG** desire to undertake improvements to the designated grade crossing (the "Improvements") as shown in attached **Exhibit A**. **SGVCOG** has already executed an agreement with the **LOCAL AGENCY** authorizing **SGVCOG** to obtain approvals and permits from **UNION PACIFIC** on the **LOCAL AGENCY's** behalf for design and construction of the Improvements within the **LOCAL AGENCY's** jurisdiction. That agreement allows the **LOCAL AGENCY** and **SGVCOG** to jointly negotiate an agreement with **UNION PACIFIC** for construction, operation and maintenance of the Improvements. **SGVCOG** (by virtue of an internal reorganization completed in January 2018) has succeeded to all contracts entered into by its former administrative subsidiary known as the Alameda Corridor – East Construction Authority, including but not limited to that certain Master Agreement Construction, Operation and Maintenance of Highway - Railroad Underpass, dated December 4, 2001 (the "Master Agreement") entered into with **UNION PACIFIC** for construction, operation and maintenance of all Project Improvements.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

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## **AGREEMENT**

### ARTICLE 1. GRANT OF RIGHT

1.01 Grant of right to construct and maintain Improvements: In consideration of **SGVCOG's** and **LOCAL AGENCY's** agreement to perform and abide by the covenants, terms and conditions of this Agreement, including **Exhibits A, A-1, B, C, D, and E** which are attached hereto and hereby made a part hereof, and in consideration of the sum of **Thirty Seven Thousand, Three Hundred Seventy Five Dollars (\$37,375.00)** to be paid solely by the **SGVCOG** to **UNION PACIFIC** upon the execution and delivery of this Agreement, and in further consideration of the **SGVCOG** and the **LOCAL AGENCY's** agreement to perform and comply with the terms of this Agreement, **UNION PACIFIC** hereby grants to **SGVCOG**, and to the **LOCAL AGENCY** to the extent necessary, the right to construct, operate, maintain, repair, rehabilitate and replace the Improvements shown in **Exhibit A-1** (the "Crossing Area").

1.02 Grant of Right-of-Way: Where the Improvements include Project Elements such as new sidewalks or street widening that require the permanent use of additional **UNION PACIFIC** property outside existing dedicated roadway encroachments, such additional property is shown in attached **Exhibit A-1**.

1.03 Interpretation of Exhibits B: The term "Political Body" as used in **Exhibit B** shall be construed to mean both **SGVCOG** and the **LOCAL AGENCY**, collectively, except as the one is distinguished from the other within this Agreement. If there is a conflict between terms of this Agreement and **Exhibit B**, this Agreement shall take precedence.

### ARTICLE 2. CONSTRUCTION - WORK TO BE PERFORMED BY UNION PACIFIC

2.01 Work to be performed by UNION PACIFIC: **UNION PACIFIC** shall perform the railroad work to the extent identified as UPRR work on **Exhibit A** or described in **Exhibit C** at the sole cost and expense of **SGVCOG**. **UNION PACIFIC** shall make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging using **UNION PACIFIC** personnel or approved third party

flagging services and other protective services and devices, which in **UNION PACIFIC's** judgment may be or may become necessary or expedient because of the Improvements. Such work shall include, without limitation: (1) rearrangement, renewal and replacement of automatic grade crossing warning devices, train detection constant warning time devices and track circuits, and any railroad related signal and railroad communications facilities, and; (2) installation of manufactured grade crossing surface panels, crosstie and track hardware changeout as may be necessary for the Improvement as shown in greater detail in **Exhibit A** and on final plans submitted by **SGVCOG** and approved by **UNION PACIFIC**. The estimated costs of **UNION PACIFIC's** work are shown in **Exhibit C** and said costs have been estimated using and will be billed in accordance with all applicable Federal regulatory requirements. All of **UNION PACIFIC's** costs incurred in performing such work as detailed in this section shall be reimbursed by **SGVCOG**.

#### ARTICLE 3. CONSTRUCTION - WORK TO BE PERFORMED BY SGVCOG

301 Work to be performed by **SGVCOG**: **SGVCOG**, at **SGVCOG's** sole cost and expense, shall do all work described in **UNION PACIFIC's** 100% approved plans for the Improvements, and as shown in **Exhibit A** including site preparation; construction of pavement, sidewalk, drainage structures, curb and gutter; installation of traffic control striping, signage, signals, signal controllers; and design and initial programming of traffic signal controllers, except for the work **UNION PACIFIC** herein agrees to do as shown in Section 2.01 above, as shown on **Exhibit A** or described on **Exhibit C**. If **SGVCOG** or it's contractor needs to bring any borrowed material onto the job site to accomplish such grading and embankment work, the borrowed material shall be first tested by **SGVCOG** or it's contractor, at **SGVCOG's** sole expense, to determine if the borrowed material is acceptable to **UNION PACIFIC** including, without limitation, ensuring (1) that the borrowed material meets specifications and standards provided by **UNION PACIFIC** to **SGVCOG** and (2) that the borrowed material does not contain any contamination or naturally occurring radiologic material or any other material deemed under any applicable current federal, state or local agency law, statute, rule or regulation to be of environmental concern.

3.02 If work is to be performed by contractor: **SGVCOG** shall require any and all of **SGVCOG's** prime contractors to complete, submit and have executed a **UNION PACIFIC** right-of-entry agreement as shown in **Exhibit B**, prior to prime contractor's entry on to **UNION PACIFIC** property. **SGVCOG** will require its prime contractors to maintain an active and valid right-of-entry permit throughout the entire period of the prime contractors' activity on or occupancy of **UNION PACIFIC** right-of-way. **SGVCOG** will further require that each prime contractor obtain subcontractor acknowledgement that the terms of the right of entry permit apply equally to all subcontractors.

3.03 Insurance: **SGVCOG** shall cause **SGVCOG's** contractors to procure the insurance required pursuant to **Exhibit B** and to provide (and maintain the validity of) certificates of insurance issued by their insurance carriers evidencing such required insurance coverage. The certificates of insurance shall indicate that the insurance policies contain endorsements specifically naming Union Pacific Railroad Company, Southern California Regional Rail Authority and the National Railroad Passenger Corporation as additionally- insured entities with respect to all liabilities arising out of Insured's performance of the work required for construction of the Improvements. **SGVCOG** shall forward copies of such certificates of insurance to be provided hereunder to **UNION PACIFIC** prior to entry onto **UNION PACIFIC** property by the **SGVCOG** contractor required to obtain such insurance pursuant to **Exhibit B**.

#### ARTICLE 4. OPERATION AND MAINTENANCE OF THE IMPROVEMENTS

4.01 By **UNION PACIFIC**: **UNION PACIFIC** shall operate and maintain automatic warning devices at the grade crossings as required under Title 49, Parts 212 and 234 of the Code of Federal Regulations. The maintenance cost of automatic grade crossing warning devices and controls shall be at **LOCAL AGENCY's** sole cost and expense. **UNION PACIFIC** will, at its expense, maintain those portions of the crossing surfaces lying between the rails and two feet outside of the rails, parallel to the track; and roadway pavement between any two tracks 15 feet or less apart.

4.02 By **SGVCOG** and **LOCAL AGENCY**: **SGVCOG** shall operate and maintain any portion of the Improvements, including streetlighting, pavement, sidewalks, curb and gutter, raised medians, and traffic striping and signage within the **UNION PACIFIC** right-of-way other than specified to be maintained by **UNION PACIFIC** in above Section 4.01, until such time as **SGVCOG** transfers and the **LOCAL AGENCY** accepts all such obligations including the ownership, operational and maintenance responsibilities for the Improvements as provided for in the **SGVCOG – LOCAL AGENCY** agreement. Further, **SGVCOG** will operate and maintain traffic signal, traffic signal controllers and controller programming installed or modified as part of the Improvements until such time as **SGVCOG** transfers and the **LOCAL AGENCY** accepts ownership, operational and maintenance responsibilities for these facilities. **SGVCOG** will notify **UNION PACIFIC** in writing when **SGVCOG** transfers and the **LOCAL AGENCY** accepts any operational and maintenance responsibilities under this subsection.

4.03 Railroad Preemption of Traffic Signals - Maintenance of Programming: Where automatic grade crossing warning signals and adjacent traffic signals are electrically interconnected to provide railroad preemption of traffic signal operations, **UNION PACIFIC** and the **LOCAL AGENCY** will post in their respective signal control shelters or cabinets a notice similar to attached **Exhibit D**. The **LOCAL AGENCY** shall maintain any traffic signal - grade crossing signal interconnection conduit and wiring on **UNION PACIFIC's** right-of-way up to **UNION PACIFIC's** signal shelters or cabinets. The **LOCAL AGENCY** shall notify and obtain a right-of-entry from **UNION PACIFIC** prior to maintenance of conduit or wiring on **UNION PACIFIC** property. The **LOCAL AGENCY** will periodically check that the preemption of the traffic signals by the grade crossing warning system is working as designed, in accordance with the railroad preemption recommendations contained in The State of California Department of Transportation's *Traffic Manual*. Before changing traffic light operation or phasing which could affect the duration or phasing of railroad preemption the **LOCAL AGENCY** will notify and consult with **UNION PACIFIC**, and **UNION PACIFIC** will notify and consult with the **LOCAL AGENCY** prior to making any changes in railroad crossing warning signal advance warning time.

## ARTICLE 5. FUTURE RECONSTRUCTION OR ALTERATION OF THE IMPROVEMENTS

### 5.01 Apportionment of future reconstruction or alteration expenses:

(a) Upon Completion of the Improvements, the **LOCAL AGENCY** will be the owner of the facilities constructed by **UNION PACIFIC** under this Agreement, including the highway traffic control devices, and at no cost to **UNION PACIFIC**, will maintain the Improvements in compliance with CPUC General Order No. 72-B. If the crossing closes, the highway traffic control devices will be returned to the **LOCAL AGENCY** or disposed of by **UNION PACIFIC** at **UNION PACIFIC's** sole discretion.

(b) **UNION PACIFIC** will inspect and test the Signal System at the **LOCAL AGENCY's** expense pursuant to the attached **Exhibit E**. **UNION PACIFIC** will perform the work for the end of life replacement via the antiquated equipment program at the **LOCAL AGENCY's** sole expense.

(c) For the purposes of apportioning costs of any future reconstruction or alteration of the grade crossings which are Improvements as defined herein, if the **LOCAL AGENCY** and **UNION PACIFIC** both agree that the road surface, approaches, and/or road crossing panels need to be replaced or repaired, **UNION PACIFIC**, at **UNION PACIFIC's** expense, shall install the road crossing panels between the track tie ends. The **LOCAL AGENCY**, at the **LOCAL AGENCY's** expense, shall replace or repair the road surface outside the track tie ends, including the approaches, and between tracks if there is more than one railroad track across the Crossing Area. If the **LOCAL AGENCY** and **UNION PACIFIC** do not both agree that the road surface, approaches, and/or road crossing panels need to be replaced or repaired, the requesting party shall fund 100%.

(d) If the highway traffic control devices or their appurtenances installed are damaged by highway traffic, the **LOCAL AGENCY** will cooperate with **UNION PACIFIC** in determining the location and identification of the parties responsible for such damage to the extent of making accident records available to **UNION PACIFIC**. If after a diligent effort by **UNION PACIFIC**, documented in writing, the cost to repair or replace the highway traffic control devices proves uncollectible from the person or persons responsible for such damage, the apportionment of the cost to repair or replace the highway traffic control devices will be at the **LOCAL AGENCY's** expense.



(e) Prior to the **LOCAL AGENCY** or its Contractor performing and any subsequent maintenance and repair work within the Crossing Area, the **LOCAL AGENCY** or its Contractor shall adhere to **UNION PACIFIC's** then current maintenance request procedures.

## ARTICLE 6. MUTUAL INDEMNIFICATION AND HOLD HARMLESS CALUSES

6.01 By **SGVCOG**: Neither **UNION PACIFIC** nor the **LOCAL AGENCY**, nor any of their respective board members, elected officials, shareholders, officers, employees, agents, or contractors shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **SGVCOG** or its prime or subcontractors under or in connection with any work, authority or jurisdiction assigned or delegated to **SGVCOG** under this Agreement. The parties understand and agree that **SGVCOG** shall fully indemnify, defend and hold **UNION PACIFIC** and the **LOCAL AGENCY**, and their respective board members, elected officials, shareholders, officers, employees, agents, and contractors harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of **SGVCOG** or its board, officers, employees, agents, contractors, subcontractors or volunteers under or in connection with any work, authority or jurisdiction assigned or delegated to **SGVCOG** under this Agreement. This indemnity shall survive termination of this Agreement.

6.02 By **UNION PACIFIC**: Neither **SGVCOG** nor the **LOCAL AGENCY**, or any of their respective board members, elected officials, officers, employees, agents, contractors, or volunteers shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **UNION PACIFIC** under or in connection with any work, authority or jurisdiction assigned or delegated to **UNION PACIFIC** under this Agreement. The parties understand and agree that **UNION PACIFIC** shall fully indemnify, defend and hold **SGVCOG** and the **LOCAL AGENCY**, and their respective board members, elected officials, officers, employees, agents,

contractors, and volunteers harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of **UNION PACIFIC**, or its board, shareholders, officers, employees, agents, or contractors under or in connection with any work, authority or jurisdiction assigned or delegated to **UNION PACIFIC** under this Agreement. This indemnity shall survive termination of this Agreement. The obligations of **UNION PACIFIC** under this subsection 6.02 shall not in any manner apply to or be enforced or invoked by any consultants, prime contractors or subcontractors of **SGVCOG** or the **LOCAL AGENCY**, and the rights and obligations of **UNION PACIFIC** and such entities shall be governed exclusively by the terms of the right of entry agreements executed by such entities in order to gain access to **UNION PACIFIC** property.

6.03. By **LOCAL AGENCY**: Neither **UNION PACIFIC** nor **SGVCOG**, or any of their respective board members, elected officials, shareholders, officers, employees, agents, or contractors shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the **LOCAL AGENCY** under or in connection with any work, authority or jurisdiction assigned or delegated to the **LOCAL AGENCY** under this Agreement. The parties understand and agree that the **LOCAL AGENCY** shall fully indemnify, defend and hold **UNION PACIFIC** and **SGVCOG**, and their respective board members, elected officials, shareholders, officers, employees, agents, and contractors harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the **LOCAL AGENCY**, its elected officials, officers, employees, agents, prime contractors, subcontractors or volunteers under or in connection with any work, authority or jurisdiction assigned or delegated to the **LOCAL AGENCY** under this Agreement. This indemnity shall survive termination of this Agreement.

## ARTICLE 7. TERM

7.01 This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by mutual consent by the parties.

## Article 8. SUCCESSORS AND ASSIGNS

8.01 The covenants and provisions of the foregoing instrument shall be binding upon and inure to the benefit of the successors and assigns of **UNION PACIFIC, SGVCOG** and the **LOCAL AGENCY**.

\*\*\* Signature page to follow \*\*\*

WITNESS WHEREOF the parties hereto have duly executed this agreement the day and year first above written.

CITY OF MONTEBELLO

UNION PACIFIC RAILROAD COMPANY

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

By: Marisa Creter

Its Executive Director

## LIST OF EXHIBITS TO BE ATTACHED TO SOUTH VAIL AVENUE GRADE CROSSING STANDARD FORM AGREEMENT

Exhibit A: Three (3) 11" x 17" plan sheets prepared by **SGVCOG** showing a general plan view of the Improvements, and any cross-sectional or profile grade line changes of the roadways.

Exhibit A-1: One (1) 11" x 17" plan sheet prepared by SGVCOG showing the Crossing Area.

Exhibits B: **UNION PACIFIC's** Current Form of Contractor's Right of Entry.

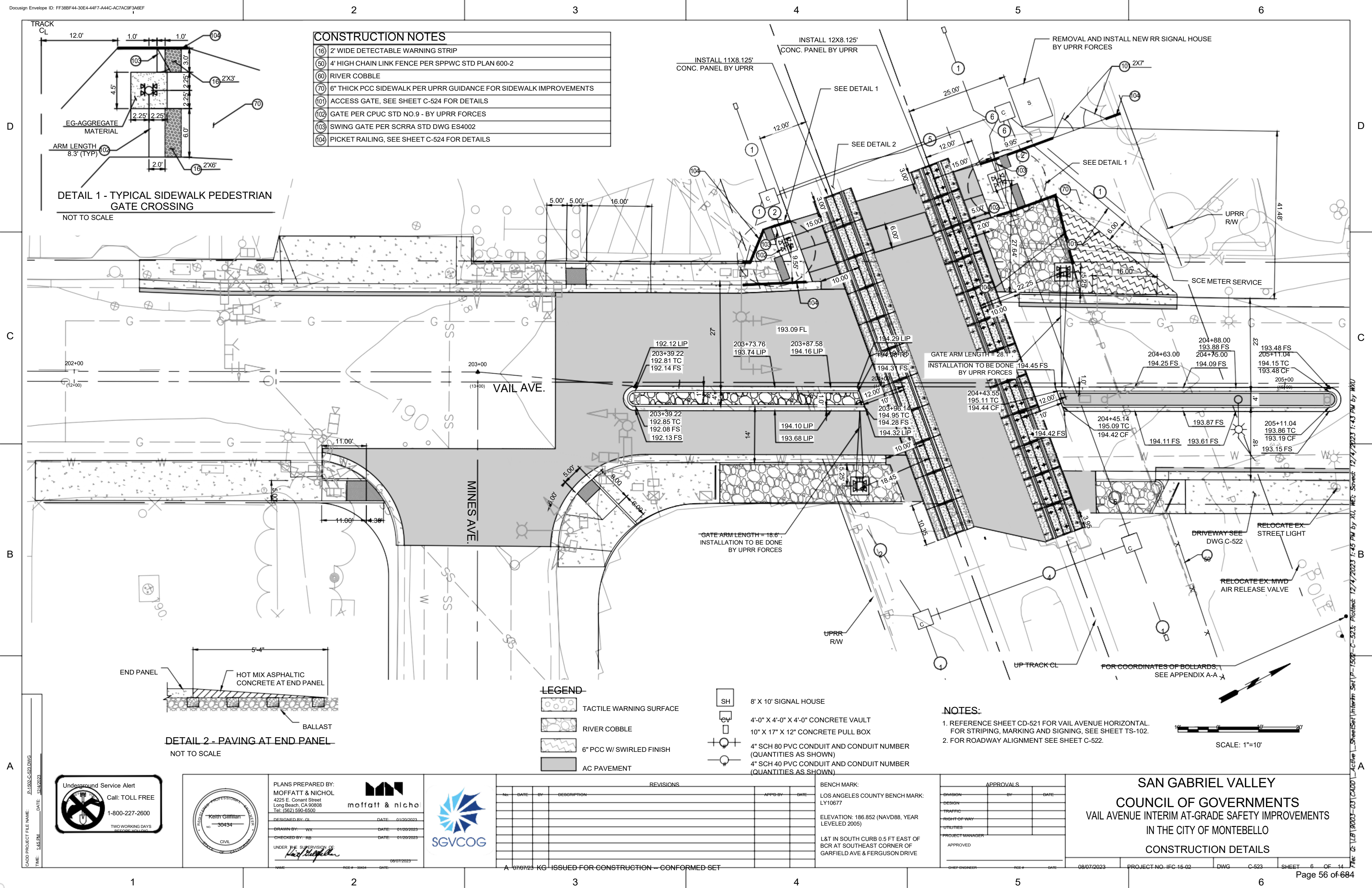
Exhibit C: **UNION PACIFIC's** estimate of its force account, material and equipment costs for construction of the Improvements.

Exhibit D: Automatic grade crossing warning signal - traffic signal interconnection

Exhibit E: The annual signal maintenance fee

# EXHIBIT A





| CONSTRUCTION NOTES |                                                                   |
|--------------------|-------------------------------------------------------------------|
| (16)               | 2' WIDE DETECTABLE WARNING STRIP                                  |
| (50)               | 4' HIGH CHAIN LINK FENCE PER SPPWC STD PLAN 600-2                 |
| (60)               | RIVER COBBLE                                                      |
| (70)               | 6" THICK PCC SIDEWALK PER UPRR GUIDANCE FOR SIDEWALK IMPROVEMENTS |
| (101)              | ACCESS GATE, SEE SHEET C-524 FOR DETAILS                          |
| (102)              | GATE PER CPUC STD NO.9 - BY UPRR FORCES                           |
| (103)              | SWING GATE PER SCRRA STD DWG ES4002                               |
| (104)              | PICKET RAILING, SEE SHEET C-524 FOR DETAILS                       |

DETAIL 1 - TYPICAL SIDEWALK PEDESTRIAN GATE CROSSING  
NOT TO SCALE

DETAIL 2 - PAVING AT END PANEL  
NOT TO SCALE

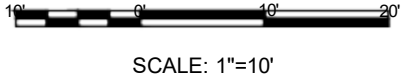
LEGEND

- TACTILE WARNING SURFACE
- RIVER COBBLE
- 6" PCC W/ SWIRLED FINISH
- AC PAVEMENT

- SH 8' X 10' SIGNAL HOUSE
- CV 4'-0" X 4'-0" X 4'-0" CONCRETE VAULT
- 10" X 17" X 12" CONCRETE PULL BOX
- 4" SCH 80 PVC CONDUIT AND CONDUIT NUMBER (QUANTITIES AS SHOWN)
- 4" SCH 40 PVC CONDUIT AND CONDUIT NUMBER (QUANTITIES AS SHOWN)

NOTES:

- REFERENCE SHEET CD-521 FOR VAIL AVENUE HORIZONTAL. FOR STRIPING, MARKING AND SIGNING. SEE SHEET TS-102.
- FOR ROADWAY ALIGNMENT SEE SHEET C-522.



CADD PROJECT FILE NAME: P:\1500-C-522.DWG  
DATE: 12/14/2023  
TIME: 1:45 PM



PLANS PREPARED BY:  
MOFFATT & NICHOL  
4225 E. Conant Street  
Long Beach, CA 90808  
Tel: (562) 590-6500

mo

DESIGNED BY: GL DATE: 01/20/2023  
DRAWN BY: WX DATE: 01/20/2023  
CHECKED BY: RB DATE: 01/20/2023

UNDER THE SUPERVISION OF  
  
NAME: Keith Gillman RCE #: 30434 DATE: 08/07/2023



| REVISIONS |      |    |             |          |      |
|-----------|------|----|-------------|----------|------|
| No.       | DATE | BY | DESCRIPTION | APP'D BY | DATE |
|           |      |    |             |          |      |
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BENCH MARK:  
LOS ANGELES COUNTY BENCH MARK:  
LY10677  
  
ELEVATION: 186.852 (NAVD88, YEAR  
LEVELED 2005)  
  
L&T IN SOUTH CURB 0.5 FT EAST OF  
BCR AT SOUTHEAST CORNER OF  
GARFIELD AVE & FERGUSON DRIVE

| APPROVALS       |       |      |
|-----------------|-------|------|
| DIVISION        | BY    | DATE |
| DESIGN          |       |      |
| TRAFFIC         |       |      |
| RIGHT-OF-WAY    |       |      |
| UTILITIES       |       |      |
| PROJECT MANAGER |       |      |
| APPROVED        |       |      |
| CHIEF ENGINEER  | RCE # | DATE |

SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS  
VAIL AVENUE INTERIM AT-GRADE SAFETY IMPROVEMENTS  
IN THE CITY OF MONTEBELLO  
CONSTRUCTION DETAILS

08/07/2023 PROJECT NO. IFC-15-02 DWG C-523 SHEET 6 OF 14

File: C:\LB\90003-03\CADD\SheetSet\Interim Set\1500-C-523.dwg Plotted: 12/14/2023 1:45 PM by XU, Wei; Saved: 12/14/2023 1:45 PM by XU



GENERAL NOTES:

1. TRAFFIC SIGNAL LIGHTING, SIGNING AND MARKING SHALL CONFORM TO THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS 2018 EDITION, STANDARD PLANS 2018 EDITION, UNLESS OTHERWISE NOTED ON THE PLAN OR SPECIAL PROVISIONS.

2. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.

3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE PROPOSED SIGNAL PHASE DIAGRAM.

4. (XXXX) INDICATES VIDEO DETECTION ZONE/DETECTOR LOOP ASSIGNMENT IN THE CONTROLLER CABINET.

5. ALL NEW PULLS, CONDUITS AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB RAMPS.

6. ALL NEW UNDERGROUND CONDUITS SHALL BE SCHEDULE 80 PVC, CONFORMING TO 700-3.5.4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

7. SIGNAL LIGHTING AND ELECTRICAL SYSTEMS SHALL CONFORM TO THE CITY OF MONTEBELLO TECHNICAL SPECIFICATIONS.

8. ALL SIGNAL HEADS SHALL BE 12" LED UNLESS OTHERWISE NOTED.

9. NEW APS PEDESTRIAN HEADS SHALL BE COUNTDOWN TYPE AND L.E.D. (LIGHT EMITTING DIODE) EQUIPPED.

10. ALL NEW APS PEDESTRIAN BUTTONS SHALL BE INSTALLED IN CONFORMANCE WITH ADA REQUIREMENTS.

11. PEDESTRIAN PUSH BUTTON SHALL BE PER CALTRANS STANDARD PLAN ES-50 (TYPE B).

12. POLE LOCATIONS SHOWN HEREIN ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE ENGINEER. CONTRACTOR SHALL POTHOLE ALL NEW SIGNAL POLE LOCATIONS.

13. ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF THE CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.

GENERAL NOTES (CONTINUED):

14. CURB RAMPS TO BE CONSTRUCTED OR RECONSTRUCTED SHALL CONFORM TO CALTRANS STANDARD PLAN, A88A.

15. ALL NEW CURB RAMP DETECTABLE WARNING SURFACES SHALL BE YELLOW PER CITY OF MONTEBELLO STANDARDS.

16. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SOUTHERN CALIFORNIA EDISON FOR THE REMOVAL/RELOCATION OF EXISTING SAFETY LIGHTS AND STREET LIGHTS. ALL COSTS ASSOCIATED WITH THE REMOVAL/RELOCATION OF THE EXISTING STREET LIGHTS SHALL BE PAID BY THE CONTRACTOR.

17. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT BY DIALING 811 FORTY-EIGHT (48) HOURS PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF THE UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE OR INTERFERE WITH THEIR SERVICES.

18. ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.

19. ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD, LATEST EDITION AND SHALL BE STANDARD SIZE UNLESS OTHERWISE INDICATED.

20. ALL PEDESTRIAN INDICATIONS SHALL BE LED COUNTDOWN TYPE WITH A SOLID FILLED HAND ON THE LEFT-HAND SIDE OF THE PEDESTRIAN SIGNAL AND THE NUMERICAL "COUNTDOWN" INDICATION ON THE RIGHT-SIDE OF THE PEDESTRIAN SIGNAL.

21. UNLESS OTHERWISE NOTED, ALL PULL BOXES SHALL BE #6 AND INSTALLED PER CALTRANS STANDARD PLAN ES-54.

22. INDICATES VIDEO DETECTION ZONE.

23. INDICATES VIDEO DETECTION CAMERAS.

GENERAL NOTES (CONTINUED):

24. VIDEO DETECTION ZONES SHALL BE WIRED/CONFIGURED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.

25. THE 3-INCH CONDUIT FROM THE EDISON PULL BOX TO THE SERVICE CABINET SHALL BE INSTALLED PER SCE COMPANY REQUIREMENTS. FOR ELECTRICAL SERVICE CONNECTION, CALL SOUTHERN CALIFORNIA EDISON COMPANY XXX AT XXX-XXX-XXXX. APPLICABLE SERVICE CONNECTION, RISER COSTS, AND CONSTRUCTION TAX SHALL BE PAID BY THE CONTRACTOR.

26. CONTACT UPRR MANAGER ON PUBLIC PROJECTS PRIOR TO ANY WORK WITHIN UPRR ROW OR ANY WORK AFFECTING GRADE CROSSING OPERATIONS.

DETAIL "A"

NTS

RAILROAD SIGNAL HOUSE (DOT# 811077C)

MINES AVENUE (20 MPH)

VALE AVENUE (30 MPH)

UPRR TRACKS (DOT# 81077C)

UPRR R/W

LEGEND:

PROPOSED

EXISTING

VEHICLE SIGNAL HEAD (WITH BACKPLATE)

VEHICLE SIGNAL HEAD CONSISTING OF RED, YELLOW AND GREEN LEFT ARROW SECTIONS

TYPE 1B STANDARD WITH VEHICLE SIGNAL HEAD AND LUMINAIRE

STANDARD WITH LUMINAIRE AND SIGNAL MAST ARMS AND ATTACHED VEHICLE SIGNAL HEADS

TYPE 1 STANDARD WITH ATTACHED VEHICLE SIGNAL HEADS

STANDARD WITH A SIGNAL MAST ARM, ATTACHED VEHICLE SIGNAL HEADS AND INTERNALLY ILLUMINATED STREET NAME SIGN

TRAFFIC SIGNAL CONDUIT

PEDESTRIAN SIGNAL HEAD (NON COUNTDOWN)

CONTROLLER ASSEMBLY WITH BBS

SERVICE CABINET

NO. 6 PULL BOX UNLESS OTHERWISE INDICATED OR NOTED

TYPE E LOOP DETECTOR

TYPE D LOOP DETECTOR

VIDEO DETECTION CAMERA

OVER 40 FT LONG

R20D-4(CA)(40')

R3-1

R3-2

R5-2

R3-5(RT)

W9-1

W48(CA)(2)

R9-3

R9-3bP(RT)

R10-6(RT)

R3-4

R8-8

R3-8(MOD)

W10-1

R9-3bP(LT)

R3-18

R10-6(LT)

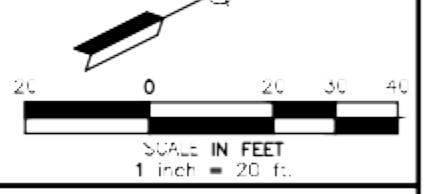
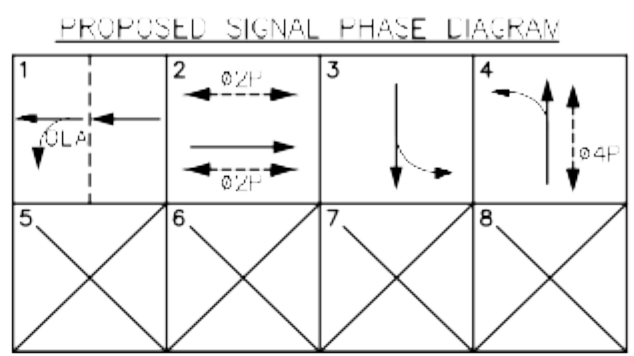
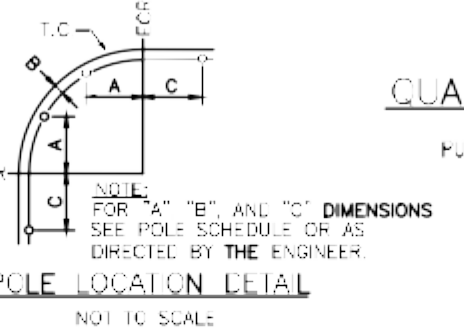
R4-7

R3-1(BLANK OUT)

OM1-3

CONSTRUCTION NOTES

1. FURNISH AND INSTALL 32LZ CONTROLLER CABINET 2070LX CONTROLLER WITH OMNEX SOFTWARE AND MOORE RAILROAD PRE-EMPTION INTERFACE PANEL FURNISH AND INSTALL ALL ANCILLARY EQUIPMENT AS NECESSARY TO ACHIEVE TRAFFIC SIGNAL OPERATION AS SHOWN FURNISH AND INSTALL NEW SIDE MOUNT BATTERY BACKUP SYSTEM (BBS) CABINET WITH BBS.
2. FURNISH AND INSTALL TYPE III BF, 100A 120/240V SERVICE CABINET
3. FURNISH AND INSTALL NEW VIDEO DETECTION CAMERAS OR LUMINAIRE MAST ARM. CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY VIDEO DETECTION EQUIPMENT AND APPURTENANCES TO PROVIDE THE INTENDED OPERATION SHOWN IN THE SIGNAL PHASE DIAGRAM. THIS PLAN AND PER THE SPECIFICATIONS.
4. FURNISH AND INSTALL R3-1 LED ACTIVATED BLANK-OUT (EXTINGUISHABLE MESSAGE, SIGN ON SIGNAL POLE.
5. INSTALL SIGN(S) ON MAST ARM AS SHOWN.
6. INSTALL SIGN(S) ON POLE AS SHOWN.
7. FURNISH AND INSTALL NEW GLOBAL TRAFFIC TECHNOLOGIES (GTT) EVI DUAL HEAD OPTION DETECTOR (MODEL 722) ON MAST ARM PER MANUFACTURER'S SPECIFICATION.
8. CONTRACTOR TO COORDINATE WITH UPRR FOR INSTALLATION, TERMINATION, AND ACTIVATION OF RAILROAD INTERCONNECT CABLE. UPRR TO PROVIDE FINAL CONNECTION TO UPRR SIGNAL HOUSE.
9. INSTALL 3" PVC CONDUIT PER SOUTHERN CALIFORNIA EDISON (SCE) SPECIFICATIONS. SEE GENERAL NOTE 25.
10. CONTRACTOR SHALL INSTALL A LABEL IN THE TRAFFIC SIGNAL CONTROLLER CABINET ADVISING MAINTENANCE PERSONNEL OF THE INTERCONNECTION BETWEEN TRAFFIC SIGNAL CONTROLLER AND THE RAILROAD GRADE CROSSING WARNING SYSTEM. THE LABEL SHOULD PROVIDE CONTACT INFORMATION FOR BOTH THE PUBLIC AGENCY RESPONSIBLE FOR THE TRAFFIC SIGNAL AND THE RAILROAD GRADE CROSSING WARNING SYSTEM. UPRR TO PROVIDE LABEL FOR INSTALLATION.
11. INSTALL TYPE 2 CONDUIT UNDER THE TRACK ENCASED IN A 4" STEEL CASING PIPE AS PER UPRR PIPELINE INSTALLATION ENGINEERING SPECIFICATIONS.
12. TERMINATE 18C #14 RAILROAD INTERCONNECT CABLE UPRR TO PROVIDE FINAL CONNECTION TO UPRR SIGNAL HOUSE.
13. COIL 50' OF 18C #14 RAILROAD INTERCONNECT CABLE IN PROPOSED PULL BOX UPRR TO COMPLETE INSTALLATION TO THE RAILROAD SIGNAL HOUSE.



MANA

POLE AND EQUIPMENT SCHEDULE

| STANDARD |          |        | SIGNAL MOUNTING |                |                 | PLACEMENT DIMENSION |              |                  | *PED. PUSH BUTTON |     |      | **U.S.N.S. | REMARKS |       |           |
|----------|----------|--------|-----------------|----------------|-----------------|---------------------|--------------|------------------|-------------------|-----|------|------------|---------|-------|-----------|
| NO.      | TYPE     | HEIGHT | SIGNAL M.A.     | LUMINAIRE M.A. | LUMINAIRE LED ▲ | POLE VEHICLE        | M.A. VEHICLE | RED. SIGNAL M.B. | "A"               | "B" | "C"  | Ø          | QUALI   | ARROW |           |
| ①        | 19-4-100 | 30'    | 25'             | 12"            | 137W            | SV-2-1A             | 2-MAS        | SP-1-1-T         | SEE PLAN 3.9      | -   | 2    | 3          | →       |       | Mines Ave |
| ②        | 15T      | 30'    | -               | 12"            | 137W            | SV-3-1A             | -            | SP-1-1-T         | -                 | 5'  | 1.5' | 2          | 3       | →     | -         |
| ③        | 15T      | 30'    | -               | 12"            | 137W            | SV-2-1A             | -            | SP-1-1-T         | 10                | 2.5 | -    | 2          | 1       | →     | -         |
| ④        | 17-3-100 | 30'    | 15'             | 12"            | 137W            | SV-1-T              | MAS          | SP-1-T           | 4.5               | 2.5 | -    | 4          | 4       | →     | Mines Ave |
| ⑤        | 17-3-100 | 30'    | 15'             | 12"            | 137W            | SV-2-1A             | MAS          | SP-2-1           | SEE PLAN 4'       | -   | 2/4  | 3/2        | →/←     |       | Vail Ave  |
| ⑥        | 19-3-100 | 30'    | 25'             | 12"            | 137W            | SV-1-T              | 2-MAS        | -                | SEE PLAN 4'       | -   | -    | -          | -       | -     | -         |
| ⑦        | 15T      | 30'    | -               | 12"            | 137W            | SV-1-T              | -            | -                | SEE PLAN 6.6      | -   | -    | -          | -       | -     | -         |
| ⑧        | 1-A      | 4.5    | -               | -              | -               | TV-1-T              | -            | -                | SEE PLAN          | -   | -    | -          | -       | -     | -         |

ALL EQUIPMENT IS NEW, UNLESS OTHERWISE NOTED.

\* INSTALL ACCESSIBLE PEDESTRIAN SIGNAL (APS) AND PUSH BUTTON PER PLAN. ALL PEDESTRIAN PUSH BUTTONS (PPB) SHALL HAVE INTERNATIONAL SYMBOL PLATES AND BE A 2" BUTTON. PPB SHALL BE TYPE B.

\*\* U.S.N.S. SHALL BE MANUFACTURED TO COMPLY WITH CITY STANDARDS AND HAVE DIAMOND GRADE SHEETING AND L.E.D. LAMPS.

▲ 200W HPS EQUIVALENT.

SEE TZ-109 FOR PRE-E

Underground Service Alert

Call: TOLL FREE 1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER

RAGHU KOMMI

No. 76481

CIVIL

STATE OF CALIFORNIA

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers

21660 COLONY DRIVE, SUITE 270

DIAMOND BAR, CALIFORNIA 91765

TEL (909) 596-6800

DESIGNED BY: RYAN WOO DATE: 09/30/2022

DRAWN BY: STEVEN HAK DATE: 09/30/2022

CHECKED BY: RAY KOMMI DATE: 09/30/2022

UNDER THE SUPERVISION OF:

07/05/23

NAME: RCE #76481 DATE:

SGVCOG

REVISIONS

| No. | DATE     | BY | DESCRIPTION                             | APPD BY | DATE |
|-----|----------|----|-----------------------------------------|---------|------|
| A   | 07/07/23 | RK | ISSUED FOR CONSTRUCTION - CONFORMED SET |         |      |

BENCH MARK:

LOS ANGELES COUNTY BENCH MARK: LY10677

ELEVATION: 186.852 (NAVD88, YEAR LEVELED 2005)

L&T IN SOUTH CURB 0.5 FT EAST OF BCR AT SOUTHEAST CORNER OF GARFIELD AVE & FERGUSON DRIVE

APPROVALS

| DIVISION        | BY    | DATE |
|-----------------|-------|------|
| DESIGN          |       |      |
| TRAFFIC         |       |      |
| RIGHT OF WAY    |       |      |
| UTILITIES       |       |      |
| PROJECT MANAGER |       |      |
| APPROVED        |       |      |
| CHIEF ENGINEER  | RCE # | DATE |

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS-ACE

VAIL AVENUE INTERIM AT-GRADE SAFETY IMPROVEMENTS IN THE CITY OF MONTEBELLO

TRAFFIC SIGNAL INSTALLATION PLAN

VAIL AVENUE AND MINES AVENUE (DETOUR)

07/07/2023

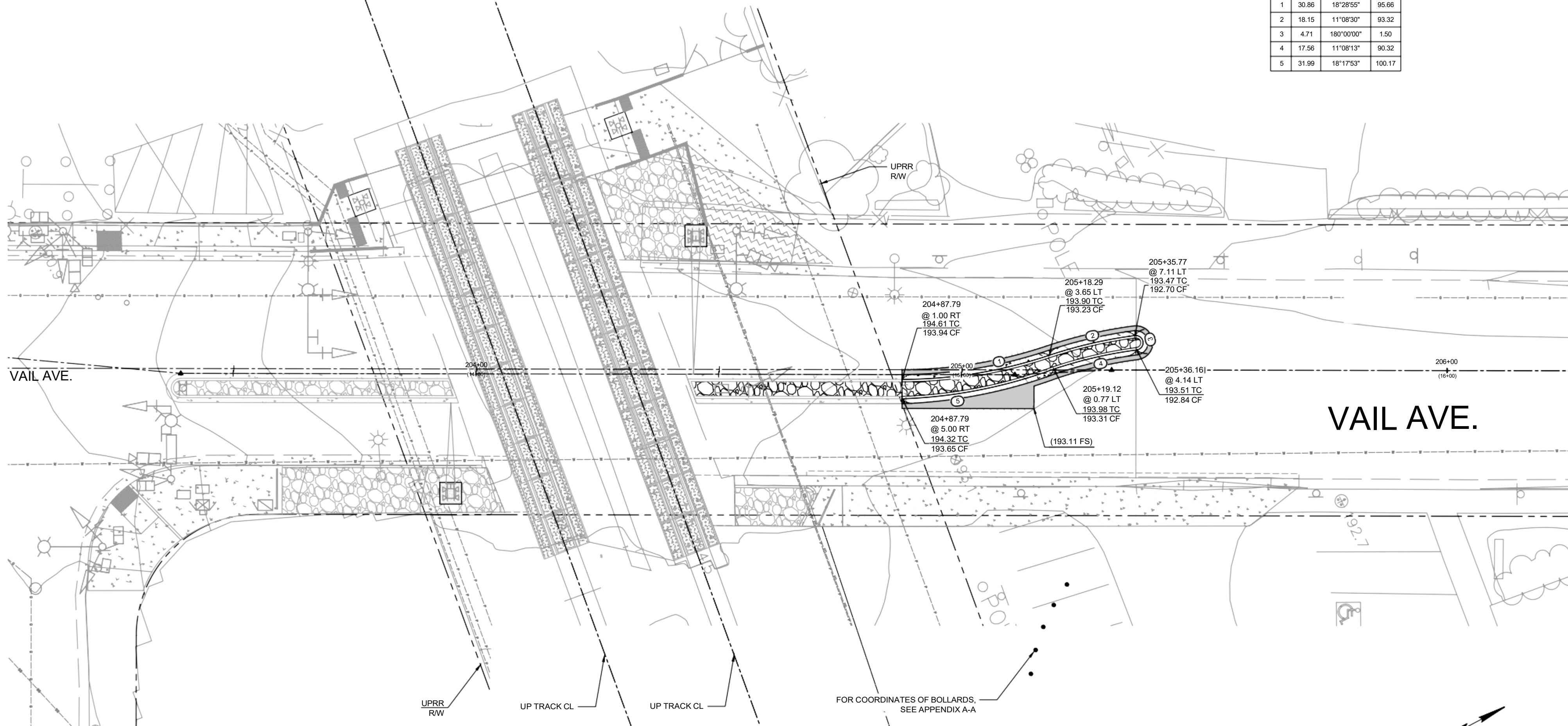
PROJECT NO. IFC 15-02

DWG TZ-108

SHEET 9 OF 14



| LINE & CURVE DATA |        |               |        |
|-------------------|--------|---------------|--------|
| NO.               | Length | Bearing/Delta | Radius |
| 1                 | 30.86  | 18°28'55"     | 95.6   |
| 2                 | 18.15  | 11°08'30"     | 93.3   |
| 3                 | 4.71   | 180°00'00"    | 150    |
| 4                 | 17.56  | 11°08'13"     | 90.3   |
| 5                 | 31.99  | 18°17'53"     | 100.1  |



## LEGEND



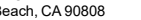
Underground Service Alert

Call: TOLL FREE

1-800-227-2600

TWO WORKING DAYS  
BEFORE YOU DIG



|                                                                                                                  |      |                                                                                     |  |
|------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------|--|
| PLANS PREPARED BY:                                                                                               |      |  |  |
| MOFFATT & NICHOL                                                                                                 |      |                                                                                     |  |
| 4225 E. Conant Street<br>Long Beach, CA 90808<br>Tel: (562) 590-6500                                             |      |                                                                                     |  |
| DESIGNED BY: GL                                                                                                  |      | DATE: 01/20/2023                                                                    |  |
| DRAWN BY: WX                                                                                                     |      | DATE: 01/20/2023                                                                    |  |
| CHECKED BY: RB                                                                                                   |      | DATE: 01/20/2023                                                                    |  |
| UNDER THE SUPERVISION OF:<br> |      | 08/07/2023                                                                          |  |
| NAME:                                                                                                            | R/C# | DATE:                                                                               |  |



| REVISIONS |          |    |                                         |         |      |
|-----------|----------|----|-----------------------------------------|---------|------|
| No.       | DATE     | BY | DESCRIPTION                             | APPD BY | DATE |
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|           |          |    |                                         |         |      |
| A         | 07/07/23 | KG | ISSUED FOR CONSTRUCTION – CONFORMED SET |         |      |

BENCH MARK:  
LOS ANGELES COUNTY BENCH MARK  
LY10677  
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L&T IN SOUTH CURB 0.5 FT EAST OF  
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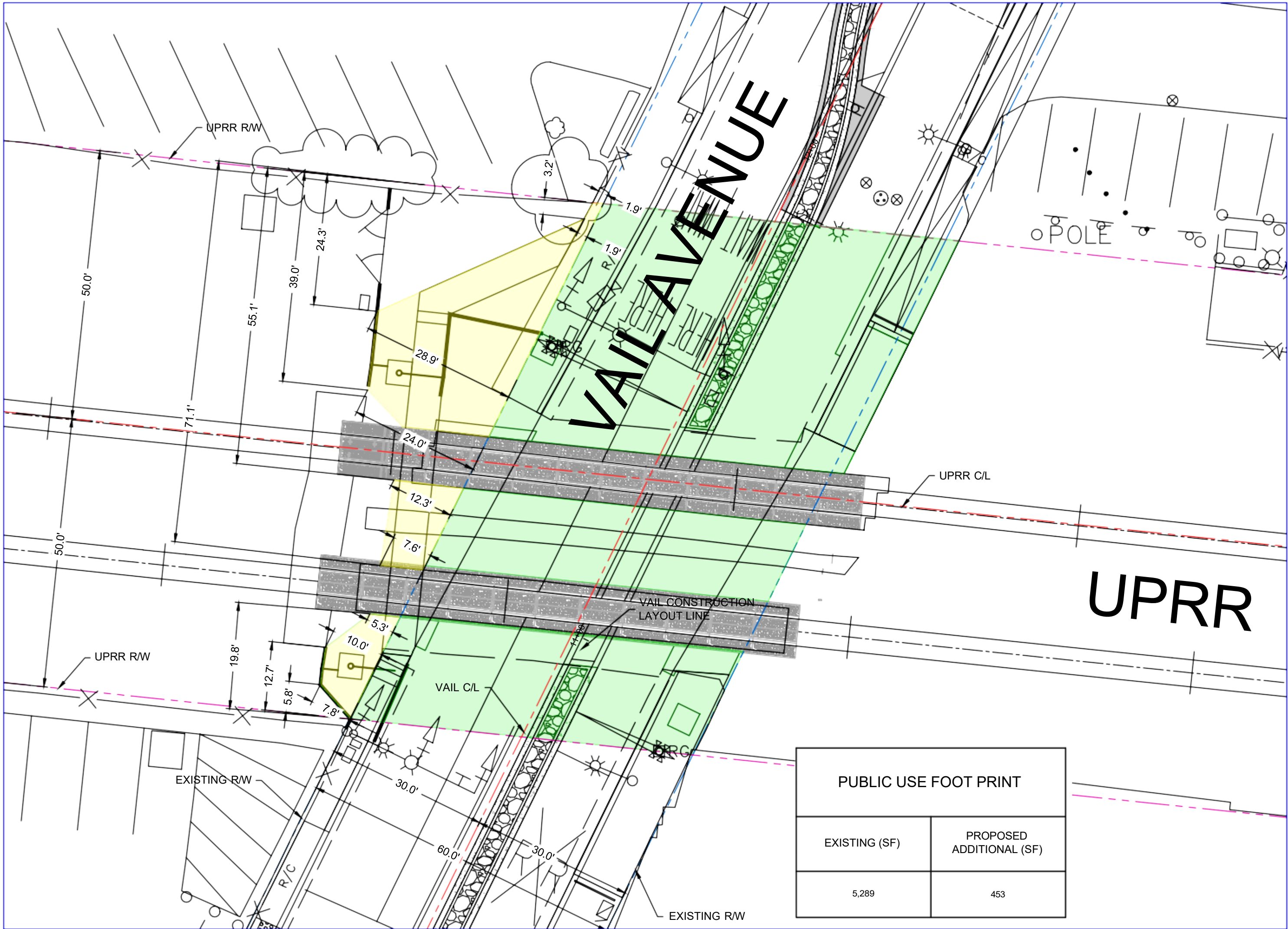
| APPROVALS       |       |      |
|-----------------|-------|------|
| DIVISION        | BY    | DATE |
| DESIGN          |       |      |
| TRAFFIC         |       |      |
| RIGHT OF WAY    |       |      |
| UTILITIES       |       |      |
| PROJECT MANAGER |       |      |
| APPROVED        |       |      |
| CHIEF ENGINEER  | RCE # | DATE |

**SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS  
VAIL AVENUE ULTIMATE AT-GRADE SAFETY IMPROVEMENTS  
IN THE CITY OF MONTEBELLO  
CONSTRUCTION DETAILS**

|            |                       |     |       |       |   |    |    |
|------------|-----------------------|-----|-------|-------|---|----|----|
| 08/07/2023 | PROJECT NO. IFC-15-02 | DWG | C-532 | SHEET | 5 | OF | 12 |
|------------|-----------------------|-----|-------|-------|---|----|----|

|  |                   |        |                    |                                                                                                |
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|--|-------------------|--------|--------------------|------------------------------------------------------------------------------------------------|





PLAN - UPRR PUBLIC USE FOOT PRINT  
SCALE: 1" = 10'

VAIL AVE CROSSING  
DOT NO. 811077C  
7.80 LOS ANGELES SUB

**moffatt & nichol**

DATE:  
01/17/2024



SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
ALAMEDA CORRIDOR - EAST PROJECT  
MONTEBELLO BOULEVARD GRADE SEPARATION  
UPRR PUBLIC USE FOOT PRINT  
VAIL AVENUE

EXHIBIT  
**A-1**

SHEET 1 OF 1

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**EXHIBIT B**  
**TO**  
**CROSSING AGREEMENT**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_] located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED: PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.**

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

**ARTICLE 6 - TERM: TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

\_\_\_\_\_

Attn: \_\_\_\_\_

Project No. 0573798

#### **ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: [www.up.com/flagging](http://www.up.com/flagging)

#### **ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

#### **ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

#### **ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

#### **ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

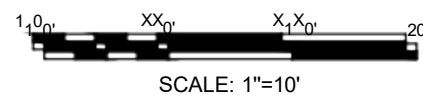
Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.





SCALE: 1" = 10'

VAIL AVE CROSSING  
DOT NO. 811077C  
7.80 LOS ANGELES SUB

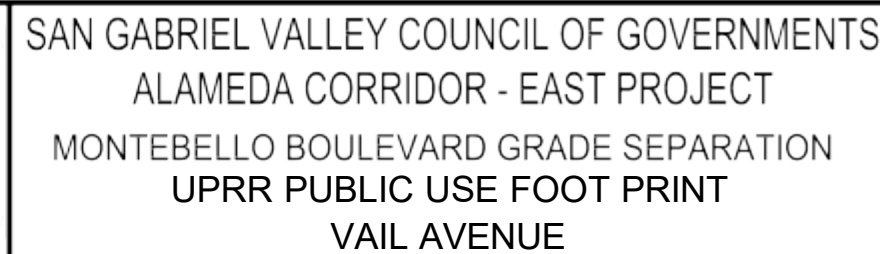
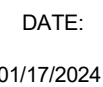


EXHIBIT  
A



**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

## **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

## **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit [www.up.com/CBUD](http://www.up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at [www.up.com/up-pat](http://www.up.com/up-pat). This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

## **Section 8. INDEMNITY.**

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

**CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.**

**D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.**

**E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.**

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



# EXHIBIT C

# Material and Force Account Estimate

## SCVCOG

Estimate Number: 146850      Version: 1

Standard Rates:      Labor Additive = 252.18%

Estimate Good Until 12/26/24

Location: LOS ANGELES SUB, NO 1, 7.78-7.82

Description of Work: 811077C S Vail Ave Montebello CA 7.8 Los Angeles Sub

Prepared For: SGVCOG

Buy America: Yes

| COMMENTS                     | FACILITY | Description                                    | QTY | UOM | UCST      | LABOR    | MATERIAL | TOTAL   | UP %0   | Agcy %100 |
|------------------------------|----------|------------------------------------------------|-----|-----|-----------|----------|----------|---------|---------|-----------|
| ENGINEERING                  |          |                                                |     |     |           |          |          |         |         |           |
|                              |          | Engineering                                    | 1   | LS  | 56,558.00 | 56,558   | 0        | 56,558  | 0       | 56,558    |
|                              |          | Bill Prep Fee - Track Surface RECOLLECT        | 1   | LS  | 900.00    | 0        | 900      | 900     | 0       | 900       |
|                              |          | Homeline Freight - Track Surface RECOLLECT     | 1   | LS  | 900.00    | 0        | 900      | 900     | 0       | 900       |
|                              |          | Foreign Line Freight - Track Surface RECOLLECT | 1   | LS  | 2,445.22  | 0        | 2,445    | 2,445   | 0       | 2,445     |
| Sub-Total =                  |          |                                                |     |     |           | 56,558   | 4,245    | 60,803  | 0       | 60,803    |
| TRACK CONSTRUCTION - COMPANY |          |                                                |     |     |           |          |          |         |         |           |
|                              |          | Mobilization: Company                          | 1   | DA  | 11,450.00 | 11,450   | 0        | 11,450  | 0       | 11,450    |
|                              | RDXING   | RDXING 136# CON10W PP PAN COMPLETE             | 184 | TF  | 1,013.80  | 106,837  | 79,702   | 186,539 | 0       | 186,539   |
|                              | TRACK    | 136# CWRIS0 24-8'6" PPHWD N 16 TP              | 56  | TF  | 1,024.81  | 41,632   | 15,758   | 57,390  | 0       | 57,390    |
| Sub-Total =                  |          |                                                |     |     |           | 159,919  | 95,460   | 255,379 | 0       | 255,379   |
| TRACK REMOVAL - COMPANY      |          |                                                |     |     |           |          |          |         |         |           |
|                              | RDXING   | Remove road crossing - concrete                | 184 | TF  | 108.89    | 20,036   | 0        | 20,036  | 0       | 20,036    |
|                              | TRACK    | Remove Track                                   | 56  | TF  | 42.27     | 2,367    | 0        | 2,367   | 0       | 2,367     |
| Sub-Total =                  |          |                                                |     |     |           | 22,404   | 0        | 22,404  | 0       | 22,404    |
| EQUIPMENT RENTAL             |          |                                                |     |     |           |          |          |         |         |           |
|                              |          | Equipment Rental                               | 1   | LS  | 25,000.00 | 0        | 25,000   | 25,000  | 0       | 25,000    |
| Sub-Total =                  |          |                                                |     |     |           | 0        | 25,000   | 25,000  | 0       | 25,000    |
| Total Wgt. in Tons = 813     |          |                                                |     |     |           | Totals = | 238,880  | 124,706 | 363,586 | 0 363,586 |

Grand Total = \$363,586

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, SCVCOG will pay actual construction costs at the current rates effective thereof.

orce Account Estimate

Estimate Creation Date: 05/15/2024      Number: 148550      Version: 1

Estimate Good Until 05/15/25

Location: LOS ANGELES SUB, NO 1, 2.85-10.73  
Buy America: Yes

Description of Work: MONTEBELLO, CA - SOUTH VAIL AVE - MP.7.80 - LOS ANGELES SUB - DOT# 811077C  
- WO# 72858 - PID# 105000 - 100% RECOLLECTABLE

| COMMENTS                    | Description                                     | QTY | UOM | Unit<br>Cost | LABOR   | MATERIAL | TOTAL   |
|-----------------------------|-------------------------------------------------|-----|-----|--------------|---------|----------|---------|
| SIGNAL                      |                                                 |     |     |              |         |          |         |
|                             | Xing - 2 Trk CWE w/Gates                        | 1   | EA  | 152,876.00   | 48,800  | 104,076  | 152,876 |
| MP.7.15                     | Xing - 2 Trk Remote CWE and House               | 1   | EA  | 75,404.00    | 21,200  | 54,204   | 75,404  |
|                             | Xing - Preemption Circuit (Existing Location)   | 1   | LS  | 7,726.00     | 4,800   | 2,926    | 7,726   |
|                             | Xing - Contract Services for Preempt Cutover    | 1   | LS  | 30,000.00    | 0       | 30,000   | 30,000  |
|                             | Xing - Pedestrian Gates (pair)                  | 1   | EA  | 57,283.00    | 22,393  | 34,890   | 57,283  |
|                             | Xing - Track Card (Main and Stand-by) New Cable | 2   | EA  | 12,889.00    | 12,000  | 13,778   | 25,778  |
|                             | Xing - Dax (Modules And 1000' Cable)            | 2   | EA  | 9,732.00     | 10,000  | 9,464    | 19,464  |
|                             | Xing - Dax Cable 1000'                          | 2   | EA  | 6,440.00     | 8,000   | 4,880    | 12,880  |
|                             | Xing - Remove Location (Gates)                  | 1   | LS  | 2,000.00     | 2,000   | 0        | 2,000   |
| FLAGGERS                    | Xing - Misc.                                    | 1   | LS  | 20,000.00    | 0       | 20,000   | 20,000  |
| FENCING                     | Xing - Misc.                                    | 1   | LS  | 14,000.00    | 0       | 14,000   | 14,000  |
| 10% LABOR CONTINGENCY       | Xing - Misc.                                    | 1   | LS  | 42,244.00    | 42,243  | 1        | 42,244  |
|                             | Gang Day - 5 Man                                | 2   | EA  | 7,500.00     | 15,000  | 0        | 15,000  |
|                             | Xing - Engineering Design                       | 1   | LS  | 40,375.00    | 40,375  | 0        | 40,375  |
|                             | Xing - Boring                                   | 1   | LS  | 40,000.00    | 0       | 40,000   | 40,000  |
|                             | Xing - Fill/Rock/Gravel                         | 1   | LS  | 3,000.00     | 0       | 3,000    | 3,000   |
|                             | Xing - Meter Service                            | 2   | LS  | 5,000.00     | 0       | 10,000   | 10,000  |
| FEDERAL W/ OVERHEAD 228.88% | Xing - Labor Additive                           | 1   | LS  | 422,439.00   | 422,439 | 0        | 422,439 |

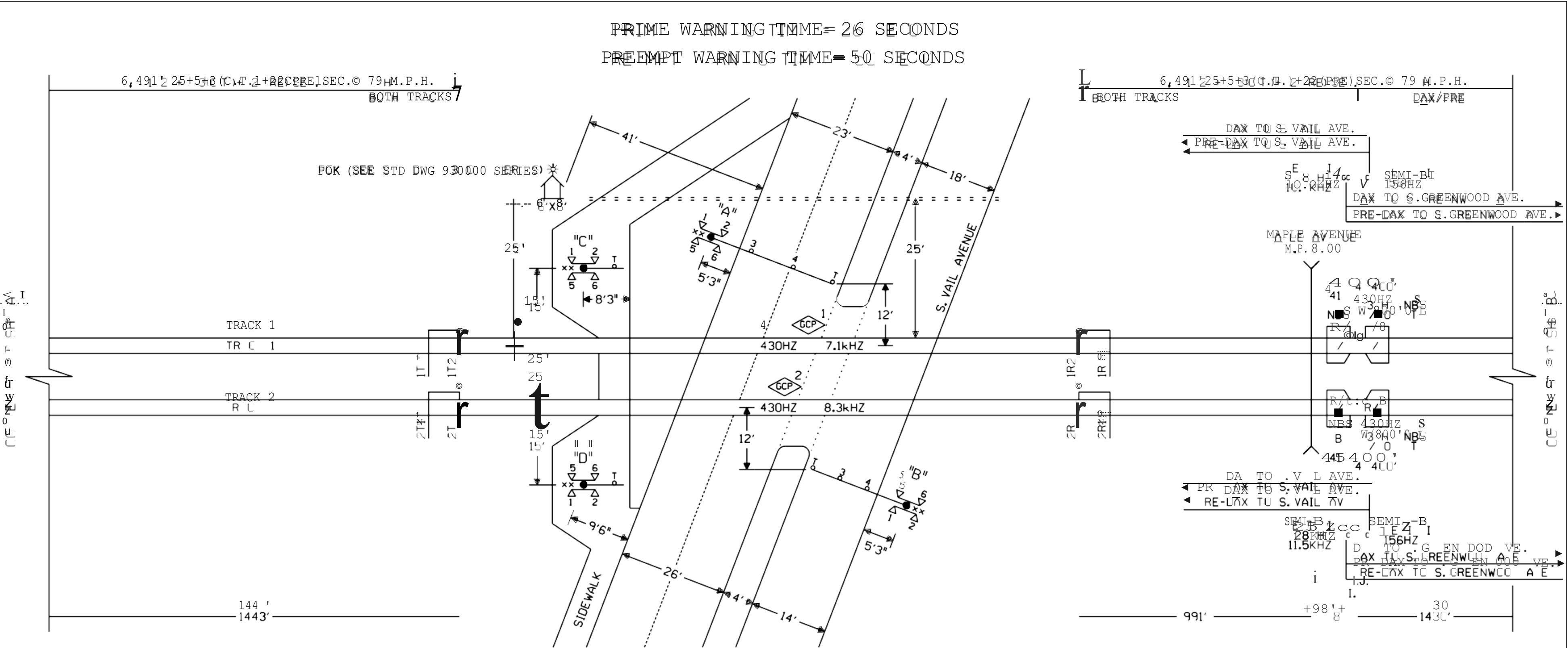
Sub-Total =                      649,250                      341,219                      990,469

Totals =                      649,250                      341,219                      990,469

Grand Total =                                              \$990,469

This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority.      Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

# EXHIBIT D



# EXHIBIT E



FOR PID # 105000  
BY THE UNION PACIFIC RAILROAD

|             |                |
|-------------|----------------|
| STREET      | SOUTH VAIL AVE |
| TOWN        | MONTEBELLO     |
| MILEPOST    | 7.8            |
| SUBDIVISION | LOS ANGELES    |
| AAR/DOT NO. | 811077C        |
| WORK ORDER# | 72858          |

| DESCRIPTION                                             | VALUE | QUANTITY | UNITS    |
|---------------------------------------------------------|-------|----------|----------|
| NON-CODED TRK. CIRCUIT<br>(Standalone AFTAC or Ring 10) | 2     | 0        | 0        |
| SUPERIMPOSED CIRCUIT(AFTAC) /<br>DETECTION LOOP         | 2     | 0        | 0        |
| HIGHWAY GRADE CROSSING SIGNAL<br>(FRONT LIGHTS)         | 2     | 6        | 12       |
| ADDITIONAL PAIR OF LIGHTS<br>(OTHER THAN FRONT LIGHTS)  | 1     | 6        | 6        |
| GATE MECHANISM, AUTOMATIC<br>WITH ARM UP TO 26 FT       | 8     | 4        | 32       |
| GATE MECHANISM, AUTOMATIC<br>WITH ARM OVER 26 FT        | 10    | 0        | 0        |
| GCP/HXP (constant warning device, per track circuit)    | 15    | 2        | 30       |
| EXIT GATE MANAGEMENT SYSTEM RACK*                       | 10    | 0        | 0        |
| MOVEMENT DETECTOR (PMD)                                 | 6     | 0        | 0        |
| MOVEMENT DETECTOR (STANDBY UNIT)                        | 3     | 0        | 0        |
| RADIO DATA LINK, PER UNIT                               | 1     | 0        | 0        |
| PREEMPTION CIRCUIT                                      | 2     | 1        | 2        |
| DATA RECORDER                                           | 1     | 0        | 0        |
| REMOTE MONITORING DEVICE (SEAR, ETC)*                   | 2     | 1        | 2        |
| BONDED RAIL JOINTS (per mile, each rail, single bonded) | 1     | 0        | 0        |
| BATTERY AND CHARGER (per set)                           | 1     | 2        | 2        |
| TOTAL UNIT COUNT                                        |       |          | 86       |
| PAVEMENT RESTORATION COSTS                              |       |          | (Actual) |
| Annual Maintenance Cost at \$278.25/Unit                |       |          | \$23,930 |

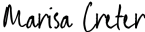
\*UP supplied Unit Value

Certificate Of Completion

|                                                                                                             |               |                          |
|-------------------------------------------------------------------------------------------------------------|---------------|--------------------------|
| Envelope Id: FF38BF4430E444F7A44CAC7AC9F3A6EF                                                               |               | Status: Completed        |
| Subject: Complete with DocuSign: 0573798 Public Highway At Grade Signal Surface (South Vail Ave) DOT 811... |               |                          |
| Source Envelope:                                                                                            |               |                          |
| Document Pages: 38                                                                                          | Signatures: 1 | Envelope Originator:     |
| Certificate Pages: 2                                                                                        | Initials: 0   | Esmeralda Yzguerra       |
| AutoNav: Enabled                                                                                            |               | 1333 S. Mayflower Avenue |
| Envelope Stamping: Enabled                                                                                  |               | Suite 360                |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                                                           |               | Monrovia, CA 91016       |
|                                                                                                             |               | eyzguerra@sgvcog.org     |
|                                                                                                             |               | IP Address: 47.176.246.3 |

Record Tracking

|                       |                            |                    |
|-----------------------|----------------------------|--------------------|
| Status: Original      | Holder: Esmeralda Yzguerra | Location: DocuSign |
| 10/24/2024 9:06:09 AM | eyzguerra@sgvcog.org       |                    |

| Signer Events                                        | Signature                                                                         | Timestamp                      |
|------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------|
| Marisa Creter                                        |  | Sent: 10/24/2024 9:08:19 AM    |
| MCreter@SGVCOG.org                                   |                                                                                   | Viewed: 10/24/2024 9:12:03 AM  |
| Executive Director                                   |                                                                                   | Signed: 10/24/2024 9:12:09 AM  |
| San Gabriel Valley Council of Governments            | Signature Adoption: Pre-selected Style                                            |                                |
| Security Level: Email, Account Authentication (None) |                                                                                   | Using IP Address: 45.48.243.50 |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

| In Person Signer Events      | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |

| Carbon Copy Events                                   | Status            | Timestamp                   |
|------------------------------------------------------|-------------------|-----------------------------|
| Esmeralda Yzguerra                                   | <div>COPIED</div> | Sent: 10/24/2024 9:12:12 AM |
| eyzguerra@sgvcog.org                                 |                   |                             |
| Management Analyst                                   |                   |                             |
| San Gabriel Valley Council of Governments            |                   |                             |
| Security Level: Email, Account Authentication (None) |                   |                             |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

|                                                      |                   |                             |
|------------------------------------------------------|-------------------|-----------------------------|
| Carrie Inciong                                       | <div>COPIED</div> | Sent: 10/24/2024 9:12:13 AM |
| cinciong@sgvcog.org                                  |                   |                             |
| Senior Project Manager                               |                   |                             |
| Security Level: Email, Account Authentication (None) |                   |                             |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|



| Notary Events           | Signature        | Timestamp             |
|-------------------------|------------------|-----------------------|
|                         |                  |                       |
| Envelope Summary Events | Status           | Timestamps            |
| Envelope Sent           | Hashed/Encrypted | 10/24/2024 9:08:19 AM |
| Certified Delivered     | Security Checked | 10/24/2024 9:12:03 AM |
| Signing Complete        | Security Checked | 10/24/2024 9:12:09 AM |
| Completed               | Security Checked | 10/24/2024 9:12:13 AM |
|                         |                  |                       |
| Payment Events          | Status           | Timestamps            |

**CITY OF MONTEBELLO**

**PROFESSIONAL SERVICES AGREEMENT NO. 4260  
WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS & UNION PACIFIC  
COMPANY**

## SOUTH GREENWOOD AVENUE GRADE CROSSING CONSTRUCTION, OPERATION AND MAINTENANCE STANDARD FORM AGREEMENT

THIS AGREEMENT, made this 5<sup>th</sup> day of DECEMBER, 2024, is by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, hereinafter termed the "**UNION PACIFIC**", the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**, a joint powers authority of the State of California, hereinafter termed "**SGVCOG**", the **CITY OF MONTEBELLO**, a political subdivision of the State of California, hereinafter termed the "**LOCAL AGENCY**" in furtherance of the ALAMEDA CORRIDOR – EAST PROJECT.

### R E C I T A L S

**UNION PACIFIC** is a railroad corporation operating throughout the State of California and is engaged in local freight train movements over its Los Angeles Subdivision and Alhambra Subdivision main lines in the San Gabriel Valley area of Los Angeles County. **SGVCOG** was tasked with overseeing the Alameda Corridor - East Project (the "Project"), which includes improvement of at-grade street, road and highway crossings of **UNION PACIFIC's** main lines in the valley. The **LOCAL AGENCY** has primary responsibility for the operation and maintenance of streets and roads within its jurisdictional limits, including the South Greenwood Avenue at-grade crossing of one of the **UNION PACIFIC** main lines identified by the California Public Utilities Commission ("CPUC") by Crossing No. 003 – 8.3 (Los Angeles Subdivision) and DOT No. 811075N.

The **LOCAL AGENCY** and **SGVCOG** desire to undertake improvements to the designated grade crossing (the "Improvements") as shown in attached **Exhibit A**. **SGVCOG** has already executed an agreement with the **LOCAL AGENCY** authorizing **SGVCOG** to obtain approvals and permits from **UNION PACIFIC** on the **LOCAL AGENCY's** behalf for design and construction of the Improvements within the **LOCAL AGENCY's** jurisdiction. That agreement allows the **LOCAL AGENCY** and **SGVCOG** to jointly negotiate an agreement with **UNION PACIFIC** for construction, operation and maintenance of the Improvements. **SGVCOG** (by virtue of an internal reorganization completed in January 2018) has succeeded to all contracts entered into by its former administrative subsidiary known as the Alameda Corridor – East Construction Authority, including but not limited to that certain Master Agreement Construction, Operation and Maintenance of Highway - Railroad Underpass, dated December 4, 2001 (the "Master Agreement") entered into with **UNION PACIFIC** for construction, operation and maintenance of all Project Improvements.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

///

## **AGREEMENT**

### ARTICLE 1. GRANT OF RIGHT

1.01 Grant of right to construct and maintain Improvements: In consideration of **SGVCOG's** and **LOCAL AGENCY's** agreement to perform and abide by the covenants, terms and conditions of this Agreement, including **Exhibits A, A-1, B, C, D, and E** which are attached hereto and hereby made a part hereof, and in consideration of the sum of **One Hundred Seventy Nine Thousand, Four Hundred Sixty Dollars (\$179,460.00)** to be paid solely by the **SGVCOG** to **UNION PACIFIC** upon the execution and delivery of this Agreement, and in further consideration of the **SGVCOG** and the **LOCAL AGENCY's** agreement to perform and comply with the terms of this Agreement, **UNION PACIFIC** hereby grants to **SGVCOG**, and to the **LOCAL AGENCY** to the extent necessary, the right to construct, operate, maintain, repair, rehabilitate and replace the Improvements shown in **Exhibit A-1** (the "Crossing Area").

1.02 Grant of Right-of-Way: Where the Improvements include Project Elements such as new sidewalks or street widening that require the permanent use of additional **UNION PACIFIC** property outside existing dedicated roadway encroachments, such additional property is shown in attached **Exhibit A-1**.

1.03 Interpretation of Exhibits B: The term "Political Body" as used in **Exhibit B** shall be construed to mean both **SGVCOG** and the **LOCAL AGENCY**, collectively, except as the one is distinguished from the other within this Agreement. If there is a conflict between terms of this Agreement and **Exhibit B**, this Agreement shall take precedence.

### ARTICLE 2. CONSTRUCTION - WORK TO BE PERFORMED BY UNION PACIFIC

2.01 Work to be performed by UNION PACIFIC: **UNION PACIFIC** shall perform the railroad work to the extent identified as UPRR work on **Exhibit A** or described in **Exhibit C** at the sole cost and expense of **SGVCOG**. **UNION PACIFIC** shall make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging using **UNION PACIFIC** personnel or approved third party

flagging services and other protective services and devices, which in **UNION PACIFIC's** judgment may be or may become necessary or expedient because of the Improvements. Such work shall include, without limitation: (1) rearrangement, renewal and replacement of automatic grade crossing warning devices, train detection constant warning time devices and track circuits, and any railroad related signal and railroad communications facilities, and; (2) installation of manufactured grade crossing surface panels, crosstie and track hardware changeout as may be necessary for the Improvement as shown in greater detail in **Exhibit A** and on final plans submitted by **SGVCOG** and approved by **UNION PACIFIC**. The estimated costs of **UNION PACIFIC's** work are shown in **Exhibit C** and said costs have been estimated using and will be billed in accordance with all applicable Federal regulatory requirements. All of **UNION PACIFIC's** costs incurred in performing such work as detailed in this section shall be reimbursed by **SGVCOG**.

#### ARTICLE 3. CONSTRUCTION - WORK TO BE PERFORMED BY SGVCOG

301 Work to be performed by **SGVCOG**: **SGVCOG**, at **SGVCOG's** sole cost and expense, shall do all work described in **UNION PACIFIC's** 100% approved plans for the Improvements, and as shown in **Exhibit A** including site preparation; construction of pavement, sidewalk, drainage structures, curb and gutter; installation of traffic control striping, signage, signals, signal controllers; and design and initial programming of traffic signal controllers, except for the work **UNION PACIFIC** herein agrees to do as shown in Section 2.01 above, as shown on **Exhibit A** or described on **Exhibit C**. If **SGVCOG** or it's contractor needs to bring any borrowed material onto the job site to accomplish such grading and embankment work, the borrowed material shall be first tested by **SGVCOG** or it's contractor, at **SGVCOG's** sole expense, to determine if the borrowed material is acceptable to **UNION PACIFIC** including, without limitation, ensuring (1) that the borrowed material meets specifications and standards provided by **UNION PACIFIC** to **SGVCOG** and (2) that the borrowed material does not contain any contamination or naturally occurring radiologic material or any other material deemed under any applicable current federal, state or local agency law, statute, rule or regulation to be of environmental concern.

3.02 If work is to be performed by contractor: **SGVCOG** shall require any and all of **SGVCOG's** prime contractors to complete, submit and have executed a **UNION PACIFIC** right-of-entry agreement as shown in **Exhibit B**, prior to prime contractor's entry on to **UNION PACIFIC** property. **SGVCOG** will require its prime contractors to maintain an active and valid right-of-entry permit throughout the entire period of the prime contractors' activity on or occupancy of **UNION PACIFIC** right-of-way. **SGVCOG** will further require that each prime contractor obtain subcontractor acknowledgement that the terms of the right of entry permit apply equally to all subcontractors.

3.03 Insurance: **SGVCOG** shall cause **SGVCOG's** contractors to procure the insurance required pursuant to **Exhibit B** and to provide (and maintain the validity of) certificates of insurance issued by their insurance carriers evidencing such required insurance coverage. The certificates of insurance shall indicate that the insurance policies contain endorsements specifically naming Union Pacific Railroad Company, Southern California Regional Rail Authority and the National Railroad Passenger Corporation as additionally- insured entities with respect to all liabilities arising out of Insured's performance of the work required for construction of the Improvements. **SGVCOG** shall forward copies of such certificates of insurance to be provided hereunder to **UNION PACIFIC** prior to entry onto **UNION PACIFIC** property by the **SGVCOG** contractor required to obtain such insurance pursuant to **Exhibit B**.

#### ARTICLE 4. OPERATION AND MAINTENANCE OF THE IMPROVEMENTS

4.01 By **UNION PACIFIC**: **UNION PACIFIC** shall operate and maintain automatic warning devices at the grade crossings as required under Title 49, Parts 212 and 234 of the Code of Federal Regulations. The maintenance cost of automatic grade crossing warning devices and controls shall be at **LOCAL AGENCY's** sole cost and expense. **UNION PACIFIC** will, at its expense, maintain those portions of the crossing surfaces lying between the rails and two feet outside of the rails, parallel to the track; and roadway pavement between any two tracks 15 feet or less apart.

4.02 By **SGVCOG** and **LOCAL AGENCY**: **SGVCOG** shall operate and maintain any portion of the Improvements, including streetlighting, pavement, sidewalks, curb and gutter, raised medians, and traffic striping and signage within the **UNION PACIFIC** right-of-way other than specified to be maintained by **UNION PACIFIC** in above Section 4.01, until such time as **SGVCOG** transfers and the **LOCAL AGENCY** accepts all such obligations including the ownership, operational and maintenance responsibilities for the Improvements as provided for in the **SGVCOG – LOCAL AGENCY** agreement. Further, **SGVCOG** will operate and maintain traffic signal, traffic signal controllers and controller programming installed or modified as part of the Improvements until such time as **SGVCOG** transfers and the **LOCAL AGENCY** accepts ownership, operational and maintenance responsibilities for these facilities. **SGVCOG** will notify **UNION PACIFIC** in writing when **SGVCOG** transfers and the **LOCAL AGENCY** accepts any operational and maintenance responsibilities under this subsection.

4.03 Railroad Preemption of Traffic Signals - Maintenance of Programming: Where automatic grade crossing warning signals and adjacent traffic signals are electrically interconnected to provide railroad preemption of traffic signal operations, **UNION PACIFIC** and the **LOCAL AGENCY** will post in their respective signal control shelters or cabinets a notice similar to attached **Exhibit D**. The **LOCAL AGENCY** shall maintain any traffic signal - grade crossing signal interconnection conduit and wiring on **UNION PACIFIC's** right-of-way up to **UNION PACIFIC's** signal shelters or cabinets. The **LOCAL AGENCY** shall notify and obtain a right-of-entry from **UNION PACIFIC** prior to maintenance of conduit or wiring on **UNION PACIFIC** property. The **LOCAL AGENCY** will periodically check that the preemption of the traffic signals by the grade crossing warning system is working as designed, in accordance with the railroad preemption recommendations contained in The State of California Department of Transportation's *Traffic Manual*. Before changing traffic light operation or phasing which could affect the duration or phasing of railroad preemption the **LOCAL AGENCY** will notify and consult with **UNION PACIFIC**, and **UNION PACIFIC** will notify and consult with the **LOCAL AGENCY** prior to making any changes in railroad crossing warning signal advance warning time.



## ARTICLE 5. FUTURE RECONSTRUCTION OR ALTERATION OF THE IMPROVEMENTS

### 5.01 Apportionment of future reconstruction or alteration expenses:

(a) Upon Completion of the Improvements, the **LOCAL AGENCY** will be the owner of the facilities constructed by **UNION PACIFIC** under this Agreement, including the highway traffic control devices, and at no cost to **UNION PACIFIC**, will maintain the Improvements in compliance with CPUC General Order No. 72-B. If the crossing closes, the highway traffic control devices will be returned to the **LOCAL AGENCY** or disposed of by **UNION PACIFIC** at **UNION PACIFIC's** sole discretion.

(b) **UNION PACIFIC** will inspect and test the Signal System at the **LOCAL AGENCY's** expense pursuant to the attached **Exhibit E**. **UNION PACIFIC** will perform the work for the end of life replacement via the antiquated equipment program at the **LOCAL AGENCY's** sole expense.

(c) For the purposes of apportioning costs of any future reconstruction or alteration of the grade crossings which are Improvements as defined herein, if the **LOCAL AGENCY** and **UNION PACIFIC** both agree that the road surface, approaches, and/or road crossing panels need to be replaced or repaired, **UNION PACIFIC**, at **UNION PACIFIC's** expense, shall install the road crossing panels between the track tie ends. The **LOCAL AGENCY**, at the **LOCAL AGENCY's** expense, shall replace or repair the road surface outside the track tie ends, including the approaches, and between tracks if there is more than one railroad track across the Crossing Area. If the **LOCAL AGENCY** and **UNION PACIFIC** do not both agree that the road surface, approaches, and/or road crossing panels need to be replaced or repaired, the requesting party shall fund 100%.

(d) If the highway traffic control devices or their appurtenances installed are damaged by highway traffic, the **LOCAL AGENCY** will cooperate with **UNION PACIFIC** in determining the location and identification of the parties responsible for such damage to the extent of making accident records available to **UNION PACIFIC**. If after a diligent effort by **UNION PACIFIC**, documented in writing, the cost to repair or replace the highway traffic control devices proves uncollectible from the person or persons responsible for such damage, the apportionment of the cost to repair or replace the highway traffic control devices will be at the **LOCAL AGENCY's** expense.

(e) Prior to the **LOCAL AGENCY** or its Contractor performing and any subsequent maintenance and repair work within the Crossing Area, the **LOCAL AGENCY** or its Contractor shall adhere to **UNION PACIFIC's** then current maintenance request procedures.

## ARTICLE 6. MUTUAL INDEMNIFICATION AND HOLD HARMLESS CALUSES

6.01 By **SGVCOG**: Neither **UNION PACIFIC** nor the **LOCAL AGENCY**, nor any of their respective board members, elected officials, shareholders, officers, employees, agents, or contractors shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **SGVCOG** or its prime or subcontractors under or in connection with any work, authority or jurisdiction assigned or delegated to **SGVCOG** under this Agreement. The parties understand and agree that **SGVCOG** shall fully indemnify, defend and hold **UNION PACIFIC** and the **LOCAL AGENCY**, and their respective board members, elected officials, shareholders, officers, employees, agents, and contractors harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of **SGVCOG** or its board, officers, employees, agents, contractors, subcontractors or volunteers under or in connection with any work, authority or jurisdiction assigned or delegated to **SGVCOG** under this Agreement. This indemnity shall survive termination of this Agreement.

6.02 By **UNION PACIFIC**: Neither **SGVCOG** nor the **LOCAL AGENCY**, or any of their respective board members, elected officials, officers, employees, agents, contractors, or volunteers shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **UNION PACIFIC** under or in connection with any work, authority or jurisdiction assigned or delegated to **UNION PACIFIC** under this Agreement. The parties understand and agree that **UNION PACIFIC** shall fully indemnify, defend and hold **SGVCOG** and the **LOCAL AGENCY**, and their respective board members, elected officials, officers, employees, agents,

contractors, and volunteers harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of **UNION PACIFIC**, or its board, shareholders, officers, employees, agents, or contractors under or in connection with any work, authority or jurisdiction assigned or delegated to **UNION PACIFIC** under this Agreement. This indemnity shall survive termination of this Agreement. The obligations of **UNION PACIFIC** under this subsection 6.02 shall not in any manner apply to or be enforced or invoked by any consultants, prime contractors or subcontractors of **SGVCOG** or the **LOCAL AGENCY**, and the rights and obligations of **UNION PACIFIC** and such entities shall be governed exclusively by the terms of the right of entry agreements executed by such entities in order to gain access to **UNION PACIFIC** property.

6.03. By **LOCAL AGENCY**: Neither **UNION PACIFIC** nor **SGVCOG**, or any of their respective board members, elected officials, shareholders, officers, employees, agents, or contractors shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the **LOCAL AGENCY** under or in connection with any work, authority or jurisdiction assigned or delegated to the **LOCAL AGENCY** under this Agreement. The parties understand and agree that the **LOCAL AGENCY** shall fully indemnify, defend and hold **UNION PACIFIC** and **SGVCOG**, and their respective board members, elected officials, shareholders, officers, employees, agents, and contractors harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the **LOCAL AGENCY**, its elected officials, officers, employees, agents, prime contractors, subcontractors or volunteers under or in connection with any work, authority or jurisdiction assigned or delegated to the **LOCAL AGENCY** under this Agreement. This indemnity shall survive termination of this Agreement.

## ARTICLE 7. TERM

7.01 This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by mutual consent by the parties.

## Article 8. SUCCESSORS AND ASSIGNS

8.01 The covenants and provisions of the foregoing instrument shall be binding upon and inure to the benefit of the successors and assigns of **UNION PACIFIC, SGVCOG** and the **LOCAL AGENCY**.

\*\*\* Signature page to follow \*\*\*

WITNESS WHEREOF the parties hereto have duly executed this agreement the day and year first above written.

CITY OF MONTEBELLO

UNION PACIFIC RAILROAD COMPANY

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

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

Its\_\_\_\_\_

Its \_\_\_\_\_

SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

By: Marisa Cinter

Its Executive Director

## LIST OF EXHIBITS TO BE ATTACHED TO SOUTH GREENWOOD AVENUE GRADE CROSSING STANDARD FORM AGREEMENT

Exhibit A: Three (3) 11" x 17" plan sheets prepared by **SGVCOG** showing a general plan view of the Improvements, and any cross-sectional or profile grade line changes of the roadways.

Exhibit A-1: One (1) 11" x 17" plan sheet prepared by SGVCOG showing the Crossing Area.

Exhibits B: **UNION PACIFIC's** Current Form of Contractor's Right of Entry.

Exhibit C: **UNION PACIFIC's** estimate of its force account, material and equipment costs for construction of the Improvements.

Exhibit D: Automatic grade crossing warning signal - traffic signal interconnection

Exhibit E: The annual signal maintenance fee

# EXHIBIT A





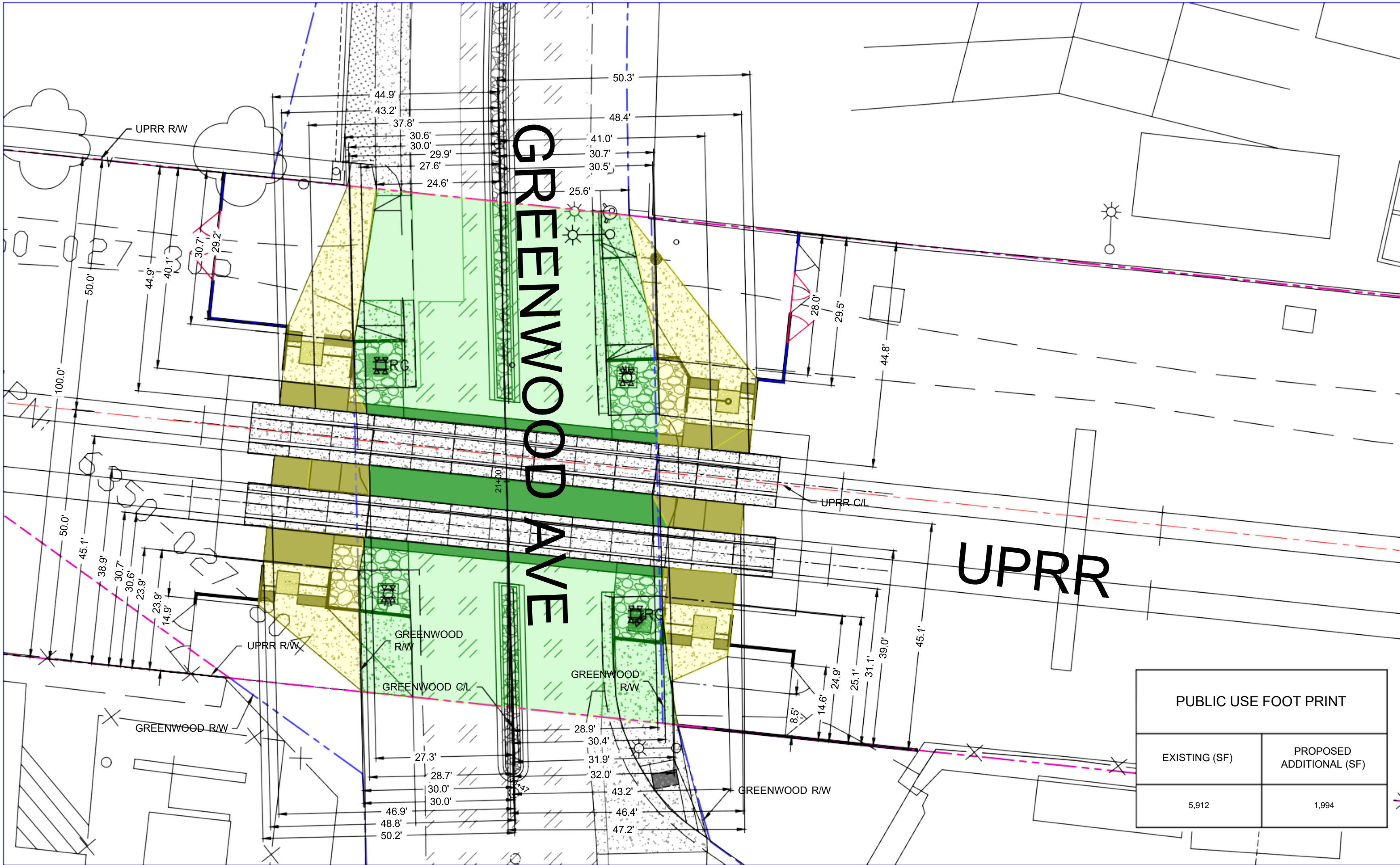


## Page 98 of 68



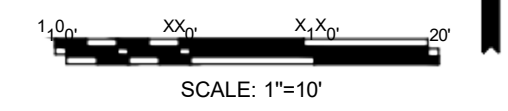






LEGEND

- PROPOSED ADDITIONAL FOOT PRINT
- EXISTING FOOT PRINT



PLAN - UPRR PUBLIC USE FOOT PRINT  
SCALE: 1" = 10'

GREENWOOD AVE CROSSING  
DOT NO. 811075N  
8.30 LOS ANGELES SUB



SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
ALAMEDA CORRIDOR - EAST PROJECT  
MONTEBELLO BOULEVARD GRADE SEPARATION  
UPRR PUBLIC USE FOOT PRINT  
GREENWOOD AVENUE

EXHIBIT  
**A-1**

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**EXHIBIT B**  
**TO**  
**CROSSING AGREEMENT**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_] located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED: PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.**

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

**ARTICLE 6 - TERM: TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

\_\_\_\_\_

Attn: \_\_\_\_\_

Project No. 0650290

#### **ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: [www.up.com/flagging](http://www.up.com/flagging)

#### **ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

#### **ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

#### **ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

#### **ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.



Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

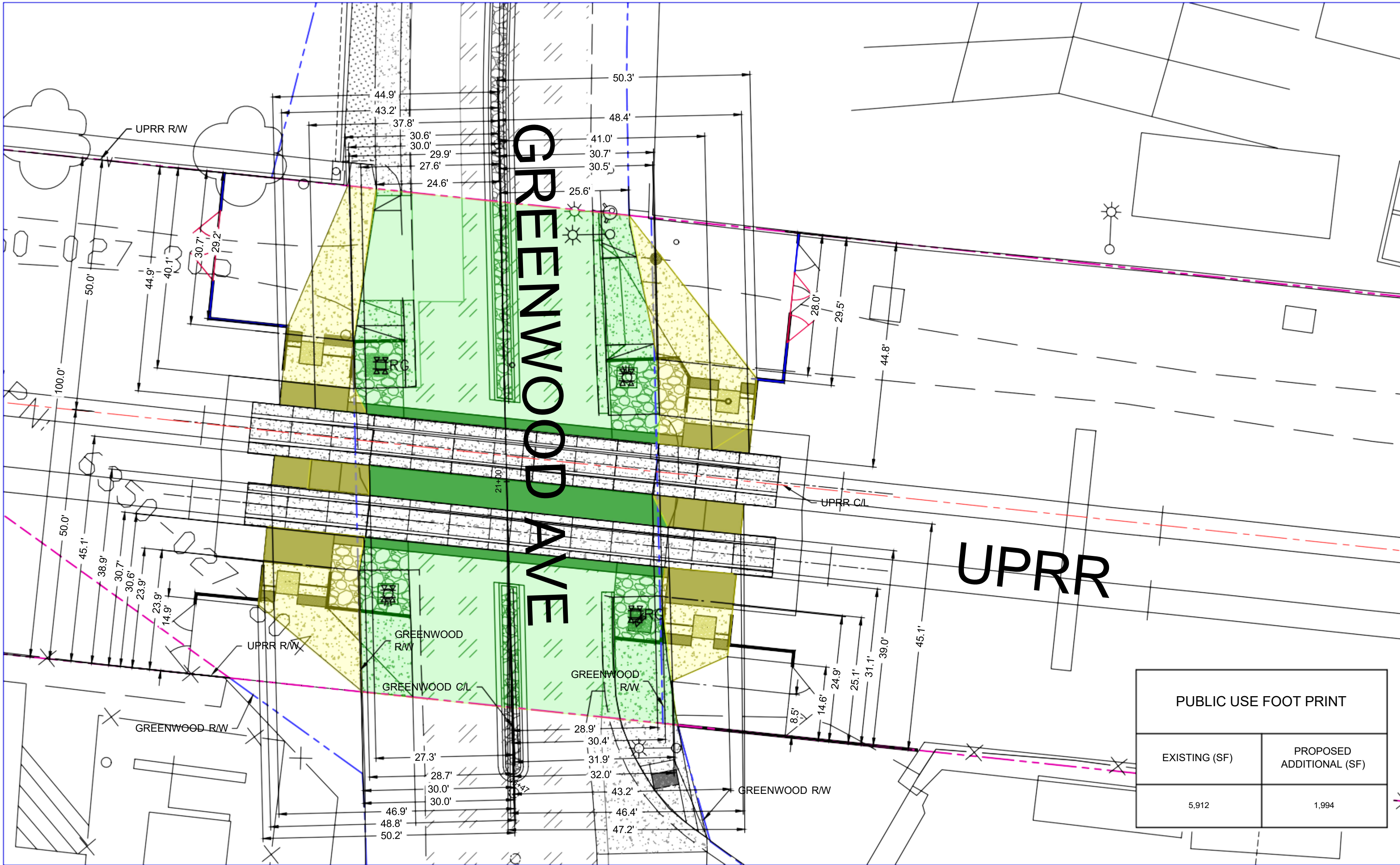
Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.





**LEGEND**

|                                                                                                                            |                                |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> | PROPOSED ADDITIONAL FOOT PRINT |
| <span style="background-color: green; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span>  | EXISTING FOOT PRINT            |

| PUBLIC USE FOOT PRINT |                          |
|-----------------------|--------------------------|
| EXISTING (SF)         | PROPOSED ADDITIONAL (SF) |
| 5,912                 | 1,994                    |

PLAN - UPRR PUBLIC USE FOOT PRINT  
SCALE: 1" = 10'

GREENWOOD AVE CROSSING  
DOT NO. 811075N  
8.30 LOS ANGELES SUB



SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
ALAMEDA CORRIDOR - EAST PROJECT  
MONTEBELLO BOULEVARD GRADE SEPARATION  
UPRR PUBLIC USE FOOT PRINT  
GREENWOOD AVENUE

EXHIBIT  
**A**

SHEET 1 OF 1

**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

## **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

## **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit [www.up.com/CBUD](http://www.up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor



determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at [www.up.com/up-pat](http://www.up.com/up-pat). This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

## **Section 8. INDEMNITY.**

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

**CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.**

**D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.**

**E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.**

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence



and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

# EXHIBIT C

**Material and Force Account Estimate**  
**SGVCOG**

Estimate Number: 146808      Version: 1

Standard Rates:      Labor Additive = 252.18%

Estimate Good Until 12/21/24

Location: LOS ANGELES SUB, NO 1, 8.28-8.32

Description of Work: 811075N S Greenwood Ave Montebello CA 8.3 Los Angeles Sub

Prepared For: SGVCOG

Buy America: Yes

| COMMENTS                     | FACILITY | Description                                    | QTY | UOM | UCST      | LABOR    | MATERIAL | TOTAL   | UP %0 | Agcy %100 |
|------------------------------|----------|------------------------------------------------|-----|-----|-----------|----------|----------|---------|-------|-----------|
| ENGINEERING                  |          |                                                |     |     |           |          |          |         |       |           |
|                              |          | Engineering                                    | 1   | LS  | 61,619.00 | 61,619   | 0        | 61,619  | 0     | 61,619    |
|                              |          | Bill Prep Fee - Track Surface RECOLLECT        | 1   | LS  | 900.00    | 0        | 900      | 900     | 0     | 900       |
|                              |          | Homeline Freight - Track Surface RECOLLECT     | 1   | LS  | 900.00    | 0        | 900      | 900     | 0     | 900       |
|                              |          | Foreign Line Freight - Track Surface RECOLLECT | 1   | LS  | 2,820.08  | 0        | 2,820    | 2,820   | 0     | 2,820     |
| Sub-Total =                  |          |                                                |     |     |           | 61,619   | 4,620    | 66,239  | 0     | 66,239    |
| TRACK CONSTRUCTION - COMPANY |          |                                                |     |     |           |          |          |         |       |           |
|                              |          | Mobilization: Company                          | 1   | DA  | 11,450.00 | 11,450   | 0        | 11,450  | 0     | 11,450    |
|                              | RDXING   | RDXING 136# CON10W PP PAN COMPLETE             | 208 | TF  | 1,011.63  | 120,772  | 89,648   | 210,420 | 0     | 210,420   |
|                              | TRACK    | 136# CWRIS0 24-8'6" PPHWD N 16 TP              | 112 | TF  | 706.55    | 54,579   | 24,555   | 79,134  | 0     | 79,134    |
| Sub-Total =                  |          |                                                |     |     |           | 186,801  | 114,203  | 301,004 | 0     | 301,004   |
| TRACK REMOVAL - COMPANY      |          |                                                |     |     |           |          |          |         |       |           |
|                              | RDXING   | Remove road crossing - concrete                | 208 | TF  | 108.89    | 22,650   | 0        | 22,650  | 0     | 22,650    |
|                              | TRACK    | Remove Track                                   | 112 | TF  | 42.27     | 4,735    | 0        | 4,735   | 0     | 4,735     |
| Sub-Total =                  |          |                                                |     |     |           | 27,384   | 0        | 27,384  | 0     | 27,384    |
| EQUIPMENT RENTAL             |          |                                                |     |     |           |          |          |         |       |           |
|                              |          | Equipment Rental                               | 1   | LS  | 25,000.00 | 0        | 25,000   | 25,000  | 0     | 25,000    |
| Sub-Total =                  |          |                                                |     |     |           | 0        | 25,000   | 25,000  | 0     | 25,000    |
| Total Wgt. in Tons = 876     |          |                                                |     |     |           | Totals = |          |         |       |           |
|                              |          |                                                |     |     |           | 275,804  | 143,823  | 419,627 | 0     | 419,627   |

Grand Total = \$419,627

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, SGVCOG will pay actual construction costs at the current rates effective thereof.

orce Account Estimate

Estimate Creation Date: 10/17/2024      Number: 151490      Version: 1

Estimate Good Until 10/17/25

Location: LOS ANGELES SUB, NO 1, 2.85-10.73  
Buy America: Yes

Description of Work: MONTEBELLO, CA - SOUTH GREENWOOD AVE - MP.8.30 - LOS ANGELES SUB - DOT# 811075N - WO# 72859 - PID# 105002 - 100% RECOLLECTABLE

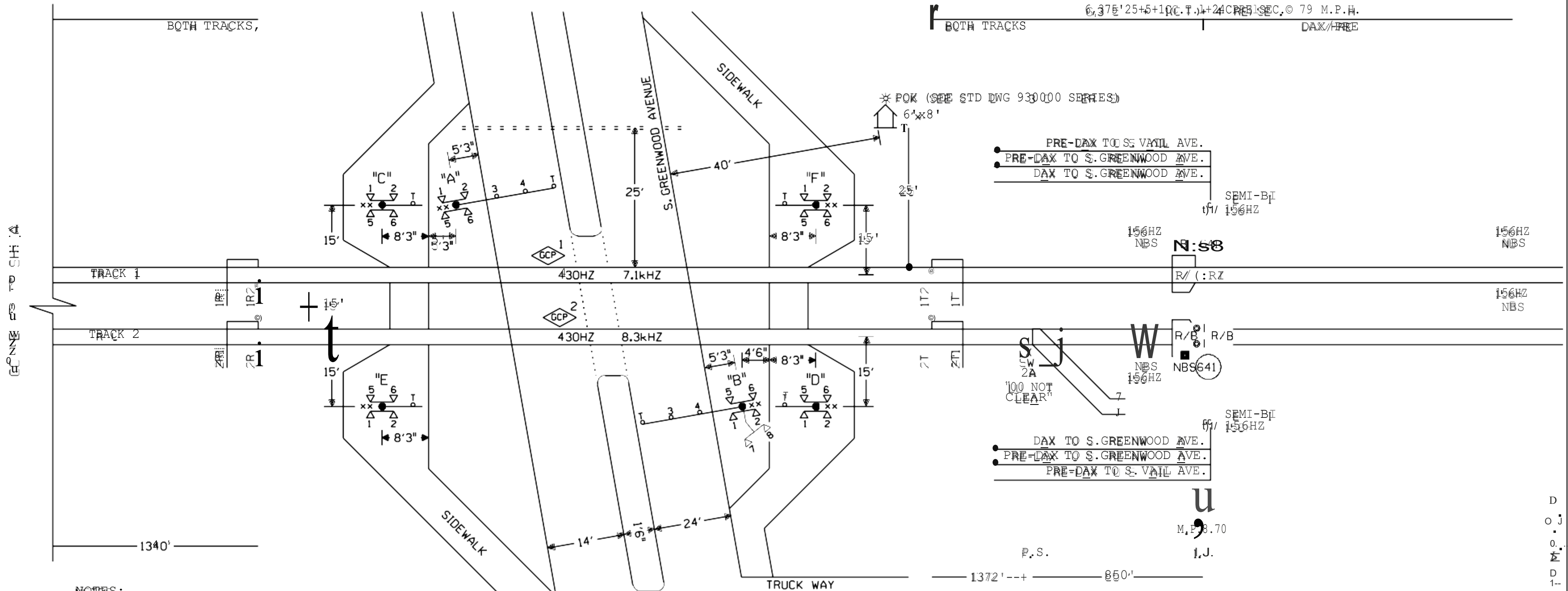
| COMMENTS                    | Description                                     | QTY | UOM | Unit Cost  | LABOR   | MATERIAL | TOTAL     |
|-----------------------------|-------------------------------------------------|-----|-----|------------|---------|----------|-----------|
| SIGNAL                      |                                                 |     |     |            |         |          |           |
|                             | Gang Day - 5 Man                                | 2   | EA  | 7,500.00   | 15,000  | 0        | 15,000    |
|                             | Xing - 2 Trk CWE w/Gates                        | 1   | EA  | 152,876.00 | 48,800  | 104,076  | 152,876   |
|                             | Xing - Flagging                                 | 1   | LS  | 20,000.00  | 0       | 20,000   | 20,000    |
| 10% LABOR CONTINGENCY       | Xing - Misc.                                    | 1   | LS  | 36,503.00  | 36,503  | 0        | 36,503    |
|                             | Xing - Pedestrian Gates (pair)                  | 2   | EA  | 57,283.00  | 44,786  | 69,780   | 114,566   |
|                             | Xing - Preemption Circuit (Existing Location)   | 1   | LS  | 7,726.00   | 4,800   | 2,926    | 7,726     |
|                             | Xing - Remove Location                          | 2   | LS  | 2,000.00   | 4,000   | 0        | 4,000     |
|                             | Xing - Sidelight                                | 1   | EA  | 907.00     | 0       | 907      | 907       |
|                             | Xing - Track Card (Main and Stand-by) New Cable | 1   | EA  | 12,889.00  | 6,000   | 6,889    | 12,889    |
| SECURITY FENCING            | Xing - Misc.                                    | 1   | LS  | 14,000.00  | 0       | 14,000   | 14,000    |
|                             | Xing - Engineering Design                       | 1   | LS  | 36,100.00  | 36,100  | 0        | 36,100    |
|                             | Xing - Boring                                   | 1   | LS  | 40,000.00  | 0       | 40,000   | 40,000    |
|                             | Xing - Contract Services for Preempt Cutover    | 1   | LS  | 30,000.00  | 0       | 30,000   | 30,000    |
|                             | Xing - Fill/Rock/Gravel                         | 1   | LS  | 3,000.00   | 0       | 3,000    | 3,000     |
| FEDERAL W/ OVERHEAD 228.88% | Xing - Labor Additive                           | 1   | LS  | 365,031.00 | 365,031 | 0        | 365,031   |
|                             | Xing - Meter Service                            | 1   | LS  | 5,000.00   | 0       | 5,000    | 5,000     |
| Sub-Total =                 |                                                 |     |     |            | 561,020 | 296,578  | 857,598   |
| Totals =                    |                                                 |     |     |            | 561,020 | 296,578  | 857,598   |
| Grand Total =               |                                                 |     |     |            |         |          | \$857,598 |

This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

# EXHIBIT D

PRIME WARNING TIME=24 SECONDS  
PREEMPT WARNING TIME= 50 SECONDS

TO WEST RIVERSIDE



NOTES:

- Q9= TWISTED WIRE  
INSULATED 1 TWIST PER FT.  
ALL TRACK WIRES 2C.#6
- TRANSMITTER AND RECEIVER LEADS  
TO BE SEPARATED BY AT LEAST 12" IN TRENCH,  
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S  
RECOMMENDATION.
- TOP OF FOUNDATION TO BE AT SAME ELEVATION  
AS THE SURFACE OF THE TRAVELED WAY & NO  
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNGALOW WIRING TO BE #16 AWG FLEX  
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND  
WIRE TO BE #6 AWG FLEX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".  
REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD  
FOR 240V TO 240V IS PROVIDED AS WELL  
AS A 120V TO 240V ADAPTER.
- SEE 930000-SERIES STANDARD DRAWINGS  
FOR SMART RECTIFIER/BOOK WMS CIRCUITS  
AS APPLICABLE.
- ALL LIGHTS TO BE 12" ROUND ELS.
- = = = 4"X 30' CONDUIT
- LIGHTS: LED LIGHTS
- \*\* = BELL

TRK 1 ISLAND DISTANCE 179' MINIMUM 120' REQUIRED  
TRK 2 ISLAND DISTANCE 179' MINIMUM 120' REQUIRED  
PREFERRED ISLAND WIRE CONNECTIONS  
ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES  
TO BE VERIFIED BY FIELD

W(S) ← 0 → → E(N)

MATERIAL NOTES: DELETED UPON "A"

Vx 6x8 ALUMINUM CABIN  
U.P. PART #520-0185

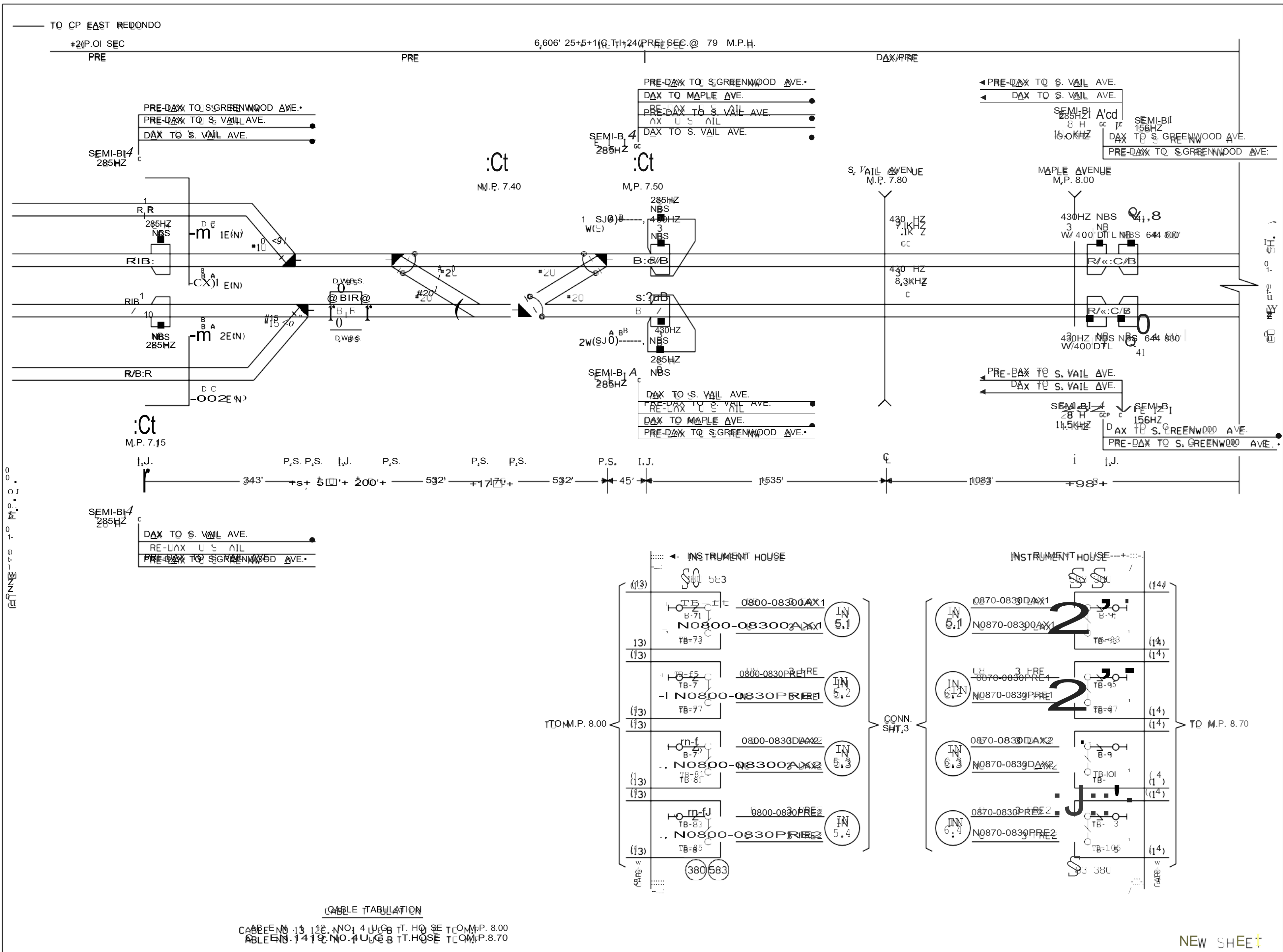
CONSTRUCTION NOTES:

- ORDER & INSTALL TAB 925 POK LIGHT PER STANDARD  
DRAWING 935582UP.
- THIS PROJECT WILL BE INSTALLED IN CONJUNCTION  
WITH PROJECTS LOCATED AT S. VAIL AVENUE  
(WO 72858) & MAPLE AVENUE (WO 72862).
- INSTALL A SEC URITY FENCE AROUND THE NEW CABIN
- POWER WIRES TO GATE "E" WILL NEED TO BE TWO  
#6 WIRES EACH FOR CABLE LENGTH OVER 120'.

11 SHEET

|                                                                                                                                                                                                                                |                                                                                                                                                                  |                                                                                                               |                                                        |                                                                                                                                                                    |                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| ALL DESIGNED BY 01/24/24<br>DESIGNED BY: J. GATES, CIVIL ENGINEER<br>CHECKED BY: J. GATES, CIVIL ENGINEER<br>PREPARED BY: J. GATES, CIVIL ENGINEER<br>DATE: 01/24/24<br>PROJECT: S. GREENWOOD AVENUE<br>M.P. 8.30<br>SHEET: 11 | MODIFICATION LEVEL<br>O.A. LAST LEVEL CHECKED<br>O. L.C. CHECKED<br>LAST LEVEL MODIFIED<br>LAST LEVEL BY DESIGNER<br>CHANGED FROM TYPICAL?<br>REVISIONS: 1/01/24 | CIRCUIT<br>MODIFICATIONS<br>ARE NOT TO BE<br>MADE WITHOUT<br>AUTHORITY FROM<br>THE OFFICE OF<br>SIGNAL DESIGN | DATE: 01/24/24<br>DES: OLS<br>CHK: JAP<br>A.F.E. 72859 | UNION PACIFIC RAILROAD<br>MONTEBELLO, CALIFORNIA<br>S. GREENWOOD AVENUE<br>LOS ANGELES SUBDIVISION<br>Office of Signal Engineering - Signal/TED<br>Omaha, Nebraska | SH. 1<br>DOT 811075N<br>M.P. 8.30<br>15' 0.00 X<br>10 0965 3 .1X |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|

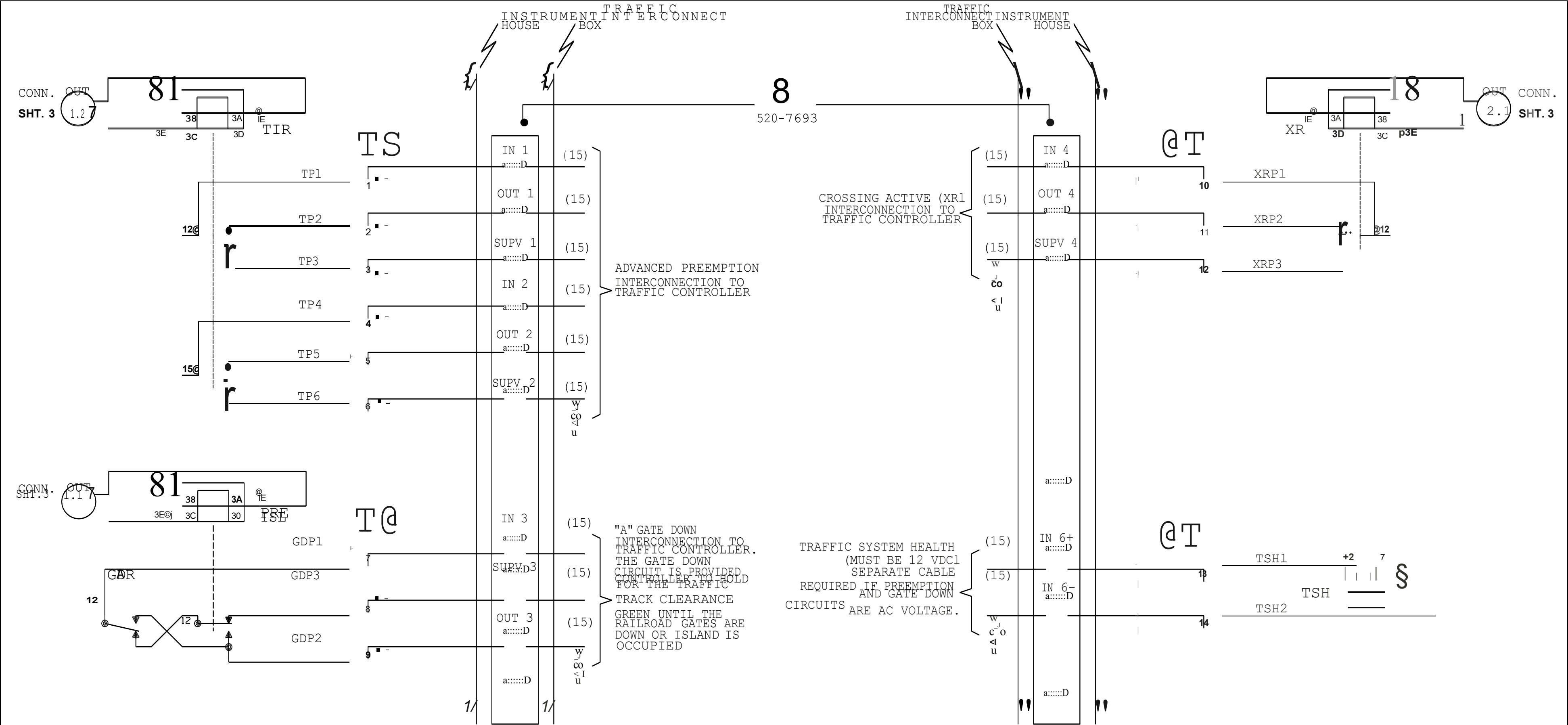




|                                                                                                                                                     |                                |                             |    |                                                                                   |                |                                                                                                                                                                          |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------|----|-----------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <div>ALL S. P. E. D<br/>GATES, ADARCEL<br/>PREEMPTION AND LWT<br/>AT S. GREENWOOD AVE.<br/>M-8,30<br/>W-172859<br/>JAP<br/>1 10 S. ANN<br/>15</div> | Design: 1724/24                | MODIFICATION LEVEL          |    | CIRCUIT                                                                           | DATE: 01/24/24 | UNION PACIFIC RAILROAD<br><br>MONTEBELLO, CALIFORNIA<br>S. GREENWOOD AVENUE<br>LOS ANGELES SUBDIVISION<br><br>Office of Sr AYP Engineering - Signal Tech Omaha, Nebraska | SH. 1A          |
|                                                                                                                                                     | <div>1 S. ANN<br/>15</div>     | O.A. LAST LEVEL CHECKED     | OW | ARE NOT TO BE<br>MADE WITHOUT<br>AUTHORITY FROM<br>THE OFFICE OF<br>SIGNAL DESIGN | DES: OLS       |                                                                                                                                                                          | DGT 846975N     |
|                                                                                                                                                     |                                | G. L.F. CHECKED             | W  |                                                                                   | EHK: JAP       |                                                                                                                                                                          | M.P. 8.30       |
|                                                                                                                                                     |                                | LAST LEVEL MOD THIS TYPICAL | W  |                                                                                   | A.F.E. 72859   |                                                                                                                                                                          | ID# 0965830 JAX |
|                                                                                                                                                     | LAST LEVEL BY DESIGNER         | OW                          |    |                                                                                   |                |                                                                                                                                                                          |                 |
|                                                                                                                                                     | CHANGED FROM TYPICAL?          | Y                           |    |                                                                                   |                |                                                                                                                                                                          |                 |
|                                                                                                                                                     | REF 05/16/23 3 4K 21KUSTYB. 4% |                             |    |                                                                                   |                |                                                                                                                                                                          |                 |

0

0



CABLE TABULATION

CABLE NO. 15 U.G.B.T.HOUSE TO TRAFFIC CONTROLLER

Ne'.W 5HEET

|  |  |  |  |  |                                                                                                 |                             |                    |              |                                                                                                               |                 |                                                                                                                                                     |        |
|--|--|--|--|--|-------------------------------------------------------------------------------------------------|-----------------------------|--------------------|--------------|---------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|  |  |  |  |  |                                                                                                 | Designed: 1124124           | MODIFICATION LEVEL |              | CIRCUIT<br>MODIFICATIONS<br>ARE NOT TO BE<br>MADE WITHOUT<br>AUTHORITY FROM<br>THE OFFICE OF<br>SIGNAL DESIGN | DATE: 01/24/24  | UNION PACIFIC RAILROAD<br><br>MONTEBELLO, CALIFORNIA<br>S.GREENWOOD AVENUE<br>LOS ANGELES SUBDIVISION<br><br>Office of Sr. AVP Engineering - Signal | SH. 1B |
|  |  |  |  |  | INSTALL GAJES,PED<br>GATES, ADVANCED<br>PREEMPTION AND CWT<br>AJ S. GREENWOOD AVE.<br>M.P. 8.30 | 0. A. LAST LEVEL CHECKED    | OW                 | DES: DLS     |                                                                                                               | DDT 811075N     |                                                                                                                                                     |        |
|  |  |  |  |  | Rec-1 IS: W072859 JAP                                                                           | LAST LEVEL MOO THIS TYPICAL | OW                 | CHK: JAP     |                                                                                                               | M.P. 8.30       |                                                                                                                                                     |        |
|  |  |  |  |  | CHANGED FROM TYPICAL?<br>4K PREET, FT. 1AX                                                      | LAST LEVEL BY DESIGNER      | OW                 | A.F.E. 72859 |                                                                                                               | IO= 0965830.IBX |                                                                                                                                                     |        |

# EXHIBIT E



FOR PID # 1050002

BY THE UNION PACIFIC RAILROAD

|             |                     |
|-------------|---------------------|
| STREET      | SOUTH GREENWOOD AVE |
| TOWN        | MONTEBELLO          |
| MILEPOST    | 8.3                 |
| SUBDIVISION | LOS ANGELES         |
| AAR/DOT NO. | 811075N             |
| WORK ORDER# | 72859               |

| DESCRIPTION                                             | VALUE | QUANTITY | UNITS    |
|---------------------------------------------------------|-------|----------|----------|
| NON-CODED TRK. CIRCUIT<br>(Standalone AFTAC or Ring 10) | 2     | 0        | 0        |
| SUPERIMPOSED CIRCUIT(AFTAC) /<br>DETECTION LOOP         | 2     | 0        | 0        |
| HIGHWAY GRADE CROSSING SIGNAL<br>(FRONT LIGHTS)         | 2     | 12       | 24       |
| ADDITIONAL PAIR OF LIGHTS<br>(OTHER THAN FRONT LIGHTS)  | 1     | 14       | 14       |
| GATE MECHANISM, AUTOMATIC<br>WITH ARM UP TO 26 FT       | 8     | 6        | 48       |
| GATE MECHANISM, AUTOMATIC<br>WITH ARM OVER 26 FT        | 10    | 0        | 0        |
| GCP/HXP (constant warning device, per track circuit)    | 15    | 2        | 30       |
| EXIT GATE MANAGEMENT SYSTEM RACK*                       | 10    | 0        | 0        |
| MOVEMENT DETECTOR (PMD)                                 | 6     | 0        | 0        |
| MOVEMENT DETECTOR (STANDBY UNIT)                        | 3     | 0        | 0        |
| RADIO DATA LINK, PER UNIT                               | 1     | 0        | 0        |
| PREEMPTION CIRCUIT                                      | 2     | 0        | 0        |
| DATA RECORDER                                           | 1     | 0        | 0        |
| REMOTE MONITORING DEVICE (SEAR, ETC)*                   | 2     | 1        | 2        |
| BONDED RAIL JOINTS (per mile, each rail, single bonded) | 1     | 0        | 0        |
| BATTERY AND CHARGER (per set)                           | 1     | 2        | 2        |
| TOTAL UNIT COUNT                                        |       |          | 120      |
| PAVEMENT RESTORATION COSTS                              |       |          | (Actual) |
| Annual Maintenance Cost at \$278.25/Unit                |       |          | \$33,390 |

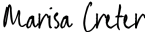
\*UP supplied Unit Value

Certificate Of Completion

|                                                                                                             |               |                          |
|-------------------------------------------------------------------------------------------------------------|---------------|--------------------------|
| Envelope Id: 366194E77E5B408B9036BC0B8FA53357                                                               |               | Status: Completed        |
| Subject: Complete with DocuSign: 0650290 Public Highway At Grade Signal Surface (South Greenwood Ave) DO... |               |                          |
| Source Envelope:                                                                                            |               |                          |
| Document Pages: 40                                                                                          | Signatures: 1 | Envelope Originator:     |
| Certificate Pages: 2                                                                                        | Initials: 0   | Esmeralda Yzguerra       |
| AutoNav: Enabled                                                                                            |               | 1333 S. Mayflower Avenue |
| Envelope Stamping: Enabled                                                                                  |               | Suite 360                |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                                                           |               | Monrovia, CA 91016       |
|                                                                                                             |               | eyzguerra@sgvcog.org     |
|                                                                                                             |               | IP Address: 47.176.246.3 |

Record Tracking

|                       |                            |                    |
|-----------------------|----------------------------|--------------------|
| Status: Original      | Holder: Esmeralda Yzguerra | Location: DocuSign |
| 10/24/2024 9:00:56 AM | eyzguerra@sgvcog.org       |                    |

| Signer Events                                                                                                                                                  | Signature                                                                                                                                                         | Timestamp                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Marisa Creter<br>MCreter@SGVCOG.org<br>Executive Director<br>San Gabriel Valley Council of Governments<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 45.48.243.50 | Sent: 10/24/2024 9:05:59 AM<br>Viewed: 10/24/2024 9:10:32 AM<br>Signed: 10/24/2024 9:10:36 AM |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|                                                                                                                                                                       |                   |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------|
| Esmeralda Yzguerra<br>eyzguerra@sgvcog.org<br>Management Analyst<br>San Gabriel Valley Council of Governments<br>Security Level: Email, Account Authentication (None) | <div>COPIED</div> | Sent: 10/24/2024 9:10:38 AM |
| Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign                                                                                               |                   |                             |

|                                                                                                                         |                   |                             |
|-------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------|
| Carrie Inciong<br>cinciong@sgvcog.org<br>Senior Project Manager<br>Security Level: Email, Account Authentication (None) | <div>COPIED</div> | Sent: 10/24/2024 9:10:39 AM |
| Electronic Record and Signature Disclosure:<br>Not Offered via DocuSign                                                 |                   |                             |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events           | Signature        | Timestamp             |
|-------------------------|------------------|-----------------------|
| Envelope Summary Events | Status           | Timestamps            |
| Envelope Sent           | Hashed/Encrypted | 10/24/2024 9:05:59 AM |
| Certified Delivered     | Security Checked | 10/24/2024 9:10:32 AM |
| Signing Complete        | Security Checked | 10/24/2024 9:10:36 AM |
| Completed               | Security Checked | 10/24/2024 9:10:39 AM |
| Payment Events          | Status           | Timestamps            |



**CITY OF MONTEBELLO**

**PROFESSIONAL SERVICES AGREEMENT NO. 4261  
WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS & UNION PACIFIC  
COMPANY**



# **MAPLE AVENUE GRADE CROSSING CONSTRUCTION, OPERATION AND MAINTENANCE STANDARD FORM AGREEMENT**

THIS AGREEMENT, made this 5<sup>TH</sup> day of DECEMBER, 2024, is by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, hereinafter termed the "**UNION PACIFIC**", the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**, a joint powers authority of the State of California, hereinafter termed "**SGVCOG**", the **CITY OF MONTEBELLO**, a political subdivision of the State of California, hereinafter termed the "**LOCAL AGENCY**" in furtherance of the ALAMEDA CORRIDOR – EAST PROJECT.

## **R E C I T A L S**

**UNION PACIFIC** is a railroad corporation operating throughout the State of California and is engaged in local freight train movements over its Los Angeles Subdivision and Alhambra Subdivision main lines in the San Gabriel Valley area of Los Angeles County. **SGVCOG** was tasked with overseeing the Alameda Corridor - East Project (the "Project"), which includes improvement of at-grade street, road and highway crossings of **UNION PACIFIC's** main lines in the valley. The **LOCAL AGENCY** has primary responsibility for the operation and maintenance of streets and roads within its jurisdictional limits, including the Maple Avenue at-grade crossing of one of the **UNION PACIFIC** main lines identified by the California Public Utilities Commission ("CPUC") by Crossing No. 003 – 8.0 (Los Angeles Subdivision) and DOT No. 811076V.

The **LOCAL AGENCY** and **SGVCOG** desire to undertake improvements to the designated grade crossing (the “Improvements”) as shown in attached **Exhibit A**. **SGVCOG** has already executed an agreement with the **LOCAL AGENCY** authorizing **SGVCOG** to obtain approvals and permits from **UNION PACIFIC** on the **LOCAL AGENCY’s** behalf for design and construction of the Improvements within the **LOCAL AGENCY’s** jurisdiction. That agreement allows the **LOCAL AGENCY** and **SGVCOG** to jointly negotiate an agreement with **UNION PACIFIC** for construction, operation and maintenance of the Improvements. **SGVCOG** (by virtue of an internal reorganization completed in January 2018) has succeeded to all contracts entered into by its former administrative subsidiary known as the Alameda Corridor – East Construction Authority, including but not limited to that certain Master Agreement Construction, Operation and Maintenance of Highway - Railroad Underpass, dated December 4, 2001 (the "Master Agreement") entered into with **UNION PACIFIC** for construction, operation and maintenance of all Project Improvements.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

[illegible]

## **AGREEMENT**

### ARTICLE 1. GRANT OF RIGHT

1.01 Grant of right to construct and maintain Improvements: In consideration of **SGVCOG's** and **LOCAL AGENCY's** agreement to perform and abide by the covenants, terms and conditions of this Agreement, including **Exhibits A, A-1, B, C, D, and E** which are attached hereto and hereby made a part hereof, and in consideration of the sum of **One Hundred Eighteen Thousand, Nine Hundred Eighty Dollars (\$118,980.00)** to be paid solely by the **SGVCOG** to **UNION PACIFIC** upon the execution and delivery of this Agreement, and in further consideration of the **SGVCOG** and the **LOCAL AGENCY's** agreement to perform and comply with the terms of this Agreement, **UNION PACIFIC** hereby grants to **SGVCOG**, and to the **LOCAL AGENCY** to the extent necessary, the right to construct, operate, maintain, repair, rehabilitate and replace the Improvements shown in **Exhibit A-1** (the "Crossing Area").

1.02 Grant of Right-of-Way: Where the Improvements include Project Elements such as new sidewalks or street widening that require the permanent use of additional **UNION PACIFIC** property outside existing dedicated roadway encroachments, such additional property is shown in attached **Exhibit A-1**.

1.03 Interpretation of Exhibits B: The term "Political Body" as used in **Exhibit B** shall be construed to mean both **SGVCOG** and the **LOCAL AGENCY**, collectively, except as the one is distinguished from the other within this Agreement. If there is a conflict between terms of this Agreement and **Exhibit B**, this Agreement shall take precedence.

### ARTICLE 2. CONSTRUCTION - WORK TO BE PERFORMED BY UNION PACIFIC

2.01 Work to be performed by UNION PACIFIC: **UNION PACIFIC** shall perform the railroad work to the extent identified as UPRR work on **Exhibit A** or described in **Exhibit C** at the sole cost and expense of **SGVCOG**. **UNION PACIFIC** shall make any and all changes, alterations or relocations, whether temporary or permanent, and may provide flagging using **UNION PACIFIC** personnel or approved third party

flagging services and other protective services and devices, which in **UNION PACIFIC's** judgment may be or may become necessary or expedient because of the Improvements. Such work shall include, without limitation: (1) rearrangement, renewal and replacement of automatic grade crossing warning devices, train detection constant warning time devices and track circuits, and any railroad related signal and railroad communications facilities, and; (2) installation of manufactured grade crossing surface panels, crosstie and track hardware changeout as may be necessary for the Improvement as shown in greater detail in **Exhibit A** and on final plans submitted by **SGVCOG** and approved by **UNION PACIFIC**. The estimated costs of **UNION PACIFIC's** work are shown in **Exhibit C** and said costs have been estimated using and will be billed in accordance with all applicable Federal regulatory requirements. All of **UNION PACIFIC's** costs incurred in performing such work as detailed in this section shall be reimbursed by **SGVCOG**.

#### ARTICLE 3. CONSTRUCTION - WORK TO BE PERFORMED BY SGVCOG

301 Work to be performed by **SGVCOG**: **SGVCOG**, at **SGVCOG's** sole cost and expense, shall do all work described in **UNION PACIFIC's** 100% approved plans for the Improvements, and as shown in **Exhibit A** including site preparation; construction of pavement, sidewalk, drainage structures, curb and gutter; installation of traffic control striping, signage, signals, signal controllers; and design and initial programming of traffic signal controllers, except for the work **UNION PACIFIC** herein agrees to do as shown in Section 2.01 above, as shown on **Exhibit A** or described on **Exhibit C**. If **SGVCOG** or it's contractor needs to bring any borrowed material onto the job site to accomplish such grading and embankment work, the borrowed material shall be first tested by **SGVCOG** or it's contractor, at **SGVCOG's** sole expense, to determine if the borrowed material is acceptable to **UNION PACIFIC** including, without limitation, ensuring (1) that the borrowed material meets specifications and standards provided by **UNION PACIFIC** to **SGVCOG** and (2) that the borrowed material does not contain any contamination or naturally occurring radiologic material or any other material deemed under any applicable current federal, state or local agency law, statute, rule or regulation to be of environmental concern.

3.02 If work is to be performed by contractor: **SGVCOG** shall require any and all of **SGVCOG's** prime contractors to complete, submit and have executed a **UNION PACIFIC** right-of-entry agreement as shown in **Exhibit B**, prior to prime contractor's entry on to **UNION PACIFIC** property. **SGVCOG** will require its prime contractors to maintain an active and valid right-of-entry permit throughout the entire period of the prime contractors' activity on or occupancy of **UNION PACIFIC** right-of-way. **SGVCOG** will further require that each prime contractor obtain subcontractor acknowledgement that the terms of the right of entry permit apply equally to all subcontractors.

3.03 Insurance: **SGVCOG** shall cause **SGVCOG's** contractors to procure the insurance required pursuant to **Exhibit B** and to provide (and maintain the validity of) certificates of insurance issued by their insurance carriers evidencing such required insurance coverage. The certificates of insurance shall indicate that the insurance policies contain endorsements specifically naming Union Pacific Railroad Company, Southern California Regional Rail Authority and the National Railroad Passenger Corporation as additionally- insured entities with respect to all liabilities arising out of Insured's performance of the work required for construction of the Improvements. **SGVCOG** shall forward copies of such certificates of insurance to be provided hereunder to **UNION PACIFIC** prior to entry onto **UNION PACIFIC** property by the **SGVCOG** contractor required to obtain such insurance pursuant to **Exhibit B**.

#### ARTICLE 4. OPERATION AND MAINTENANCE OF THE IMPROVEMENTS

4.01 By **UNION PACIFIC**: **UNION PACIFIC** shall operate and maintain automatic warning devices at the grade crossings as required under Title 49, Parts 212 and 234 of the Code of Federal Regulations. The maintenance cost of automatic grade crossing warning devices and controls shall be at **LOCAL AGENCY's** sole cost and expense. **UNION PACIFIC** will, at its expense, maintain those portions of the crossing surfaces lying between the rails and two feet outside of the rails, parallel to the track; and roadway pavement between any two tracks 15 feet or less apart.

4.02 By **SGVCOG** and **LOCAL AGENCY**: **SGVCOG** shall operate and maintain any portion of the Improvements, including streetlighting, pavement, sidewalks, curb and gutter, raised medians, and traffic striping and signage within the **UNION PACIFIC** right-of-way other than specified to be maintained by **UNION PACIFIC** in above Section 4.01, until such time as **SGVCOG** transfers and the **LOCAL AGENCY** accepts all such obligations including the ownership, operational and maintenance responsibilities for the Improvements as provided for in the **SGVCOG – LOCAL AGENCY** agreement. Further, **SGVCOG** will operate and maintain traffic signal, traffic signal controllers and controller programming installed or modified as part of the Improvements until such time as **SGVCOG** transfers and the **LOCAL AGENCY** accepts ownership, operational and maintenance responsibilities for these facilities. **SGVCOG** will notify **UNION PACIFIC** in writing when **SGVCOG** transfers and the **LOCAL AGENCY** accepts any operational and maintenance responsibilities under this subsection.

4.03 Railroad Preemption of Traffic Signals - Maintenance of Programming: Where automatic grade crossing warning signals and adjacent traffic signals are electrically interconnected to provide railroad preemption of traffic signal operations, **UNION PACIFIC** and the **LOCAL AGENCY** will post in their respective signal control shelters or cabinets a notice similar to attached **Exhibit D**. The **LOCAL AGENCY** shall maintain any traffic signal - grade crossing signal interconnection conduit and wiring on **UNION PACIFIC's** right-of-way up to **UNION PACIFIC's** signal shelters or cabinets. The **LOCAL AGENCY** shall notify and obtain a right-of-entry from **UNION PACIFIC** prior to maintenance of conduit or wiring on **UNION PACIFIC** property. The **LOCAL AGENCY** will periodically check that the preemption of the traffic signals by the grade crossing warning system is working as designed, in accordance with the railroad preemption recommendations contained in The State of California Department of Transportation's *Traffic Manual*. Before changing traffic light operation or phasing which could affect the duration or phasing of railroad preemption the **LOCAL AGENCY** will notify and consult with **UNION PACIFIC**, and **UNION PACIFIC** will notify and consult with the **LOCAL AGENCY** prior to making any changes in railroad crossing warning signal advance warning time.

## ARTICLE 5. FUTURE RECONSTRUCTION OR ALTERATION OF THE IMPROVEMENTS

### 5.01 Apportionment of future reconstruction or alteration expenses:

(a) Upon Completion of the Improvements, the **LOCAL AGENCY** will be the owner of the facilities constructed by **UNION PACIFIC** under this Agreement, including the highway traffic control devices, and at no cost to **UNION PACIFIC**, will maintain the Improvements in compliance with CPUC General Order No. 72-B. If the crossing closes, the highway traffic control devices will be returned to the **LOCAL AGENCY** or disposed of by **UNION PACIFIC** at **UNION PACIFIC's** sole discretion.

(b) **UNION PACIFIC** will inspect and test the Signal System at the **LOCAL AGENCY's** expense pursuant to the attached **Exhibit E**. **UNION PACIFIC** will perform the work for the end of life replacement via the antiquated equipment program at the **LOCAL AGENCY's** sole expense.

(c) For the purposes of apportioning costs of any future reconstruction or alteration of the grade crossings which are Improvements as defined herein, if the **LOCAL AGENCY** and **UNION PACIFIC** both agree that the road surface, approaches, and/or road crossing panels need to be replaced or repaired, **UNION PACIFIC**, at **UNION PACIFIC's** expense, shall install the road crossing panels between the track tie ends. The **LOCAL AGENCY**, at the **LOCAL AGENCY's** expense, shall replace or repair the road surface outside the track tie ends, including the approaches, and between tracks if there is more than one railroad track across the Crossing Area. If the **LOCAL AGENCY** and **UNION PACIFIC** do not both agree that the road surface, approaches, and/or road crossing panels need to be replaced or repaired, the requesting party shall fund 100%.

(d) If the highway traffic control devices or their appurtenances installed are damaged by highway traffic, the **LOCAL AGENCY** will cooperate with **UNION PACIFIC** in determining the location and identification of the parties responsible for such damage to the extent of making accident records available to **UNION PACIFIC**. If after a diligent effort by **UNION PACIFIC**, documented in writing, the cost to repair or replace the highway traffic control devices proves uncollectible from the person or persons responsible for such damage, the apportionment of the cost to repair or replace the highway traffic control devices will be at the **LOCAL AGENCY's** expense.



(e) Prior to the **LOCAL AGENCY** or its Contractor performing and any subsequent maintenance and repair work within the Crossing Area, the **LOCAL AGENCY** or its Contractor shall adhere to **UNION PACIFIC's** then current maintenance request procedures.

## ARTICLE 6. MUTUAL INDEMNIFICATION AND HOLD HARMLESS CLAUSES

6.01 By **SGVCOG**: Neither **UNION PACIFIC** nor the **LOCAL AGENCY**, nor any of their respective board members, elected officials, shareholders, officers, employees, agents, or contractors shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **SGVCOG** or its prime or subcontractors under or in connection with any work, authority or jurisdiction assigned or delegated to **SGVCOG** under this Agreement. The parties understand and agree that **SGVCOG** shall fully indemnify, defend and hold **UNION PACIFIC** and the **LOCAL AGENCY**, and their respective board members, elected officials, shareholders, officers, employees, agents, and contractors harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of **SGVCOG** or its board, officers, employees, agents, contractors, subcontractors or volunteers under or in connection with any work, authority or jurisdiction assigned or delegated to **SGVCOG** under this Agreement. This indemnity shall survive termination of this Agreement.

6.02 By **UNION PACIFIC**: Neither **SGVCOG** nor the **LOCAL AGENCY**, or any of their respective board members, elected officials, officers, employees, agents, contractors, or volunteers shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of **UNION PACIFIC** under or in connection with any work, authority or jurisdiction assigned or delegated to **UNION PACIFIC** under this Agreement. The parties understand and agree that **UNION PACIFIC** shall fully indemnify, defend and hold **SGVCOG** and the **LOCAL AGENCY**, and their respective board members, elected officials, officers, employees, agents,

contractors, and volunteers harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of **UNION PACIFIC**, or its board, shareholders, officers, employees, agents, or contractors under or in connection with any work, authority or jurisdiction assigned or delegated to **UNION PACIFIC** under this Agreement. This indemnity shall survive termination of this Agreement. The obligations of **UNION PACIFIC** under this subsection 6.02 shall not in any manner apply to or be enforced or invoked by any consultants, prime contractors or subcontractors of **SGVCOG** or the **LOCAL AGENCY**, and the rights and obligations of **UNION PACIFIC** and such entities shall be governed exclusively by the terms of the right of entry agreements executed by such entities in order to gain access to **UNION PACIFIC** property.

6.03. By **LOCAL AGENCY**: Neither **UNION PACIFIC** nor **SGVCOG**, or any of their respective board members, elected officials, shareholders, officers, employees, agents, or contractors shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the **LOCAL AGENCY** under or in connection with any work, authority or jurisdiction assigned or delegated to the **LOCAL AGENCY** under this Agreement. The parties understand and agree that the **LOCAL AGENCY** shall fully indemnify, defend and hold **UNION PACIFIC** and **SGVCOG**, and their respective board members, elected officials, shareholders, officers, employees, agents, and contractors harmless from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the **LOCAL AGENCY**, its elected officials, officers, employees, agents, prime contractors, subcontractors or volunteers under or in connection with any work, authority or jurisdiction assigned or delegated to the **LOCAL AGENCY** under this Agreement. This indemnity shall survive termination of this Agreement.

## ARTICLE 7. TERM

7.01 This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by mutual consent by the parties.

## Article 8. SUCCESSORS AND ASSIGNS

8.01 The covenants and provisions of the foregoing instrument shall be binding upon and inure to the benefit of the successors and assigns of **UNION PACIFIC, SGVCOG** and the **LOCAL AGENCY**.

\*\*\* Signature page to follow \*\*\*

WITNESS WHEREOF the parties hereto have duly executed this agreement the day and year first above written.

CITY OF MONTEBELLO

UNION PACIFIC RAILROAD COMPANY

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

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

Its \_\_\_\_\_

Its \_\_\_\_\_

SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

By: Marisa Cinter

Its Executive Director

## LIST OF EXHIBITS TO BE ATTACHED TO MAPLE AVENUE GRADE CROSSING STANDARD FORM AGREEMENT

Exhibit A: Three (3) 11" x 17" plan sheets prepared by **SGVCOG** showing a general plan view of the Improvements, and any cross-sectional or profile grade line changes of the roadways.

Exhibit A-1: One (1) 11" x 17" plan sheet prepared by SGVCOG showing the Crossing Area.

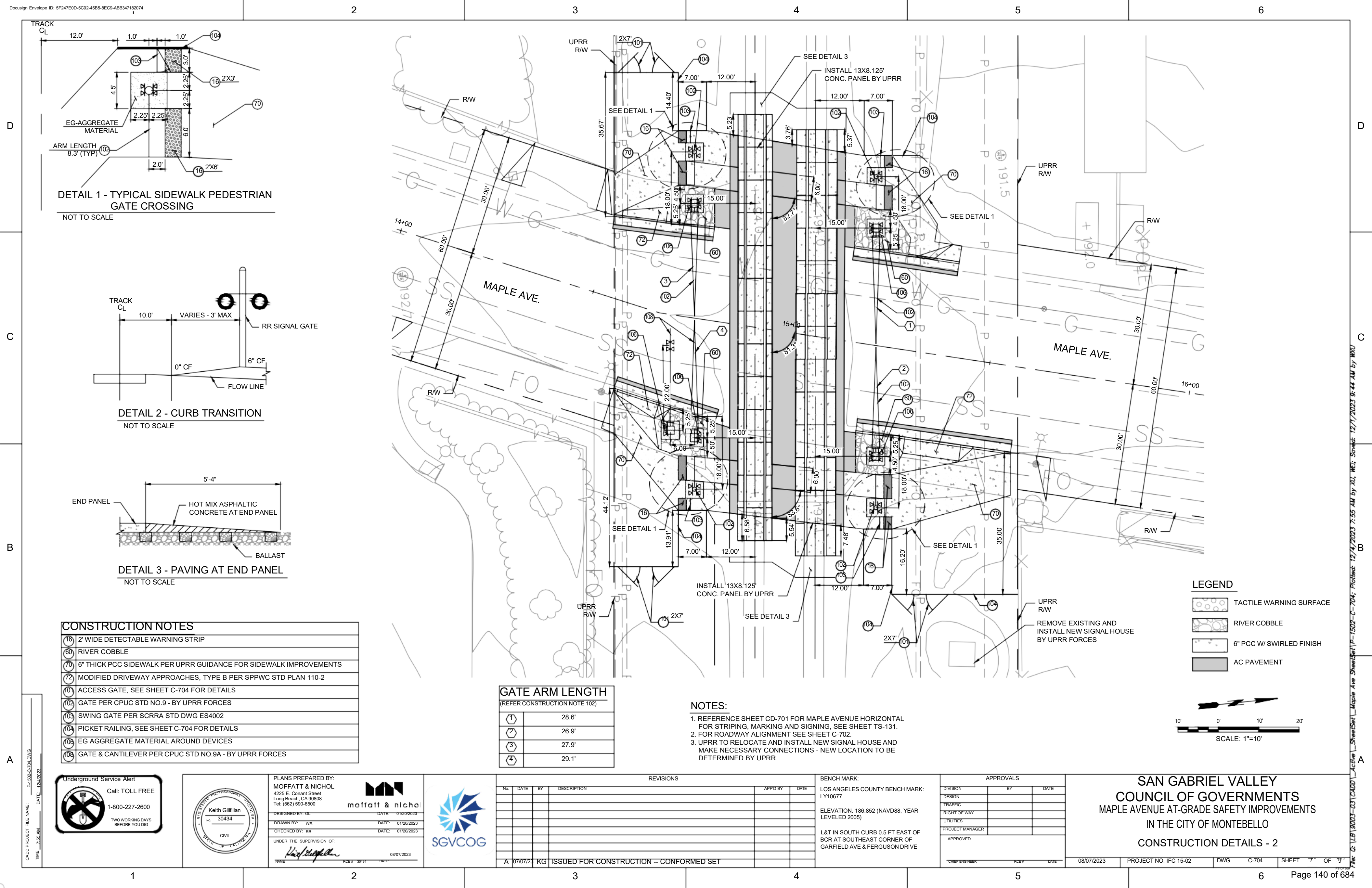
Exhibits B: **UNION PACIFIC's** Current Form of Contractor's Right of Entry.

Exhibit C: **UNION PACIFIC's** estimate of its force account, material and equipment costs for construction of the Improvements.

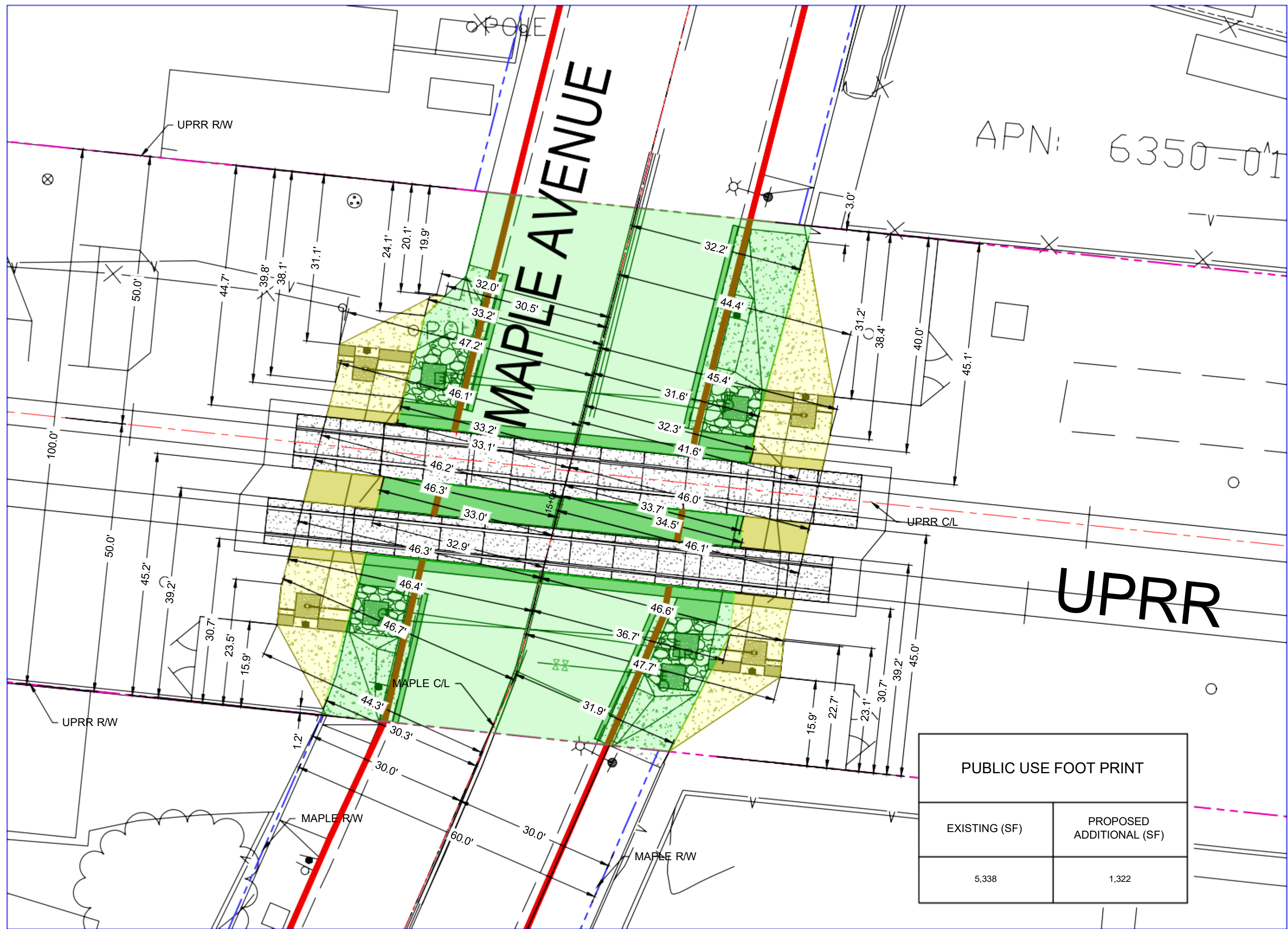
Exhibit D: Automatic grade crossing warning signal - traffic signal interconnection

Exhibit E: The annual signal maintenance fee

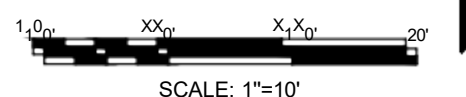
# EXHIBIT A







PLAN - UPRR PUBLIC USE FOOT PRINT  
SCALE: 1" = 10'



MAPLE AVE CROSSING  
DOT NO. 811076V  
8.00 LOS ANGELES SUB

**moffatt & nichol**

DATE:  
01/17/2024



SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
ALAMEDA CORRIDOR - EAST PROJECT  
MONTEBELLO BOULEVARD GRADE SEPARATION  
UPRR PUBLIC USE FOOT PRINT  
MAPLE AVENUE

EXHIBIT  
**A-1**



Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**EXHIBIT B**  
**TO**  
**CROSSING AGREEMENT**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

**RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work relating to \_\_\_\_\_ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost \_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No. \_\_\_\_\_] located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated \_\_\_\_\_ between Railroad and \_\_\_\_\_.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

**AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

**ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

**ARTICLE 2 - RIGHT GRANTED: PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.**

- A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.
- B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

**ARTICLE 6 - TERM: TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.
- B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.
- B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.
- D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

\_\_\_\_\_

Attn: \_\_\_\_\_

Project No. 0660639

#### **ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: [www.up.com/flagging](http://www.up.com/flagging)

#### **ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

#### **ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

#### **ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

#### **ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

Contractor's Right of Entry Public  
Projects Form Approved 02/09/2022

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

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

Name: \_\_\_\_\_

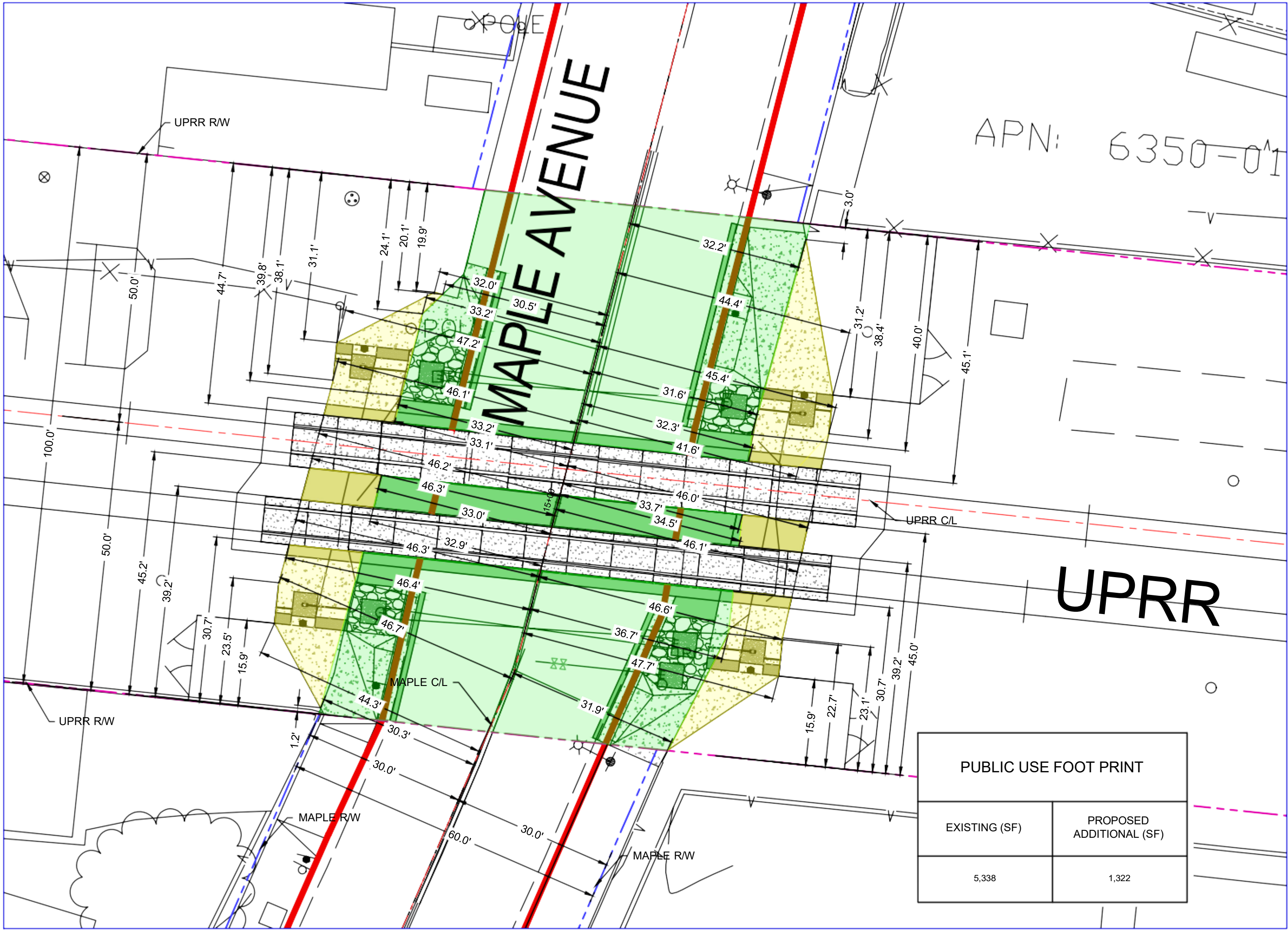
Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.



PLAN - UPRR PUBLIC USE FOOT PRINT  
SCALE: 1" = 10'

MAPLE AVE CROSSING  
DOT NO. 811076V  
8.00 LOS ANGELES SUB



SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS  
ALAMEDA CORRIDOR - EAST PROJECT  
MONTEBELLO BOULEVARD GRADE SEPARATION  
UPRR PUBLIC USE FOOT PRINT  
MAPLE AVENUE

EXHIBIT  
**A**



**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is



paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

## **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

## **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit [www.up.com/CBUD](http://www.up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at [www.up.com/up-pat](http://www.up.com/up-pat). This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

## **Section 8. INDEMNITY.**

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

**CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.**

**D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.**

**E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.**

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



# EXHIBIT C

Material And Force Account Estimate  
SGVCOG

Estimate Number: 146888    Version: 1

Standard Rates:      Labor Additive= 252.18%  

Estimate Good Until 01/02/25

Location: LOS ANGELES SUB, NO 1, 7.98-8.02  
Description of Work 811076V Maple Ave Montebello CA 8 Los Angeles Sub  
Prepared For: SGVCOG  
Buy America: Yes

| COMMENTS                   | FACILITY | Description                                    | QTY | UOM | UCST      | LABOR   | MATERIAL | TOTAL   | UP %0   | Agcy %100 |
|----------------------------|----------|------------------------------------------------|-----|-----|-----------|---------|----------|---------|---------|-----------|
| ENGINEERING                |          |                                                |     |     |           |         |          |         |         |           |
|                            |          | Engineering                                    | 1   | LS  | 61,619.00 | 61,619  | 0        | 61,619  | 0       | 61,619    |
|                            |          | Bill Prep Fee - Track Surface RECOLLECT        | 1   | LS  | 900.00    | 0       | 900      | 900     | 0       | 900       |
|                            |          | Homeline Freight - Track Surface RECOLLECT     | 1   | LS  | 900.00    | 0       | 900      | 900     | 0       | 900       |
|                            |          | Foreign Line Freight - Track Surface RECOLLECT | 1   | LS  | 2,820.14  | 0       | 2,820    | 2,820   | 0       | 2,820     |
| Sub-Total=                 |          |                                                |     |     |           | 61,619  | 4,620    | 66,239  | 0       | 66,239    |
| TRACK CONSTRUCTION-COMPANY |          |                                                |     |     |           |         |          |         |         |           |
|                            |          | Mobilization: Company                          | 1   | DA  | 11,450.00 | 11,450  | 0        | 11,450  | 0       | 11,450    |
|                            | RDXING   | RDXING 136# CONTOW PP PAN COMPLETE             | 208 | TF  | 1,011.64  | 120,772 | 89,650   | 210,422 | 0       | 210,422   |
|                            | TRACK    | 136# CWRISO 24-8'6" PPHWD N 16 TP              | 112 | TF  | 706.56    | 54,579  | 24,556   | 79,135  | 0       | 79,135    |
| Sub-Total=                 |          |                                                |     |     |           | 186,801 | 114,206  | 301,007 | 0       | 301,007   |
| TRACK REMOVAL-COMPANY      |          |                                                |     |     |           |         |          |         |         |           |
|                            | RDXING   | Remove road crossing - concrete                | 208 | TF  | 108.89    | 22,650  | 0        | 22,650  | 0       | 22,650    |
|                            | TRACK    | Remove Track                                   | 112 | TF  | 42.27     | 4,735   | 0        | 4,735   | 0       | 4,735     |
| Sub-Total=                 |          |                                                |     |     |           | 27,384  | 0        | 27,384  | 0       | 27,384    |
| EQUIPMENT RENTAL           |          |                                                |     |     |           |         |          |         |         |           |
|                            |          | Equipment Rental                               | 1   | LS  | 25,000.00 | 0       | 25,000   | 25,000  | 0       | 25,000    |
| Sub-Total=                 |          |                                                |     |     |           | 0       | 25,000   | 25,000  | 0       | 25,000    |
| Total Wgt. in Tons= 876    |          |                                                |     |     |           | Totals= | 275,804  | 143,827 | 419,631 | 0 419,631 |

Grand Total = 

\$419,6311

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, SGVCOG will pay actual construction costs at the current rates effective thereof.

orce Account Estimate

Estimate Creation Date: 05/15/2024      Number: 148548      Version: 1

Estimate Good Until 05/15/25

Location: LOS ANGELES SUB, NO 1, 2.85-10.73  
Buy America: Yes

Description of Work: MONTEBELLO, CA - MAPLE AVE - MP.8.00 - LOS ANGELES SUB - DOT# 811076V  
- WO# 72862 - PID# 131577 100% RECOLLECTABLE

| COMMENTS                      | Description                                     | QTY | UOM | Unit Cost  | LABOR   | MATERIAL | TOTAL   |
|-------------------------------|-------------------------------------------------|-----|-----|------------|---------|----------|---------|
| SIGNAL                        |                                                 |     |     |            |         |          |         |
|                               | Xing - Remove Location (Gates/Cants)            | 1   | LS  | 4,000.00   | 4,000   | 0        | 4,000   |
|                               | Xing - 1 Trk CWE w/Four Quad Gates              | 1   | EA  | 192,474.00 | 67,200  | 125,274  | 192,474 |
|                               | Xing - Cantilever Mast <37' Cant                | 1   | EA  | 23,613.00  | 18,750  | 4,863    | 23,613  |
|                               | Xing - Pedestrian Gates (pair)                  | 2   | EA  | 57,283.00  | 44,786  | 69,780   | 114,566 |
|                               | Xing - Track Card (Main and Stand-by) New Cable | 4   | EA  | 12,889.00  | 24,000  | 27,556   | 51,556  |
|                               | Xing - Island Radar System                      | 1   | LS  | 26,250.00  | 0       | 26,250   | 26,250  |
|                               | Xing - Dax (Modules And 1000' Cable)            | 2   | EA  | 9,732.00   | 10,000  | 9,464    | 19,464  |
|                               | Xing - Dax Cable 1000'                          | 5   | EA  | 6,440.00   | 20,000  | 12,200   | 32,200  |
|                               | Xing - Track Filter/Battery Choke               | 4   | EA  | 240.00     | 0       | 960      | 960     |
|                               | Xing - Semi-Bi Coupler                          | 4   | EA  | 898.00     | 0       | 3,592    | 3,592   |
|                               | Xing - IXS Track Circuit                        | 4   | EA  | 14,951.00  | 22,144  | 37,660   | 59,804  |
|                               | IJ (pair)                                       | 2   | EA  | 23,186.00  | 37,780  | 8,592    | 46,372  |
| SECURITY FENCING              | Xing - Misc.                                    | 1   | LS  | 14,000.00  | 0       | 14,000   | 14,000  |
| FLAGGERS                      | Xing - Misc.                                    | 1   | LS  | 20,000.00  | 0       | 20,000   | 20,000  |
| 10% LABOR CONTINGENCY         | Xing - Misc.                                    | 1   | LS  | 73,397.00  | 73,397  | 0        | 73,397  |
|                               | Gang Day - 5 Man                                | 2   | EA  | 7,500.00   | 15,000  | 0        | 15,000  |
|                               | Xing - Engineering Design                       | 1   | LS  | 57,022.00  | 57,022  | 0        | 57,022  |
|                               | Xing - Boring                                   | 1   | LS  | 40,000.00  | 0       | 40,000   | 40,000  |
|                               | Xing - Fill/Rock/Gravel                         | 1   | LS  | 1,900.00   | 0       | 1,900    | 1,900   |
|                               | Xing - Meter Service                            | 1   | LS  | 5,000.00   | 0       | 5,000    | 5,000   |
| FEDERAL WITH OVERHEAD 228.88% | Xing - Labor Additive                           | 1   | LS  | 733,976.00 | 733,976 | 0        | 733,976 |

Sub-Total =      1,128,055      407,091      1,535,146

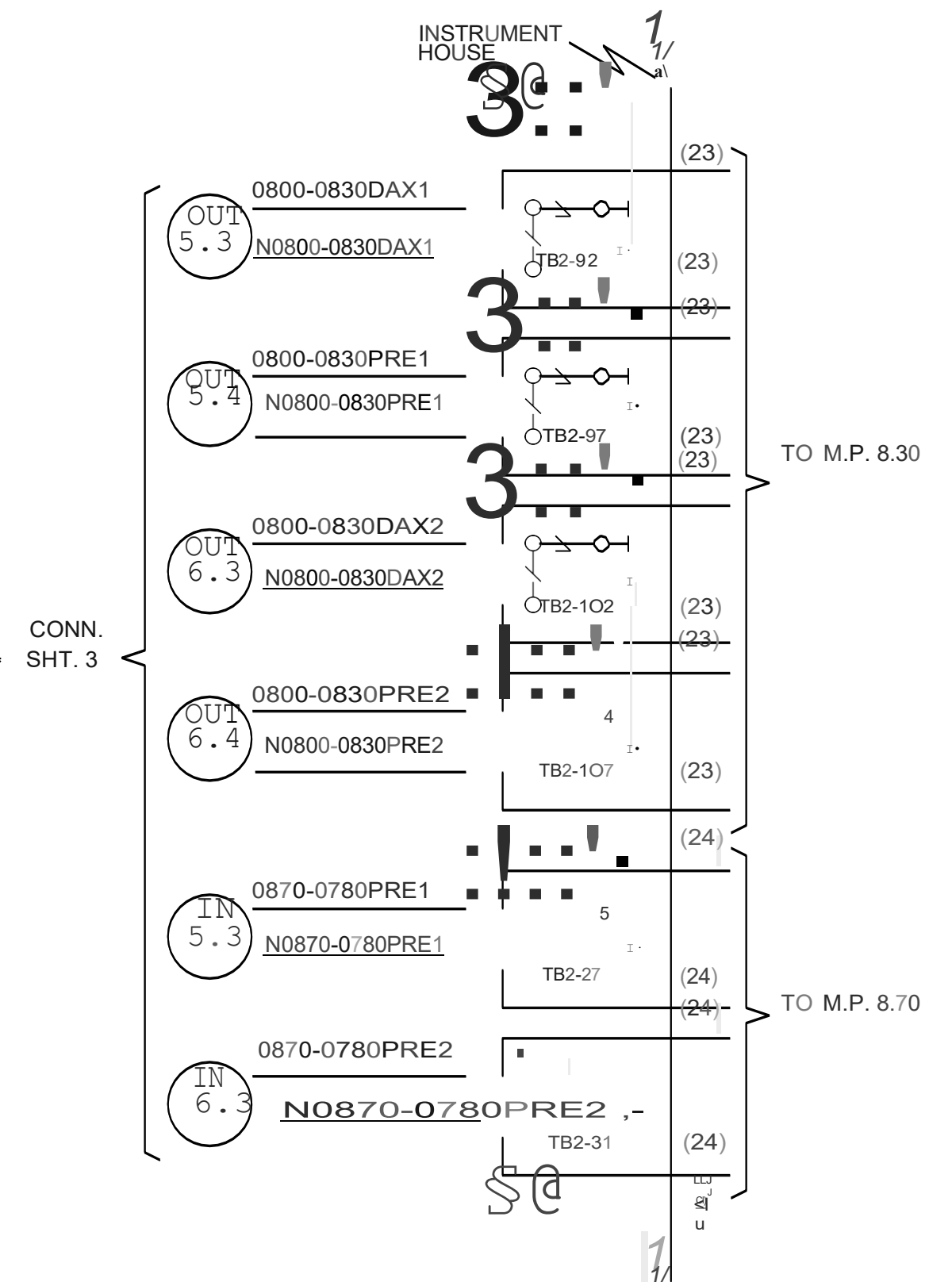
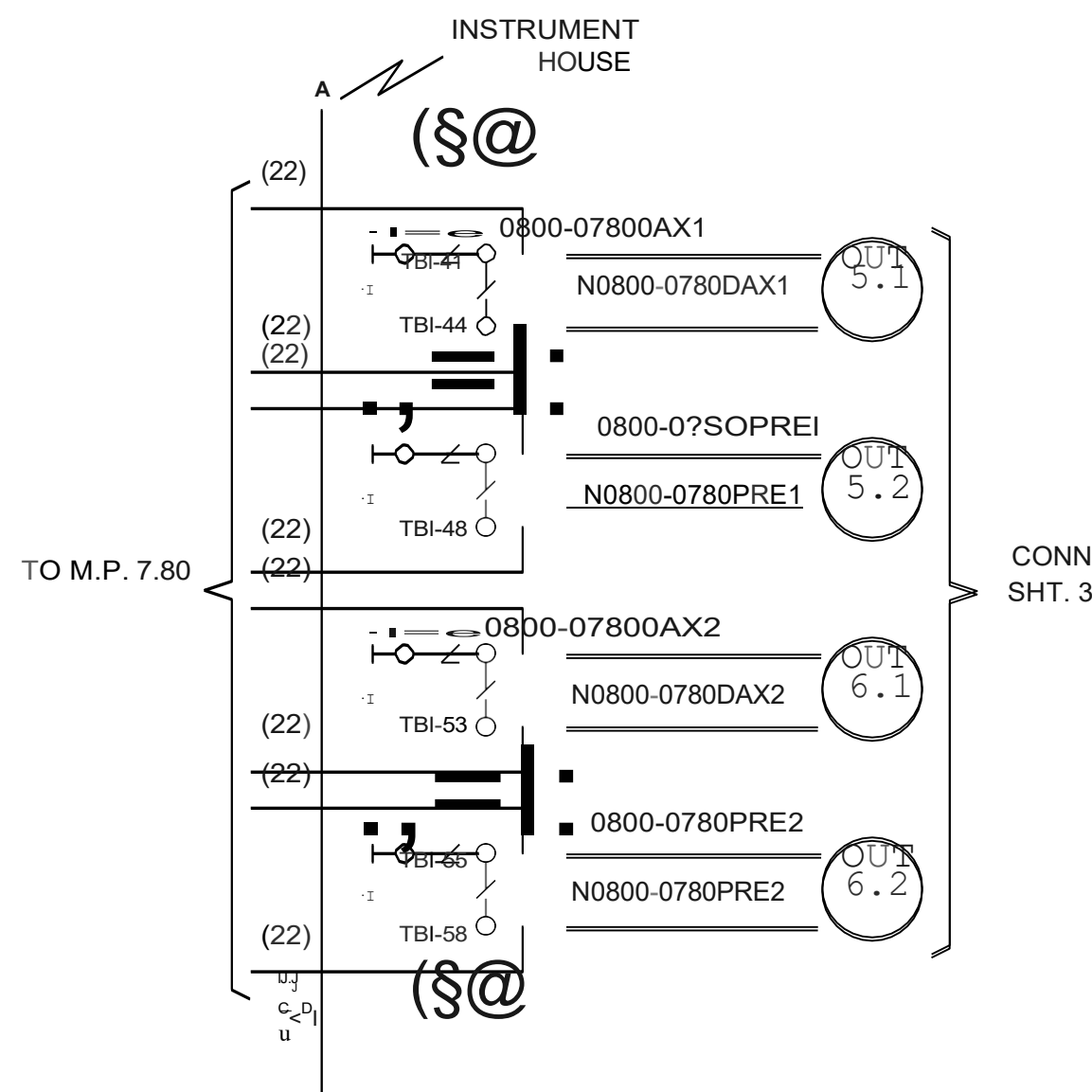
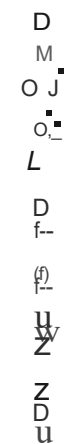
Totals =      1,128,055      407,091      1,535,146

Grand Total =      \$1,535,146

This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. This estimate is not to be used for budget authority.      Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

# EXHIBIT D

Page 160 of 684



|              |             |                |              |
|--------------|-------------|----------------|--------------|
| CABLE NO. 21 | 12C. NO. 14 | U.G.B.T. HOUSE | TO M.P. 7.50 |
| CABLE NO. 22 | 12C. NO. 14 | U.G.B.T. HOUSE | TO M.P. 7.80 |
| CABLE NO. 23 | 12C. NO. 14 | U.G.B.T. HOUSE | TO M.P. 8.30 |
| CABLE NO. 24 | 12C. NO. 14 | U.G.B.T. HOUSE | TO M.P. 8.70 |

CIRCUIT  
MODIFICATIONS  
ARE NOT TO BE  
MADE WITHOUT  
AUTHORITY FROM  
THE OFFICE OF  
SIGNAL DESIGN

**UNION IPACILFIC RAILROAD**  
MONTEBELLO, CALIFORNIA  
MAPLE AVENUE  
LOS ANGELES SUBDIVISION

|      |             |
|------|-------------|
| SH.  | IA          |
| DOT  | 811076V     |
| M.P. | 8.00        |
| ID=  | O965800.IAX |



# EXHIBIT E





FOR PID # 131577  
BY THE UNION PACIFIC RAILROAD

|             |             |
|-------------|-------------|
| STREET      | MAPLE AVE   |
| TOWN        | MONTEBELLO  |
| MILEPOST    | 8           |
| SUBDIVISION | LOS ANGELES |
| AAR/DOT NO. | 811076V     |
| WORK ORDER# | 72862       |

| DESCRIPTION                                             | VALUE | QUANTITY | UNITS    |
|---------------------------------------------------------|-------|----------|----------|
| NON-CODED TRK. CIRCUIT<br>(Standalone AFTAC or Ring 10) | 2     | 0        | 0        |
| SUPERIMPOSED CIRCUIT(AFTAC) /<br>DETECTION LOOP         | 2     | 0        | 0        |
| HIGHWAY GRADE CROSSING SIGNAL<br>(FRONT LIGHTS)         | 2     | 16       | 32       |
| ADDITIONAL PAIR OF LIGHTS<br>(OTHER THAN FRONT LIGHTS)  | 1     | 18       | 18       |
| GATE MECHANISM, AUTOMATIC<br>WITH ARM UP TO 26 FT       | 8     | 8        | 64       |
| GATE MECHANISM, AUTOMATIC<br>WITH ARM OVER 26 FT        | 10    | 0        | 0        |
| GCP/HXP (constant warning device, per track circuit)    | 15    | 4        | 60       |
| EXIT GATE MANAGEMENT SYSTEM RACK*                       | 10    | 0        | 0        |
| MOVEMENT DETECTOR (PMD)                                 | 6     | 0        | 0        |
| MOVEMENT DETECTOR (STANDBY UNIT)                        | 3     | 0        | 0        |
| RADIO DATA LINK, PER UNIT                               | 1     | 0        | 0        |
| PREEMPTION CIRCUIT                                      | 2     | 0        | 0        |
| DATA RECORDER                                           | 1     | 0        | 0        |
| REMOTE MONITORING DEVICE (SEAR, ETC)*                   | 2     | 0        | 0        |
| BONDED RAIL JOINTS (per mile, each rail, single bonded) | 1     | 0        | 0        |
| BATTERY AND CHARGER (per set)                           | 1     | 2        | 2        |
| TOTAL UNIT COUNT                                        |       |          | 176      |
| PAVEMENT RESTORATION COSTS                              |       |          | (Actual) |
| Annual Maintenance Cost at \$278.25/Unit                |       |          | \$48,972 |

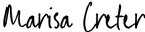
\*UP supplied Unit Value

Certificate Of Completion

|                                                                                                             |               |                          |
|-------------------------------------------------------------------------------------------------------------|---------------|--------------------------|
| Envelope Id: 5F247E0D5C9245B58EC9ABB347182074                                                               |               | Status: Completed        |
| Subject: Complete with DocuSign: 0660639 Public Highway At Grade Signal Surface (Maple Ave) DOT 811076V ... |               |                          |
| Source Envelope:                                                                                            |               |                          |
| Document Pages: 37                                                                                          | Signatures: 1 | Envelope Originator:     |
| Certificate Pages: 2                                                                                        | Initials: 0   | Esmeralda Yzguerra       |
| AutoNav: Enabled                                                                                            |               | 1333 S. Mayflower Avenue |
| Envelope Stamping: Enabled                                                                                  |               | Suite 360                |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                                                           |               | Monrovia, CA 91016       |
|                                                                                                             |               | eyzguerra@sgvcog.org     |
|                                                                                                             |               | IP Address: 47.176.246.3 |

Record Tracking

|                       |                            |                    |
|-----------------------|----------------------------|--------------------|
| Status: Original      | Holder: Esmeralda Yzguerra | Location: DocuSign |
| 10/24/2024 9:08:37 AM | eyzguerra@sgvcog.org       |                    |

| Signer Events                                        | Signature                                                                         | Timestamp                      |
|------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------|
| Marisa Creter                                        |  | Sent: 10/24/2024 9:11:47 AM    |
| MCreter@SGVCOG.org                                   |                                                                                   | Resent: 10/24/2024 10:27:41 AM |
| Executive Director                                   |                                                                                   | Viewed: 10/24/2024 10:28:00 AM |
| San Gabriel Valley Council of Governments            | Signature Adoption: Pre-selected Style                                            | Signed: 10/24/2024 10:28:04 AM |
| Security Level: Email, Account Authentication (None) |                                                                                   |                                |
|                                                      | Using IP Address: 45.48.243.50                                                    |                                |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|                                                      |                   |                              |
|------------------------------------------------------|-------------------|------------------------------|
| Esmeralda Yzguerra                                   | <div>COPIED</div> | Sent: 10/24/2024 10:28:06 AM |
| eyzguerra@sgvcog.org                                 |                   |                              |
| Management Analyst                                   |                   |                              |
| San Gabriel Valley Council of Governments            |                   |                              |
| Security Level: Email, Account Authentication (None) |                   |                              |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

|                                                      |                   |                              |
|------------------------------------------------------|-------------------|------------------------------|
| Carrie Inciong                                       | <div>COPIED</div> | Sent: 10/24/2024 10:28:07 AM |
| cinciong@sgvcog.org                                  |                   |                              |
| Senior Project Manager                               |                   |                              |
| Security Level: Email, Account Authentication (None) |                   |                              |

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events           | Signature        | Timestamp              |
|-------------------------|------------------|------------------------|
| Envelope Summary Events | Status           | Timestamps             |
| Envelope Sent           | Hashed/Encrypted | 10/24/2024 9:11:47 AM  |
| Certified Delivered     | Security Checked | 10/24/2024 10:28:00 AM |
| Signing Complete        | Security Checked | 10/24/2024 10:28:04 AM |
| Completed               | Security Checked | 10/24/2024 10:28:07 AM |
| Payment Events          | Status           | Timestamps             |



**ITEM # 5**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Cesar Roldan, Director of Public Works

**SUBJECT:** **AWARD CONSTRUCTION AGREEMENT NO. 4251 TO HARDY & HARPER, INC. FOR THE FISCAL YEAR 2023-24 SENATE BILL 1 (SB 1) STREET IMPROVEMENT PROJECT (CP 913)**

**DATE:** December 5, 2024

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Award Construction Agreement No. 4251 to Hardy & Harper, Inc. for the Fiscal Year 2023-24 SB 1 Street Improvement Project (CP 913) as the most responsive, responsible bidder for the amount of Two Million, Nine-Hundred Twenty-Six Thousand Dollars (\$2,926,000); and
2. Approve a 10% construction contingency of \$292,600 for any necessary change orders; and
3. Amend the Fiscal Year 2024-25 Capital Improvement Budget by increasing appropriations by \$1,200,000 in Account No. 201-30-330-6040.50 (RMRA, Public Works, Engineering, Contract Services - Street Maintenance); and
4. Authorize the City Clerk's Office to release all-other bidders' bonds; and
5. Authorize the City Manager to execute Agreement No. 4251 and all applicable change orders in good faith; and
6. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

Staff recommends awarding the construction contract to Hardy & Harper, Inc. as the most responsive and responsible bidder for the amount of \$2,926,000. Additionally, a 10%

## SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024

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construction contingency of \$292,600 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life, bringing the total contract amount to \$3,218,600.

The recommended action includes amending the Fiscal Year 2024-25 Capital Improvement Program (CIP) Budget by increasing appropriations by \$1,200,000 in Account No. 201-30-330-6040.50 (RMRA, Public Works, Engineering, Contract Services - Street Maintenance). It is important to note that \$800,000 has already been appropriated in this account for this project as part of the adopted FY 2024-25 budget. This project will also utilize \$1,218,600 from the Proposition C portion of the "Paving the Way" bonds issued in 2019. Appropriations exist in Fund 215 for this project (Account No. 215-99-7117, Proposition C, Improvements Other Than Building - Paving the Way), therefore no budget amendment is needed to utilize the available "Paving the Way" funds.

Additionally, staff requests authorization for the City Manager to execute all contract change orders that are approved and negotiated in good faith by the Director of Public Works and the Construction Manager.

### **BACKGROUND/DISCUSSION:**

On October 9, 2024, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for FY 2023-24 SB 1 Annual Year 1 Street Improvement Project (CP 913). The focal point of the project is to repave/resurface the following street segments:

|    | <b>STREET</b>         | <b>FROM</b>    | <b>TO</b>               |
|----|-----------------------|----------------|-------------------------|
| 1  | N. 4TH ST             | W. LINCOLN AVE | W. AVENIDA DE LA MERCED |
| 2  | EDWIN ALDRIN CIR      | N. 4TH ST      | END                     |
| 3  | N. TAYLOR AVE         | W. LINCOLN AVE | EL CAMINO DR.           |
| 4  | EL CAMINO DR          | TAYLOR AVE     | END                     |
| 5  | CUESTA WAY            | TAYLOR AVE     | ALDEA DR                |
| 6  | ALDEA DR              | TAYLOR AVE     | EL CAMINO DR            |
| 7  | MAPLE AVE             | LINCOLN AVE    | ALDEA DR                |
| 8  | SOLANA CIRCLE         | END            | ALDEA DR                |
| 9  | RIO DEL SOL AVE       | END            | AGAJANIAN WAY           |
| 10 | RANCHO DR             | LINCOLN AVE    | SAN ANGELO AVE          |
| 11 | RIO DEL SOL AVE       | SAN ANGELO AVE | AGAJANIAN WAY           |
| 12 | AVENIDA DEL LA MERCED | SAN ANGELO AVE | LINCOLN AVE             |
| 13 | FINDLAY AVE           | BARR AVE       | VIA CAMPO               |

**SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

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|    |                 |                  |                 |
|----|-----------------|------------------|-----------------|
| 14 | FINDLAY AVE     | VIA SAN DELARRO  | BEVERLY BLVD    |
| 15 | DEWAR AVE       | KEENAN ST        | SIMMONS AVE     |
| 16 | FRANKEL AVE     | S. MONTEBELLO BL | END             |
| 17 | MAXWELL ST      | FRANKEL AVE      | GARY AVE        |
| 18 | GARY AVE        | MAXWELL ST       | SPRUCE ST       |
| 19 | SPRUCE ST       | DATE ST          | FRANKEL AVE     |
| 20 | OAKWOOD ST      | CAROB WAY        | BLUFF RD        |
| 21 | S. 4TH ST       | OAKWOOD ST       | ELM ST          |
| 22 | CAROB WAY       | ELM ST           | DATE ST         |
| 23 | ELM ST          | CAROB WAT        | BLUFF RD        |
| 24 | S. 4TH ST       | ELM ST           | SYCAMORE ST     |
| 25 | SPRUCE ST       | OAKWOOD ST       | ELM ST          |
| 26 | ADELITA ST      | LEXINGTON AVE    | CONCORD AVE     |
| 27 | BRADSHAWE AVE   | DEWAR AVE        | BEVERLY BLVD    |
| 28 | VIA SAN DELARRO | GARFIELD AVE     | FINDLAY AVE     |
| 29 | N. HAY ST       | BEVERLY BLVD     | LINCOLN AVE     |
| 30 | MAPLE AVE       | VICTORIA AVE     | LINCOLN AVE     |
| 31 | RAYWOOD AVE     | FORBES AVE       | LINCOLN AVE     |
| 32 | VIA SAN CARLO   | VIA SAN CLEMENTE | VIA SAN DELARRO |
| 33 | S. PARK AVE     | COLEGROVE AVE    | END             |

The NIB was published on October 10, 2024, in a newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on November 6, 2024. The following is the tabulation based on the order of when the bids were received:

|          | <b>Contractors</b>   | <b>Bid Totals</b> |
|----------|----------------------|-------------------|
| <b>1</b> | Hardy & Harper, Inc. | \$2,926,000       |
| <b>2</b> | Onyx Paving Co.      | \$3,169,000       |
| <b>3</b> | All American Asphalt | \$3,548,499       |
| <b>4</b> | Excel Paving         | \$3,798,442       |

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Based on the review, Staff recommendation is to award Hardy & Harper, Inc. the construction contract (Attachment A) as the most responsive, responsible bidder. The remaining bid proposals are available in the City Clerk's Office

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

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for review and the itemized bid results for comparative analysis are included in Attachment B.

### **ENVIRONMENTAL IMPACT:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Staff recommends awarding the construction contract to Hardy & Harper, Inc. as the most responsive and responsible bidder for the amount of \$2,926,000, plus a 10% construction contingency of \$292,600 in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life. The total contract award amount -- including the 10% contingency -- is \$3,218,600, payable from Senate Bill (SB) 1 Road Maintenance and Rehabilitation Program (RMRP) and "Paving the Way" Bond Proceeds (Proposition C portion); and amend the Fiscal Year 2024-25 Capital Improvement Program Budget by increasing appropriations by \$1,200,000 in Account No. 201-30-330-6040.50 (RMRA, Public Works, Engineering, Contract Services - Street Maintenance); and authorize the City Clerk's Office to release all-other bidders' bonds; and authorize the City Manager to execute the agreement and all change orders within the contingency amount in good faith.

### **ATTACHMENT(S)**

1. Attachment A - Hardy & Harper Standard Public Works Agreement
2. Attachment B - Bid Results

### **NEXT STEPS:**

N/A



**CITY OF MONTEBELLO**

**PROFESSIONAL SERVICES AGREEMENT NO. 4251  
WITH HARDY & HARPER, INC.**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on December 5, 2024 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and HARDY & HARPER, INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

**RECITALS**

**WHEREAS**, the CITY desires to retain a qualified professional contractor to provide pavement work related to the Fiscal Year (FY) 2023-24 SB1 and Annual Year 1 Street Improvement Project (C.P. No. 913) ("PROJECT"); and

**WHEREAS**, on December 5, 2024, the CITY's City Council ("City Council") accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT; and

**WHEREAS**, CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS**

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the "CONTRACT DOCUMENTS" for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Project Manual and Special Provisions, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the "Agreement Documents" are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

b. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

## STANDARD PUBLIC WORKS AGREEMENT NO. 4251

Page 2 of 14

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. CONTRACTOR'S November 6, 2024, Bid proposal submission through PlantBids
3. Standard drawings (if any)
4. Details
5. Special provisions, if any
6. General specifications and all referenced specifications

### SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

### SECTION 3. TERM; AND TIME FOR COMPLETION

a. The work shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY. This Agreement shall expire on June 30, 2025, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by the CITY's applicable, department head.

### SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total lump sum amount of **Two Million, Nine-Hundred Twenty-Six Thousand Dollars (\$2,926,000)**, which is based on performing all of the work shown on CONTRACTOR's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met. The CITY has approved a ten percent (10%) construction contingency of Two Hundred Ninety-Two Thousand, Six-Hundred Dollars (\$2,926,000) for any unforeseen unaccounted costs associated with the PROJECT—the payment of which shall be contingent upon a subsequent written Amendment to this AGREEMENT, executed by the Parties, and based upon further agreed-to terms.

**4.1. Progress Payments**

Progress Payments shall be made in accordance with section the General Provisions and the provisions of this SEC. 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure Section 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to SEC. 4.2 of this Agreement for retention of funds.

**4.2. Retention of Funds**

Progress payments shall be made in accordance with the provisions of SEC. 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code Section 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

**4.3. Substitution of Securities**

Pursuant to Public Contract Code Section 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

**SECTION 5. UNDOCUMENTED WORKERS**

## **STANDARD PUBLIC WORKS AGREEMENT NO. 4251**

Page 4 of 14

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

### **SECTION 6. NOTICE TO PROCEED**

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **60** Working Days from the commencement thereof.

### **SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS**

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
  1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
  2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain

any and all rights which pertain to the resolution of disputes and protests between the parties.

**SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS**

**8.1. CONTRACTOR License.**

CONTRACTOR shall possess a california CONTRACTOR's license type Class A, C8, C12 for the performance of the Project.

**8.2. Ineligible CONTRACTOR Prohibited.**

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

**8.3. Compliance with SB 854 Registration.**

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUB-CONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation Section 16451(d).

**8.4. Trench and Pipeline Safety.**

If this Agreement is for more than \$25,000 and involves excavation of any trench five (5) feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

**8.5. Utility Relocation.**

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

**8.6. Third Party Claims Notification.**

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the

Agreement.

**8.7. Unfair Business Practices Claims.**

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

**8.8. Day's Work.**

CONTRACTOR acknowledges that under California Labor Code Sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Section 1810. (Labor Code Section 1813).

**8.9. Payroll Records.**

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Section 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Section 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Section 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

**8.10. Employment of Apprentices.**

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under Section 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that CONTRACTORS and SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion,

## **STANDARD PUBLIC WORKS AGREEMENT NO. 4251**

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creed, national origin, ancestry or color. Only apprentices defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

### **8.11. Records Audit**

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

## **SECTION 9. PREVAILING WAGES**

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations ("DIR") Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the DIR website and the Project site.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

## **SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS**

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been



## **STANDARD PUBLIC WORKS AGREEMENT NO. 4251**

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the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

### **SECTION 11. BONDS**

a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

b. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

c. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Warranty Bond in the amount of 50% of the Agreement price, conditioned upon the guaranty and warranty of the work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form attached hereto as Exhibit "D."

### **SECTION 12. INSURANCE REQUIREMENTS**

a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

## STANDARD PUBLIC WORKS AGREEMENT NO. 4251

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b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello  
Attn: Risk Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Email: COI@montebellocity.gov

### SECTION 13. LIQUIDATED DAMAGES

- a. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the CITY and CONTRACTOR AGREE that in the event of any unreasonable delay in performance of this Agreement caused by CONTRACTOR, CONTRACTOR and its sureties shall be liable for and shall pay to the CITY the sum of **two thousand dollars (\$2,000)** as liquidated damages for each working day of delay in the performance of any service required hereunder. In addition, liquidated damages may be assessed for failure to comply with any emergency call out requirements described in the scope of services. The CITY may withhold from any moneys payable on account of services performed by CONTRACTOR any accrued liquidated damages.
- b. In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of **Two Thousand dollars (\$2,000)** as liquidated damages for each working day of delay in the performance of any service required hereunder.

### SECTION 14. DISPUTE RESOLUTION

#### 14.1. **Claims of \$375,000 or Less**

- a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance

## **STANDARD PUBLIC WORKS AGREEMENT NO. 4251**

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with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

### **14.2 Public Contract Code 9204 Claims**

CONTRACTOR shall comply with the procedure set forth in Public Contract Code Section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, a disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

## **SECTION 15. TERMINATION.**

### **15.1. Termination for Convenience.**

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

### **15.2 Termination for Default.**

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

**15.3 Waiver of Remedies for any Breach.**

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

**SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

**SECTION 17. COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

**SECTION 18. NOTICE OF COMPLETION**

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

**SECTION 19. AUTHORITY**

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

**SECTION 20. ENTIRE AGREEMENT**

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

**SECTION 21. ATTORNEY'S FEES AND COSTS**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**SECTION 22. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

**SECTION 23.      NOTICE**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an “Electronic Notice” as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To the CITY:                      City of Montebello  
Attn: City Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
(323) 887-1200

With copy to:                      City of Montebello – Department of Public Works  
Attn: Cesar Roldan, Director of Public Works  
1600 West Beverly Boulevard  
Montebello, CA 90640  
(323) 887-1462  
Email: [CRoldan@montebellocal.gov](mailto:CRoldan@montebellocal.gov)

To CONTRACTOR:                      Dan T. Maas, President  
Michael Amundson, Vice President  
Hardy & Harper, Inc.  
32 Rancho Circle  
Lake Forest, CA 92630  
(714) 444-1851

An electronic communication (“Electronic Notice”) shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

**SECTION 24.      PROHIBITION AGAINST ASSIGNMENT**

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of

## **STANDARD PUBLIC WORKS AGREEMENT NO. 4251**

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creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

### **SECTION 25. CUMULATIVE REMEDIES**

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

### **SECTION 26. COUNTERPARTS**

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**

**STANDARD PUBLIC WORKS AGREEMENT NO. 4251**

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

**CITY OF MONTEBELLO**  
("CITY")

**HARDY & HARPER, INC.,**  
("CONTRACTOR")

By:

By:

\_\_\_\_\_  
Raul Alvarez, City Manager

\_\_\_\_\_  
Dan T. Maas, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
Michael Amundson, Vice President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Contractor's Proposal



## **EXHIBIT "A"**

### **INSURANCE REQUIREMENTS**

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

#### **1. Comprehensive General Liability and Automobile Liability Insurance Coverage.**

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

#### **2. Automobile Liability.**

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

#### **3. Worker's Compensation.**

CONTRACTOR shall carry and maintain worker's compensation in the amount of

\$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

**4. Additional Insureds.**

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

**5. Notice of Cancellation.**

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

**6. Severability Clause.**

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

**7. Qualifications of Insurer.**

All policies of insurance shall be issued by an insurance company acceptable to the CITY and authorized to issue said policy in the State of California.

**8. Approval of Insurer.**

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by the CITY, provided that such approval shall not be unreasonably withheld.

**9. Payment of Premiums.**

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by the CITY.

**10. Evidence of Insurance and Claims.**

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

**EXHIBIT "B"**  
**CONTRACTORS PROPOSAL**



**CITY OF MONTEBELLO  
CALIFORNIA**

**CONTRACT DOCUMENTS  
SPECIFICATIONS**

**FOR**

**FY 2023-24 SB1 AND ANNUAL YEAR 1 STREET IMPROVEMENT PROJECT**

**C.P. No. 913**

**SCARLET PERALTA – MAYOR  
SALVADOR MELENDEZ – MAYOR PRO TEM  
ANGIE M. JIMENEZ – COUNCILMEMBER  
GEORGINA TAMAYO – COUNCIL MEMBER  
DAVID N. TORRES – COUNCILMEMBER**

**RAUL ALVAREZ – CITY MANAGER  
CESAR ROLDAN - PUBLIC WORKS DIRECTOR**

**PREPARED BY:**

**Nam Tran  
Assistant Engineer**

**1600 W Beverly Blvd  
Montebello, CA 90640  
Tel: 323-887-1200 ext. 1473**

**Project Subject to a Project Labor Agreement No. 4202**

**Bid Opening (Electronic Bid through PlanetBids)  
Wednesday, November 6, 2024 at 11:00 AM**

**Engineer's Estimate: \$2.6 million**

BID PROPOSAL  
FOR

**FY 2023-24 SB1 AND ANNUAL YEAR 1 STREET IMPROVEMENT PROJECT**

**C.P. No. 913**

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

**BASE BID SCHEDULE:**

| ITEM NO. | DESCRIPTION                                                                                                                                                    | EST. QTY. | UNIT | UNIT PRICE    | EXTENDED AMOUNT |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|---------------|-----------------|
| 1        | Mobilization/Demobilization                                                                                                                                    | 1         | LS   | \$ 113,096.00 | \$ 113,096.00   |
| 2        | Traffic Control plans per MUTCD, no parking signs, construction signs, etc.                                                                                    | 1         | LS   | \$ 179,000.00 | \$ 179,000.00   |
| 3        | Implementation of BMPs                                                                                                                                         | 1         | LS   | \$ 12,600.00  | \$ 12,600.00    |
| 4        | Remove (Grind) AC Pavement to uniform depth. Full Street Width. Depth of 2"                                                                                    | 1,004,980 | SF   | \$ 0.32       | \$ 321,593.60   |
| 5        | Construct 2" AC Overlay. C2 PG 64-10.                                                                                                                          | 14,000    | TON  | \$ 109.00     | \$ 1,526,000.00 |
| 6        | Construction Survey center line ties & Monument Restoration                                                                                                    | 1         | LS   | \$ 88,830.40  | \$ 88,830.40    |
| 7        | Replace all traffic loops with same upon completion of paving operations                                                                                       | 1         | LS   | \$ 4,000.00   | \$ 4,000.00     |
| 8        | Replace all Traffic Striping, Markings, Curb Painting including thermoplastic                                                                                  | 1         | LS   | \$ 50,700.00  | \$ 50,700.00    |
| 9        | Remove and replace cross gutter 8" to 12" with spandrel to curb return including curb as directed by City                                                      | 5,000     | SF   | \$ 28.00      | \$ 140,000.00   |
| 10       | Remove and replace with same, all traffic calming speed humps, including pavement markings                                                                     | 6         | EA   | \$ 4,305.00   | \$ 25,830.00    |
| 11       | Remove 6" of existing pavement and compact subgrade and install 2" class 2 aggregate base and 4" AC C2 pavement-Digout/deep patch item as directed by the City | 30,000    | SF   | \$ 8.30       | \$ 249,000.00   |

| ITEM NO.                                  | DESCRIPTION                                                                   | EST. QTY. | UNIT | UNIT PRICE  | EXTENDED AMOUNT |
|-------------------------------------------|-------------------------------------------------------------------------------|-----------|------|-------------|-----------------|
| 12                                        | Install Public Improvement Project Signs as indicated in these specifications | 1         | EA   | \$ 1,600.00 | \$ 1,600.00     |
| 13                                        | Adjust Existing sewer /storm drain Manhole Cover to Finished Grade            | 67        | EA   | \$ 1,260.00 | \$ 84,420.00    |
| 14                                        | Adjust Existing water valve cover to Finished Grade                           | 132       | EA   | \$ 52.00    | \$ 6,864.00     |
| 15                                        | Adjust Existing Utility Cover to Finished Grade                               | 17        | EA   | \$ 498.00   | \$ 8,466.00     |
| 16                                        | Unclassified excavation                                                       | 1,500     | CY   | \$ 76.00    | \$ 114,000.00   |
| TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES |                                                                               |           |      |             | \$ 2,926,000.00 |

TOTAL AMOUNT BASE BID IN WORDS TWO MILLION, NINE HUNDRED  
TWENTY-SIX THOUSAND DOLLARS.

Dollars



Michael Amundson, Vice President  
Title

Bidder's Signature  
Hardy & Harper, Inc.  
Company Name

*\*Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE." This Bid Alternative Schedule will only be utilized if bid alternative work is directed by the City for the portion of the parking lots.*

TOTAL AMOUNT BID ALTERNATE IN WORDS N/A

Dollars



Michael Amundson, Vice President  
Title

Bidder's Signature  
Hardy & Harper, Inc.  
Company Name

## DESIGNATION OF SUBCONTRACTORS

### **California Public Contract Code 6109**

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

### **California Public Contract Code 7104**

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.



DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

| NAME, ADDRESS, LICENSE NO.,<br>AND PHONE NUMBER OF<br>SUBCONTRACTORS, SUPPLIERS,<br>AND VENDORS | PORTION OF WORK,<br>MATERIALS, OR EQUIPMENT |
|-------------------------------------------------------------------------------------------------|---------------------------------------------|
| CASE LAND SURVEYING<br>ORANGE, CA<br>L5411 1000001533<br>(714) 628-8948                         | SURVEY                                      |
| PAVEMENT RECYCLING SYSTEMS<br>TURUPA VALLEY, CA<br>569352 1000003363<br>(951) 682-1091          | COLD MILL, REMOVALS                         |
| J+S STRIPING<br>ONTARIO, CA<br>538211 1000006912<br>(909) 947-8073                              | STRIPING                                    |
|                                                                                                 |                                             |
|                                                                                                 |                                             |
|                                                                                                 |                                             |
|                                                                                                 |                                             |
|                                                                                                 |                                             |
|                                                                                                 |                                             |
|                                                                                                 |                                             |
|                                                                                                 |                                             |

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the Public Works Director.

## REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. Please see attached Past Project References  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Contract amount                      Type of work                      Date completed

2. Please see attached Past Project References  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Contract amount                      Type of work                      Date completed

3. Please see attached Past Project References  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

\_\_\_\_\_  
Contract amount                      Type of work                      Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Please see attached Bond & Insurance Company Information

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Hardy & Harper, Inc. Past Project References

| OWNER/AGENCY                                                                                  | CONTACT                                                               | PROJECT NAME, AMOUNT, & COMPLETION DATE                                                                                       |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| City of Cathedral City<br>68-700 Avenida Lalo Guerrero<br>Cathedral City, CA 92234            | Armando Baldizzone<br>(760) 770-0340<br>abaldizzone@cathedralcity.gov | Panorama Neighborhood Pavement Reconstruction<br>Contract Amount: \$636,000.00<br>Completion Date: July 2024                  |
| City of Ontario<br>303 East "B" Street<br>Ontario, CA 91764                                   | Yessenia Lopez<br>(909) 395-2103<br>ylopez@ontarioca.gov              | 2024 Spring Pavement Rehabilitation Project<br>Contract Amount: \$2,041,000.00<br>Completion Date: June 2024                  |
| City of Los Alamitos<br>3191 Katella Avenue<br>Los Alamitos, CA 90720                         | Chris Kelley<br>(562) 431-3538<br>ckelley@cityoflosalamitos.org       | Bloomfield Street Improvement Project<br>Contract Amount: \$207,000.00<br>Completion Date: April 2024                         |
| City of Rancho Santa Margarita<br>22112 El Paseo<br>Rancho Santa Margarita, CA 92688          | Tri Nguyen<br>(949) 635-1813<br>tnguyen@cityofrsm.org                 | Fy 23-24 Annual Residential Overlay<br>Contract Amount: \$829,425.00<br>Completion Date: March 2024                           |
| City of Vernon<br>4305 Santa Fe Avenue<br>Vernon, CA 90058                                    | Lisette Melendez<br>(323) 583-8811<br>lmelendez@cityofvernon.org      | Gifford Ave, 48th, 49th & 50th Street Improvements<br>Contract Amount: \$792,000.00<br>Completion Date: March 2024            |
| City of Signal Hill<br>2175 Cherry Avenue<br>Signal Hill, CA 90755                            | Davina Buenavista<br>(310) 766-6985<br>dbuenavista@koacorp.com        | Palm Drive Pavement Rehabilitation Project<br>Contract Amount: \$774,000.00<br>Completion Date: October 2023                  |
| City of Manhattan Beach<br>14000 Highland Avenue<br>Manhattan Beach, CA 90266                 | Gilbert Ramos<br>(310) 802-5353<br>gramos@manhattanbeach.gov          | Cycle 2 Street Resurfacing Project<br>Contract Amount: \$3,110,000.00<br>Completion Date: September 2023                      |
| San Bernardino County<br>825 East 3rd Street<br>San Bernardino, CA 92415                      | Larry White<br>(909) 663-7599<br>lwhite@dpw.sbcounty.gov              | Rain Shadow Road and Other Roads<br>Contract Amount: \$830,000.00<br>Completion Date: September 2023                          |
| City of El Segundo<br>350 Main Street<br>El Segundo, CA 90245                                 | Floriza Rivera<br>(310) 524-2361<br>frivera@elsegundo.org             | FY 23/24 Pavement Rehabilitation Project<br>Contract Amount: \$1,635,000.00<br>Completion Date: July 2023                     |
| City of La Cañada Flintridge<br>1 Civic Center Drive<br>La Cañada Flintridge, CA 91011        | Nasser Shoushtarian<br>(818) 790-8882<br>nshoushtarian@lcf.ca.gov     | 2023 Citywide Street Resurfacing Program<br>Contract Amount: \$1,060,000.00<br>Completion Date: June 2023                     |
| City of Palos Verdes Estates<br>340 Palos Verdes Drive West<br>Palos Verdes Estates, CA 90274 | Monica Pango<br>(951) 475-3625<br>mpango@hrgreen.com                  | FY 21-22 Street Improvements<br>Contract Amount: \$1,138,000.00<br>Completion Date: May 2023                                  |
| City of Norwalk<br>12700 Norwalk Blvd<br>Norwalk, CA 90650                                    | Delfino Consunji<br>(714) 686-8911<br>dconsunji@oe-eng.com            | Local Streets Rehabilitation CDBG FY 22-23<br>Contract Amount: \$956,000.00<br>Completion Date: April 2023                    |
| City of San Gabriel<br>425 S. Mission Drive<br>San Gabriel, CA 91776                          | Alam Mai<br>(626) 308-2825<br>amai@sgch.org                           | CDBG Street Improvements Project FY 22/23<br>Contract Amount: \$490,000.00<br>Completion Date: March 2023                     |
| City of Fullerton<br>303 West Commonwealth Avenue<br>Fullerton, CA 92832                      | Rafael Chavez<br>(714) 932-7506<br>rafael.chavez@cityoffullerton.com  | Residential Street Rehabilitation<br>Contract Amount: \$1,204,780.00<br>Completion Date: February 2023                        |
| City of Moreno Valley<br>14177 Frederick Street<br>Moreno Valley, CA 92552                    | Quang Nguyen<br>(951) 413-3159<br>quangn@moval.org                    | Pavement Rehab. for Various Local Streets CDBG FY 21/22<br>Contract Amount: \$2,444,260.00<br>Completion Date: December 2022  |
| City of Grand Terrace<br>22795 Barton Road<br>Grand Terrace, CA 92313                         | Kamran Dadbeh<br>(909) 824-6621<br>kdadbeh@grandterrace-ca.gov        | Pavement Rehab. On Barton Rd, Van Buren St & Vivienda Ave<br>Contract Amount: \$570,000.00<br>Completion Date: September 2022 |
| City of Downey<br>11111 Brookshire Avenue<br>Downey, CA 90241                                 | Desi Gutierrez<br>(562) 904-7110<br>dgutierrez@downeyca.org           | Residential Street Pavement Rehabilitation Project, Area 1<br>Contract Amount: \$2,875,000.00<br>Completion Date: June 2022   |
| City of Orange<br>300 E. Chapman Avenue<br>Orange, CA 92866                                   | Youichi Nakagawa<br>(714) 744-5572<br>ynakagawa@cityoforange.org      | Prospect & Spring Right Turn Lane Modification Project<br>Contract Amount: \$920,000.00<br>Completion Date: June 2022         |
| City of San Fernando<br>117 Macneil Street<br>San Fernando, CA 91340                          | Manuel Fabian<br>(818) 898-1243<br>mfabian@sfcity.org                 | Pico Street Improvement Project<br>Contract Amount: \$465,000.00<br>Completion Date: May 2022                                 |

### Hardy & Harper, Inc. Past Project References

| OWNER/AGENCY                                                               | CONTACT                                                         | PROJECT NAME, AMOUNT, & COMPLETION DATE                                                                                            |
|----------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| City of Downey<br>11111 Brookshire Avenue<br>Downey, CA 90241              | Desi Gutierrez<br>(562) 904-7110<br>dgutierr@downeyca.org       | Residential Street Pavement Rehabilitation Project, Area 10<br>Contract Amount: \$2,355,000.00<br>Completion Date: April 2022      |
| City of Jurupa Valley<br>8930 Limonite Avenue<br>Jurupa Valley, CA 92509   | Desiree Flores<br>(951) 332-6464<br>dflores@jurupavalley.org    | 2021-22 CDBG Old Mira Loma Pavement Rehabilitation Project<br>Contract Amount: \$810,000.00<br>Completion Date: April 2022         |
| City of Anaheim<br>200 S. Anaheim Blvd<br>Anaheim, CA 92805                | Lorenzo Rea<br>(714) 765-6893<br>lrea@anaheim.net               | Residential Street Improvement Project - Lotus & Torry, Group 13<br>Contract Amount: \$5,806,000.00<br>Completion Date: March 2022 |
| County of Riverside<br>3525 14th Street<br>Riverside, CA 92501             | Hector Davila<br>(951) 955-6885<br>hedavila@rivco.org           | Fisher Street Resurfacing Project<br>Contract Amount: \$785,560.00<br>Completion Date: February 2022                               |
| City of Chino Hills<br>14000 City Center Drive<br>Chino Hills, CA 91709    | Carl Hassel<br>(909) 364-2817<br>chassel@chinohills.org         | Village Center Drive Pavement Rehabilitation Project<br>Contract Amount: \$408,000.00<br>Completion Date: December 2021            |
| Los Angeles County<br>900 S. Fremont Avenue<br>Alhambra, CA 91803          | Peter Sanque<br>(661) 947-7173<br>psanque@pw.lacounty.gov       | Pavement Reconstruction (Sustainable) North LA County<br>Contract Amount: \$1,873,929.57<br>Completion Date: November 2021         |
| City of Loma Linda<br>25541 Barton Road<br>Loma Linda, CA 92354            | Jarb Thaipejr<br>(909) 799-2800<br>jthaipejr@lomalinda-ca.gov   | Pavement Rehab. on Barton Rd, Bryn Mawr & Orange Grove<br>Contract Amount: \$462,590.00<br>Completion Date: November 2021          |
| City of Norco<br>2870 Clark Avenue<br>Norco, CA 92860                      | Sam Nelson<br>(951) 270-5607<br>snelson@ci.norco.ca.us          | Sixth Street Widening<br>Contract Amount: \$785,000.00<br>Completion Date: September 2021                                          |
| City of Irwindale<br>5050 N. Irwindale Avenue<br>Irwindale, CA 91706       | Luis Pimentel<br>(626) 430-2259<br>lpimentel@irwindaleca.gov    | 2020-2021 Resurfacing Project<br>Contract Amount: \$544,311.93<br>Completion Date: May 2021                                        |
| City of Brea<br>1 Civic Center Circle<br>Brea, CA 92821                    | Steve Kooyman<br>(530) 318-1066<br>skooyman@interwestgrp.com    | Imperial Highway / Berry St. Intersection Improvements<br>Contract Amount: \$579,648.80<br>Completion Date: May 2021               |
| City of Colton<br>650 N. La Cadena Drive<br>Colton, CA 92324               | Jess Sotot<br>(909) 370-5551<br>jsotot@coltonca.gov             | FY 20-21 Asphalt Paving Project<br>Contract Amount: \$2,695,493.64<br>Completion Date: May 2021                                    |
| City of Burbank<br>301 E. Olive Avenue<br>Burbank, CA 91502                | Adam Salehi<br>(818) 238-3946<br>asalehi@burbankca.gov          | 2020 Street Improvement Project<br>Contract Amount: \$1,253,099.98<br>Completion Date: April 2021                                  |
| City of Oxnard<br>300 West Third Street<br>Oxnard, CA 93030                | Renee Hatcher<br>(805) 385-8280<br>renee.hatcher@oxnarca.org    | Thin Maintenance Overlay Project Phase II (Rebid 2)<br>Contract Amount: \$6,550,000.00<br>Completion Date: November 2020           |
| City of Moreno Valley<br>14177 Frederick Street<br>Moreno Valley, CA 92552 | Michael Wolfe<br>(951) 413-3100<br>purchasingdivision@moval.org | Citywide Pavement Rehabilitation Program FY 19-20<br>Contract Amount: \$4,080,364.90<br>Completion Date: November 2020             |
| City of Cypress<br>5275 Orange Avenue<br>Cypress, CA 90630                 | Alex Bangean<br>(714) 229-6740<br>abangean@cypressca.org        | Arterial Rehabilitation Project 230<br>Contract Amount: \$1,042,000.00<br>Completion Date: August 2020                             |
| City of Banning<br>99 East Ramsey Street<br>Banning, CA 92220              | Art Vela<br>(951) 922-3130<br>avela@banningca.gov               | Street Rehabilitation at Various Locations<br>Contract Amount: \$1,451,000.00<br>Completion Date: March 2020                       |
| City of Ontario<br>303 East "B" Street<br>Ontario, CA 91764                | Bill Braun<br>(909) 395-2012<br>purchasing@ontarioca.gov        | 2019 Fall Pavement Rehabilitation Project<br>Contract Amount: \$4,261,000.00<br>Completion Date: October 2019                      |
| City of Pasadena<br>100 N. Garfield Avenue<br>Pasadena, CA 91101           | Tony An<br>(626) 744-7403<br>tan@cityofpasadena.net             | Preventative Maintenance Services<br>Contract Amount: \$2,424,216.00<br>Completion Date: April 2019                                |



## **Bonds & Insurance Companies**

### **Surety:**

Fidelity & Deposit Company of Maryland  
777 S. Figueroa Street  
Los Angeles, CA 90017  
(213) 270-0600

### **Agent:**

Commercial Surety Bond Agency  
1411 N. Batavia Street, #201  
Orange, CA 92867  
(714) 516-1232

### **Insurance:**

Burnham WGB Insurance Solutions  
15901 Red Hill Avenue  
Tustin, CA 92780  
(714) 505-7000

#### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

#### AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

#### NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name Hardy & Harper, Inc.

Business Address: 32 Rancho Circle

Lake Forest, CA 92630

Telephone 714-444-1851

State Contractor's License No. and Class: 215952 A, C-8 & C12

Original Date Issued 3/13/1963 Expiration Date 12/31/2025

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Dan T. Maas - President - 32 Rancho Circle, Lake Forest, CA - (714) 444-1851

Michael Amundson - Vice President - 32 Rancho Circle, Lake Forest, CA - (714) 444-1851

Tanner Hambright - Vice President - 32 Rancho Circle, Lake Forest, CA - (714) 444-1851

Kristen Paulino - Corporate Secretary - 32 Rancho Circle, Lake Forest, CA - (714) 444-1851

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 29th day of October, 2024.

BIDDER Hardy & Harper, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



\_\_\_\_\_  
Signature of Contractor's Representative

Michael Amundson  
Printed Name

Vice President  
Title

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC See Attached



**GOVERNMENT CODE § 8202**

A line graph showing a linear relationship between two variables. The x-axis is labeled 'x' and the y-axis is labeled 'y'. The line starts at the origin (0,0) and extends upwards and to the right, passing through points marked with 'x'.

Signature of Document Signer No. 2 (if any)

*Signature of Notary Public*

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Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE  
BID BOND

FOR  
**FY 2023-24 SB 1 ANNUAL YEAR 1 STREET IMPROVEMENT PROJECT**

**C.P. No. 913**

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
Hardy & Harper, Inc., as BIDDER, and \_\_\_\_\_  
Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly  
 bound unto the City of Montebello, as AGENCY, in the penal sum of Ten Percent of the Amount Bid  
 \_\_\_\_\_  
 \_\_\_\_\_ dollars (\$10%), which is ten percent of the  
 total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which  
 sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this  
29th day of October, 2024.

BIDDER\* Hardy & Harper, Inc. 32 Rancho Circle, Lake Forest, CA 92630, (714) 444-1851

Michael Amundson, Vice President

SURETY\* Fidelity and Deposit Company of Maryland 777 South Figueroa Street, Suite 3900, Los Angeles, CA 90017, (213) 270-0600

Dwight Reilly, Attorney-in-Fact 1411 N. Batavia St., Suite 201, Orange, CA 92867, (714) 516-1232  
 Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

\*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California )

County of Orange )On November 5, 2024 before me, Morgan E. Churnock, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Michael Amundson  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Morgan E. Churnock  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: Michael Amundson☒ Corporate Officer — Title(s): Vice President☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Hardy & Harper, Inc.

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## ACKNOWLEDGMENT

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

State of California

County of Orange )

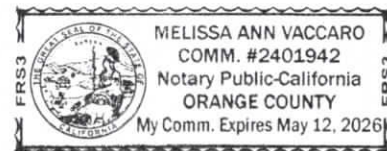
On 10/29/2024 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

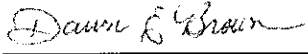
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of September, A.D. 2023.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
By: Robert D. Murray  
Vice President

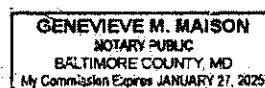
  
By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 29th day of October, 2024.



A handwritten signature in cursive script, reading "Thomas O. McClellan".

Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



Dear Customer,

The following is the proof-of-delivery for tracking number: 779756427712

Delivery Information:

|                   |                          |                    |                          |
|-------------------|--------------------------|--------------------|--------------------------|
| Status:           | Delivered                | Delivered To:      | Receptionist/Front Desk  |
| Signed for by:    | J.JUSTIN                 | Delivery Location: | 1600 W. BEVERLY BLVD OFF |
| Service type:     | FedEx Priority Overnight |                    |                          |
| Special Handling: | Deliver Weekday          |                    | MONTEBELLO, CA, 90640    |
|                   |                          | Delivery date:     | Nov 6, 2024 09:52        |

Shipping Information:

|                  |              |            |                |
|------------------|--------------|------------|----------------|
| Tracking number: | 779756427712 | Ship Date: | Nov 5, 2024    |
|                  |              | Weight:    | 0.5 LB/0.23 KG |

Recipient:

Office of the City Clerk, City of Montebello  
1600 W. Beverly Blvd  
MONTEBELLO, CA, US, 90640

Shipper:

Morgan Churnock, Hardy & Harper, Inc.  
32 Rancho Circle  
Lake Forest, CA, US, 92630



**BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE**  
**FOR**  
**FY 2023-24 SB 1 ANNUAL YEAR 1 STREET IMPROVEMENT PROJECT**  
**C.P. No. 913**  
**IN THE CITY OF MONTEBELLO**

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

**QUESTIONNAIRE**

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No   X   \_\_\_\_\_

If the answer is yes, explain the circumstances in the space provided.



Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE  
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

**FY 2023-24 SB 1 ANNUAL YEAR 1 STREET IMPROVEMENT PROJECT**

**C.P. No. 913**

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of \_\_\_\_\_

N/A

Dollars

(\$ \_\_\_\_\_). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

N/A

Bidder



## LETTER OF ASSENT

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

Re: Project Labor Agreement – Letter of Assent

To whom it may concern:

This is to confirm that Hardy & Harper, Inc. agrees to be party to and bound by the City of Montebello Project Labor Agreement effective January 1, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Community Workforce Agreement undertaken by Hardy & Harper, Inc. on the project and Hardy & Harper, Inc. shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Community Workforce Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

Hardy & Harper, Inc.

By: Michael Amundson  
Vice President

Contractor's State License No.: 215952

Project Name: FY 2023-24 SB1 and Annual Year 1 Street Improvement Project

## **Department of Industrial Relations (DIR) Contractor Registration Number**

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

**Per this requirement, provide the following information:**

Hardy & Harper, Inc.

---

**Contractor Name**

1000000076

---

**Contractor Department of Industrial Relations Registration Number:**

6/30/2025

---

**Expiration Date of Registration Number**

\*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) \*



BA20241230236

B2856-2381 07/01/2024 10:46 AM Received by California Secretary of State



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 657-5448

For Office Use Only

**-FILED-**

File No.: BA20241230236

Date Filed: 7/1/2024

|                                                     |                                           |                                    |                 |
|-----------------------------------------------------|-------------------------------------------|------------------------------------|-----------------|
| Entity Details                                      |                                           |                                    |                 |
| Corporation Name                                    | HARDY & HARPER, INC.                      |                                    |                 |
| Entity No.                                          | 0443071                                   |                                    |                 |
| Formed In                                           | CALIFORNIA                                |                                    |                 |
| Street Address of Principal Office of Corporation   |                                           |                                    |                 |
| Principal Address                                   | 32 RANCHO CIRCLE<br>LAKE FOREST, CA 92630 |                                    |                 |
| Mailing Address of Corporation                      |                                           |                                    |                 |
| Mailing Address                                     | 32 RANCHO CIRCLE<br>LAKE FOREST, CA 92630 |                                    |                 |
| Attention                                           |                                           |                                    |                 |
| Street Address of California Office of Corporation  |                                           |                                    |                 |
| Street Address of California Office                 | 32 RANCHO CIRCLE<br>LAKE FOREST, CA 92630 |                                    |                 |
| Officers                                            |                                           |                                    |                 |
| Officer Name                                        | Officer Address                           | Position(s)                        |                 |
| Kristen S. Paulino                                  | 32 RANCHO CIRCLE<br>Lake Forest, CA 92630 | Secretary, Chief Financial Officer |                 |
| DANIEL THOMAS MAAS                                  | 32 RANCHO CIRCLE<br>LAKE FOREST, CA 92630 | Chief Executive Officer            |                 |
| Additional Officers                                 |                                           |                                    |                 |
| Officer Name                                        | Officer Address                           | Position                           | Stated Position |
| Michael A Amundson                                  | 32 RANCHO CIRCLE<br>LAKE FOREST, CA 92630 | Vice President                     |                 |
| Directors                                           |                                           |                                    |                 |
| Director Name                                       | Director Address                          |                                    |                 |
| Tessa Irene Maas                                    | 32 Rancho Circle<br>Lake Forest, CA 92630 |                                    |                 |
| + Daniel Thomas Maas                                | 32 RANCHO CIRCLE<br>LAKE FOREST, CA 92630 |                                    |                 |
| + Kristen S Paulino                                 | 32 RANCHO CIRCLE<br>LAKE FOREST, CA 92630 |                                    |                 |
| The number of vacancies on Board of Directors is: 0 |                                           |                                    |                 |
| Agent for Service of Process                        |                                           |                                    |                 |
| Agent Name                                          | KRISTEN S. PAULINO                        |                                    |                 |
| Agent Address                                       | 32 RANCHO CIRCLE<br>LAKE FOREST, CA 92630 |                                    |                 |
| Type of Business                                    |                                           |                                    |                 |
| Type of Business                                    | ASPHALT PAVING CONTRACTOR                 |                                    |                 |

|                                                                                                                                                                                                                                                                     |                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Email Notifications                                                                                                                                                                                                                                                 |                                                          |
| Opt-in Email Notifications                                                                                                                                                                                                                                          | Yes, I opt-in to receive entity notifications via email. |
| Labor Judgment                                                                                                                                                                                                                                                      |                                                          |
| No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code. |                                                          |
| Electronic Signature                                                                                                                                                                                                                                                |                                                          |
| <input checked="" type="checkbox"/> By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.                                                                                                        |                                                          |
| <i>Kristen S. Paulino</i>                                                                                                                                                                                                                                           | <i>07/01/2024</i>                                        |
| Signature                                                                                                                                                                                                                                                           | Date                                                     |



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2025**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



## Contractor Information

**Legal Entity Name**  
HARDY & HARPER, INC.

**Legal Entity Type**  
Corporation

**Status**  
Active

**Registration Number**  
1000000076

**Registration effective date**  
07/01/24

**Registration expiration date**  
06/30/25

**Mailing Address**  
32 Rancho Circle Lake Forest 92630 CA United State...

**Physical Address**  
32 Rancho Circle Lake Forest 92630 CA United State...

**Email Address**  
cicamen@hardyandharper.com

**Trade Name/DBA**

**License Number (s)**  
CSLB:215952  
CSLB:215952

## Registration History

| Effective Date | Expiration Date |
|----------------|-----------------|
| 06/15/18       | 06/30/19        |
| 05/09/17       | 06/30/18        |
| 06/08/16       | 06/30/17        |
| 06/19/15       | 06/30/16        |
| 07/02/14       | 06/30/15        |
| 07/01/19       | 06/30/20        |
| 07/01/20       | 06/30/21        |
| 07/01/21       | 06/30/22        |
| 07/01/22       | 06/30/23        |
| 07/01/23       | 06/30/24        |
| 07/01/24       | 06/30/25        |

## Legal Entity Information

**Corporation Entity Number:** C0443071

**President Name:** Daniel Maas

**Vice President Name:**

**Treasurer Name:**

**Secretary Name:**

**CEO Name:**

Agency for Service:

**Agent of Service Name:** Commercial Surety Bond Agency

**Agent of Service Mailing Address:** 1411 N. Batavia Street, #201 Orange 92867 CA United States of America

## Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:** No

**Please provide your current worker's compensation insurance information below:**

|                     |       |       |
|---------------------|-------|-------|
| PEO                 | PEO   | PEO   |
| PEO InformationName | Phone | Email |

Insured by Carrier

**Policy Holder Name:**

**Insurance Carrier:**

**Policy Number:**

**Inception date:**

**Expiration Date:**

Hardy & Harper, Inc.  
BITCO General Insurance Corporation  
CAP3742814  
04/15/24  
04/15/25

California Environmental Protection Agency  
**Air Resources Board**

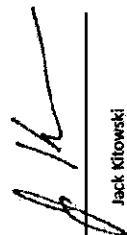
**January 1, 2024**

**CERTIFICATE OF REPORTED COMPLIANCE  
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

**HARDY & HARPER, INC.**

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

  
Jack Kitowski  
Chief, Mobile Source Control Division  
California Air Resources Board

**Off-road Diesel Fleet Identification**

**4333**

To verify the authenticity of this certificate, enter this number at  
[http://www.arb.ca.gov/doors/compliance\\_cert1.html](http://www.arb.ca.gov/doors/compliance_cert1.html)



| Attachment B - Bid Results                            |                                                                                                                                                                 |            |      |                      |                |                 |                |                      |                |              |                |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------|----------------------|----------------|-----------------|----------------|----------------------|----------------|--------------|----------------|
| FY 2023-24 SB 1 Street Paving Project Contract CP 913 |                                                                                                                                                                 |            |      |                      |                |                 |                |                      |                |              |                |
| Item No.                                              | Description                                                                                                                                                     | Quantities | Unit | Hardy & Harper, Inc. |                | Onyx Paving Co. |                | All American Asphalt |                | Excel Paving |                |
|                                                       |                                                                                                                                                                 |            |      | Unit Price           | Total Amount   | Unit Price      | Total Amount   | Unit Price           | Total Amount   | Unit Price   | Total Amount   |
| 1                                                     | Mobilization/Demobilization                                                                                                                                     | 1          | LS   | \$113,096.00         | \$113,096.00   | \$111,000.00    | \$111,000.00   | \$152,558.80         | \$152,558.80   | \$378,000.00 | \$378,000.00   |
| 2                                                     | Traffic Control plans per MUTCD, no parking signs, construction signs, etc.                                                                                     | 1          | LS   | \$179,000.00         | \$179,000.00   | \$222,000.00    | \$222,000.00   | \$150,000.00         | \$150,000.00   | \$162,000.00 | \$162,000.00   |
| 3                                                     | Implementation of BMPs                                                                                                                                          | 1          | LS   | \$12,600.00          | \$12,600.00    | \$11,000.00     | \$11,000.00    | \$20,000.00          | \$20,000.00    | \$29,000.00  | \$29,000.00    |
| 4                                                     | Remove (Grind) AC Pavement to uniform depth. Full Street Width. Depth of 2"                                                                                     | 1,004,980  | SF   | \$0.32               | \$321,593.60   | \$0.37          | \$371,842.60   | \$0.49               | \$492,440.20   | \$0.39       | \$391,942.20   |
| 5                                                     | Construct 2" AC Overlay. C2 PG 64-10.                                                                                                                           | 14,000     | TON  | \$109.00             | \$1,526,000.00 | \$111.00        | \$1,554,000.00 | \$116.00             | \$1,624,000.00 | \$120.00     | \$1,680,000.00 |
| 6                                                     | Construction Survey center line ties & Monument Restoration                                                                                                     | 1          | LS   | \$88,830.40          | \$88,830.40    | \$88,000.00     | \$88,000.00    | \$110,000.00         | \$110,000.00   | \$85,000.00  | \$85,000.00    |
| 7                                                     | Replace all traffic loops with same upon completion of paving operations                                                                                        | 1          | LS   | \$4,000.00           | \$4,000.00     | \$22,000.00     | \$22,000.00    | \$25,000.00          | \$25,000.00    | \$8,000.00   | \$8,000.00     |
| 8                                                     | Replace all Traffic Striping, Markings, Curb Painting including thermoplastic                                                                                   | 1          | LS   | \$50,700.00          | \$50,700.00    | \$52,808.40     | \$52,808.40    | \$81,000.00          | \$81,000.00    | \$48,000.00  | \$48,000.00    |
| 9                                                     | Remove and replace cross gutter 8" to 12" with spandrel to curb return including curb as directed by City                                                       | 5,000      | SF   | \$28.00              | \$140,000.00   | \$28.00         | \$140,000.00   | \$30.00              | \$150,000.00   | \$39.00      | \$195,000.00   |
| 10                                                    | Remove and replace with same, all traffic calming speed humps, including pavement markings                                                                      | 6          | EA   | \$4,305.00           | \$25,830.00    | \$5,500.00      | \$33,000.00    | \$2,500.00           | \$15,000.00    | \$6,000.00   | \$36,000.00    |
| 11                                                    | Remove 6" of existing pavement and compact subgrade and install 2" class 2 aggregate base and 4" AC C2 pavement. Digout/deep patch item as directed by the City | 30,000     | SF   | \$8.30               | \$249,000.00   | \$6.93          | \$207,900.00   | \$10.20              | \$306,000.00   | \$8.00       | \$240,000.00   |
| 12                                                    | Install Public Improvement Project Signs as indicated in these specifications                                                                                   | 1          | EA   | \$1,600.00           | \$1,600.00     | \$2,800.00      | \$2,800.00     | \$1,600.00           | \$1,600.00     | \$2,000.00   | \$2,000.00     |
| 13                                                    | Adjust Existing sewer /storm drain Manhole Cover to Finished Grade                                                                                              | 67         | EA   | \$1,260.00           | \$84,420.00    | \$1,333.00      | \$89,311.00    | \$1,600.00           | \$107,200.00   | \$1,300.00   | \$87,100.00    |
| 14                                                    | Adjust Existing water valve cover to Finished Grade                                                                                                             | 132        | EA   | \$52.00              | \$6,864.00     | \$777.00        | \$102,564.00   | \$1,300.00           | \$171,600.00   | \$1,200.00   | \$158,400.00   |
| 15                                                    | Adjust Existing Utility Cover to Finished Grade                                                                                                                 | 17         | EA   | \$498.00             | \$8,466.00     | \$2,222.00      | \$37,774.00    | \$1,300.00           | \$22,100.00    | \$3,500.00   | \$59,500.00    |
| 16                                                    | Unclassified excavation                                                                                                                                         | 1,500      | CY   | \$76.00              | \$114,000.00   | \$82.00         | \$123,000.00   | \$80.00              | \$120,000.00   | \$159.00     | \$238,500.00   |
| TOTALS                                                |                                                                                                                                                                 |            |      |                      | \$2,926,000.00 |                 | \$3,169,000.00 |                      | \$3,548,499.00 |              | \$3,798,442.20 |



**ITEM # 6**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Cesar Roldan, Director of Public Works

**SUBJECT: AWARD AGREEMENT NO. 4255 TO VOLTAIRE ENGINEERING, INC.  
FOR THE RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT –  
PHASE 1: LANDSCAPE AREA (CP 924)**

**DATE:** December 5, 2024

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Award Agreement No. 4255 to Voltaire Engineering, Inc. for the Rio Hondo River Access Improvement Project – Phase 1 Landscape Area (CP 924) as the most responsive, responsible bidder in the amount of \$397,768 plus a 10% construction contingency of \$39,777 for a total contract amount of \$437,545; and
2. Authorize the City Clerk's Office to release all remaining bidders' bonds; and
3. Authorize the City Manager to execute the construction contract agreement and any subsequent change orders in good faith; and
4. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The Fiscal Year 2024-25 adopted budget appropriated \$709,750 in Measure A funds in Account No. 221-70-720-6040.10 (Measure A, Parks & Recreation, Park Maintenance, Contract Services Outside Contracts) for the Rio Hondo River Access Improvement Project (CP 924). The Design Phase cost \$163,845; therefore, the total balance available for the Construction Phase of the project is \$545,905. The landscape area of the project (Phase 1) is estimated to cost \$397,768. The FY 2024-25 budget includes appropriations sufficient to fund Phase 1 of this project; therefore no budget amendment is needed.

## SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024

Page 2 of 3

Staff recommends awarding the construction contract to Voltaire Engineering, Inc. as the most responsive and responsible bidder for \$397,768. Additionally, a 10% construction contingency of \$39,777 is requested in the event of any unforeseen unaccounted costs, risks, events, or changes in scope that may affect the project's cost over the course of its life, for a total contract amount of \$437,545. Staff seeks authorization for the City Manager to execute all contract change orders that have been approved and negotiated in good faith by the Director of Public Works.

### **BACKGROUND/DISCUSSION:**

On August 14, 2024, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for Rio Hondo River Access Improvement Project (CP 924). The City received bids that exceeded the project's available budget, leading to the recommendation to reject all bids, which occurred at the City Council meeting on September 25, 2024. The project will now be divided into two construction phases for rebidding -- landscape (Phase 1) and signage/billboard (Phase 2).

Phase 1 will aim to improve connections from the Rio Hondo River entrance to Beverly Blvd. and Grant Rea Park. The project will include improvements to lighting and landscaping, as well as the addition of amenities such as benches, bicycle racks, horse hitching posts, and shade structures. The goal of the project is to provide for connecting paths of alternative transportation to the existing Montebello Bus Line's bust stop located at Beverly Blvd and Grant Rea Drive. Phase 2 of the project will aim to construct an electronic sign that will replace the existing billboard at the location.

The NIB for Phase 1 was published on October 17, 2024, in a newspaper of general circulation. Bidders accessed the contract specifications via PlanetBids. Bids were received electronically via PlanetBids on November 20, 2024. The following is the tabulation based on the order of when the bids were received:

|           | <b>Contractors</b>                          | <b>Total</b> |
|-----------|---------------------------------------------|--------------|
| <b>1</b>  | Voltaire Engineering                        | \$397,767.50 |
| <b>2</b>  | Al's Engineering, Inc                       | \$411,603.87 |
| <b>3</b>  | Ramco, General Engineering Contractors, Inc | \$420,488.14 |
| <b>4</b>  | Estate Design and Construction Inc.         | \$433,800.00 |
| <b>5</b>  | Urban Professional Builders Inc             | \$458,033.00 |
| <b>6</b>  | Cali State Paving Inc                       | \$460,766.00 |
| <b>7</b>  | Aguilar & Calderon Corporation              | \$474,509.70 |
| <b>8</b>  | KASA Construction Inc                       | \$475,848.75 |
| <b>9</b>  | Venture Construction & Management           | \$494,244.00 |
| <b>10</b> | ARC Construction Inc                        | \$501,129.57 |
| <b>11</b> | R Dependable Const Inc                      | \$603,000.00 |

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Based on the analysis of bids received, staff's

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 3 of 3

recommendation is to award Voltaire Engineering, Inc., the contract agreement (Attachment A) as the most responsive, responsible bidder. The remaining bid proposals are available in the City Clerk's Office for review and the itemized bid results for comparative analysis are included in Attachment B.

### **ENVIRONMENTAL IMPACT:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

Staff recommends awarding the construction contract (Agreement No. 4255) to Voltaire Engineering, Inc. as the most responsive and responsible bidder for \$397,768 – plus a 10% contingency of \$39,777 – for a contract total of \$437,545, payable from Account No. 221-70-720-6040.10 (Measure A Local, Parks & Recreation, Park Maintenance, Contract Services Outside Contracts); and authorize the City Clerk's office to release all remaining bidders' bonds; and authorize the City Manager to execute the construction contract agreement and all change orders in good faith. The FY 2024-25 budget includes appropriations in the Measure A fund (Fund 221) for this project; therefore no budget amendment is needed.

### **ATTACHMENT(S)**

1. Attachment A - Voltaire Engineering, Inc. Construction Agreement No. 4255
2. Attachment B - Bid Results

### **NEXT STEPS:**

N/A

**AGREEMENT NO. 4255**

**PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT NO. 4255  
WITH VOLTAIRE ENGINEERING, INC.  
(C.P. NO. 924)**

THIS PROFESSIONAL CONSTRUCTION SERVICES AGREEMENT (“AGREEMENT”) is made and entered into on December 5, 2024 (“Effective Date”) by and between the CITY OF MONTEBELLO, a California municipal corporation (the “CITY”) and VOLTAIRE ENGINEERING, INC., a California corporation (“CONTRACTOR”). The CITY and CONTRACTOR are sometimes referred to herein individual as the “Party,” and jointly as the “Parties.”

**RECITALS**

**WHEREAS**, the CITY desires to retain a qualified professional contractor to provide work for the landscaping portion of the Rio Hondo River Access Improvement Project – C.P. No. 924 (“PROJECT”); and

**WHEREAS**, on September 25, 2024, the CITY’s City Council (“City Council”) accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT; and

**WHEREAS**, CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS**

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the “CONTRACT DOCUMENTS” for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Project Manual and Special Provisions, Addendums, CONTRACTOR’s Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the “Agreement Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

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b. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. CONTRACTOR'S November 20, 2024, Proposal
3. Standard drawings
4. Details
5. Special provisions, if any
6. General specifications and all referenced specifications

### SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

### SECTION 3. TERM; AND TIME FOR COMPLETION

a. The work shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY. This Agreement shall expire on **June 30, 2025**, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional six (6) months upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by the CITY's applicable, department head.

### SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total lump sum amount of Three Hundred Ninety-Seven Thousand, Seven Hundred Sixty-Seven Dollars and 50/100 Cents (\$397,767.50) with a contingency amount of Thirty-Nine Thousand, Seven Hundred Seventy-Six Dollars and 75/100 Cents (\$39,776.75) for **a potential project amount not-to-exceed of Four Hundred Thirty-Seven Thousand, Five Hundred Forty-Four Dollars and 25/100 Cents (\$437,544.25)**, which is based on performing all of the work shown on CONTRACTOR's Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein

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retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

### **4.1. Progress Payments**

Progress Payments shall be made in accordance with section the General Provisions and the provisions of this SEC. 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure Section 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to SEC. 4.2 of this Agreement for retention of funds.

### **4.2. Retention of Funds**

Progress payments shall be made in accordance with the provisions of SEC. 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code Section 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

### **4.3. Substitution of Securities**

Pursuant to Public Contract Code Section 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

**SECTION 5. UNDOCUMENTED WORKERS**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

**SECTION 6. NOTICE TO PROCEED**

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **60** Working Days from the commencement thereof.

**SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS**

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
  1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
  2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase



in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

## **SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS**

### **8.1. CONTRACTOR License.**

CONTRACTOR shall possess a california CONTRACTOR's license type Class A, C8, C60 for the performance of the Project.

### **8.2. Ineligible CONTRACTOR Prohibited.**

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

### **8.3. Compliance with SB 854 Registration.**

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUB-CONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation Section 16451(d).

### **8.4. Trench and Pipeline Safety.**

If this Agreement is for more than \$25,000 and involves excavation of any trench five (5) feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

### **8.5. Utility Relocation.**

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

**8.6. Third Party Claims Notification.**

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

**8.7. Unfair Business Practices Claims.**

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

**8.8. Day's Work.**

CONTRACTOR acknowledges that under California Labor Code Sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Section 1810. (Labor Code Section 1813).

**8.9. Payroll Records.**

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Section 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Section 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Section 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

**8.10. Employment of Apprentices.**

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio

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of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under Section 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that CONTRACTORS and SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

#### **8.11. Records Audit**

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

### **SECTION 9. PREVAILING WAGES**

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations ("DIR") Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the DIR website and the Project site.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

### **SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS**

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a

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single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

## **SECTION 11. BONDS**

a. Surety Faithful Performance Bond shall be maintained for one (1) year after completion of the project.

## **SECTION 12. INSURANCE REQUIREMENTS**

a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S.

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mail or email to:

City of Montebello  
Attn: Risk Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Email: COI@montebelloca.gov

### SECTION 13. LIQUIDATED DAMAGES

- a. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the CITY and CONTRACTOR AGREE that in the event of any unreasonable delay in performance of this Agreement caused by CONTRACTOR, CONTRACTOR and its sureties shall be liable for and shall pay to the CITY the sum of **two thousand dollars (\$2,000)** as liquidated damages for each working day of delay in the performance of any service required hereunder. In addition, liquidated damages may be assessed for failure to comply with any emergency call out requirements described in the scope of services. The CITY may withhold from any moneys payable on account of services performed by CONTRACTOR any accrued liquidated damages.
- b. In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of **Two Thousand dollars (\$2,000)** as liquidated damages for each working day of delay in the performance of any service required hereunder.

### SECTION 14. DISPUTE RESOLUTION

#### 14.1. **Claims of \$375,000 or Less**

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with CONTRACTOR.

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- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

### **14.2 Public Contract Code 9204 Claims**

CONTRACTOR shall comply with the procedure set forth in Public Contract Code Section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

- 1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
- 2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
- 3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
- 4. After meet and confer, a disputed claim remaining shall be submitted to non-binding mediation.
- 5. All undisputed claims shall be paid within 60 days.

## **SECTION 15. TERMINATION.**

### **15.1. Termination for Convenience.**

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

### **15.2 Termination for Default.**

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the

satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

**15.3 Waiver of Remedies for any Breach.**

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

**SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

**SECTION 17. COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

**SECTION 18. NOTICE OF COMPLETION**

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los

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Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

### **SECTION 19. AUTHORITY**

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

### **SECTION 20. ENTIRE AGREEMENT**

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

### **SECTION 21. ATTORNEY'S FEES AND COSTS**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **SECTION 22. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

### **SECTION 23. NOTICE**



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All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To the CITY:                      City of Montebello  
                                         Attn: City Manager  
                                         1600 West Beverly Boulevard  
                                         Montebello, CA 90640  
                                         (323) 887-1200

With copy to:                      City of Montebello – Department of Public Works  
                                         Attn: Cesar Roldan, Director of Public Works  
                                         1600 West Beverly Boulevard  
                                         Montebello, CA 90640  
                                         (323) 887-1462  
                                         Email: [CRoldan@montebellocal.ca.gov](mailto:CRoldan@montebellocal.ca.gov)

To CONTRACTOR:                      Peter Delgado  
                                         Voltaire Engineering, Inc.  
                                         1460 Cambridge Avenue  
                                         Redlands, CA 92374  
                                         Phone: (909) 747-8414  
                                         Email: [voltairellc44@gmail.com](mailto:voltairellc44@gmail.com)

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

### **SECTION 24.                      PROHIBITION AGAINST ASSIGNMENT**

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of

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creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

**SECTION 25. CUMULATIVE REMEDIES**

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

**SECTION 26. COUNTERPARTS**

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**

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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

**CITY OF MONTEBELLO**  
("CITY")

**VOLTAIRE ENGINEERING, INC.**

By:

By:

\_\_\_\_\_  
Raul Alvarez, City Manager

\_\_\_\_\_  
Peter Delgado, CEO, CFO, SEC.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Contractor's Proposal

**EXHIBIT “A”**  
**Insurance Requirements**

## **INSURANCE REQUIREMENTS**

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

### **1. Comprehensive General Liability and Automobile Liability Insurance Coverage.**

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

### **2. Automobile Liability.**

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

### **3. Worker's Compensation.**

CONTRACTOR shall carry and maintain worker's compensation in the amount of

\$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

**4. Additional Insureds.**

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

**5. Notice of Cancellation.**

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

**6. Severability Clause.**

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

**7. Qualifications of Insurer.**

All policies of insurance shall be issued by an insurance company acceptable to the CITY and authorized to issue said policy in the State of California.

**8. Approval of Insurer.**

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by the CITY, provided that such approval shall not be unreasonably withheld.

**9. Payment of Premiums.**

All premiums on insurance policies shall be paid by CONTRACTOR making payment,

when due, directly to the insurance carrier, or in a manner agreed to by the CITY.

**10. Evidence of Insurance and Claims.**

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

**EXHIBIT “B”  
CONTRACTOR’S PROPOSAL**



PROPOSAL  
FOR  
**RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT**  
**C.P. No. 924**  
**Phase 1**

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as “AGENCY” or “City”

In accordance with the City’s Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the City’s notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City’s option, be considered null and void.

BID PROPOSAL

FOR

**RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT**

**C.P. No. 924**

**Phase 1**

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

**BASE BID SCHEDULE**

| ITEM NO.          | DESCRIPTION                                              | EST. QTY. | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|-------------------|----------------------------------------------------------|-----------|------|------------|-----------------|
| 1                 | Mobilization                                             | 1         | LS   | \$ 30000   | \$30000         |
| 2                 | Traffic Control                                          | 1         | LS   | \$ 6000    | \$6000          |
| 3                 | Implementation of BMPs                                   | 1         | LS   | \$ 1200    | \$1200          |
| <b>DEMOLITION</b> |                                                          |           |      |            |                 |
| 4                 | Demolition of landscaping (site clear & grub)            | 11,645.0  | SF   | \$ 3.50    | \$ 40757.50     |
| 5                 | Demolition of existing sign and footing                  | 1         | EA   | \$ 2200    | \$2200          |
| 6                 | Remove existing back flow, controller, and enclosure     | 1         | EA   | \$ 1200    | \$1200          |
| 7                 | Demo and remove existing tree/shrub                      | 1         | EA   | \$ 300     | \$300           |
| 8                 | Remove and demolish existing curb                        | 134       | LF   | \$ 5       | \$ 670          |
| 9                 | Remove and demolish existing irrigation systems          | 1         | LS   | \$ 5500    | \$5500          |
| 10                | Misc. demo and haul off                                  | 11,645.0  | SF   | \$ .60     | \$ 6987         |
| <b>CONCRETE</b>   |                                                          |           |      |            |                 |
| 11                | Shade Structure Concrete foundation, incl. reinforcement | 2.0       | CY   | \$ 2000    | \$4000          |
| 12                | Lighting footing, incl. in lighting cost                 | 1.0       | LS   | \$ 3000    | \$ 3000         |

| ITEM NO.           | DESCRIPTION                                                                                | EST. QTY. | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|--------------------|--------------------------------------------------------------------------------------------|-----------|------|------------|-----------------|
| <b>SPECIALTIES</b> |                                                                                            |           |      |            |                 |
| 13                 | Grant funded signage with 40" concrete footing and 12" subgrade                            | 1         | EA   | \$ 1000    | \$1000          |
| <b>FURNISHINGS</b> |                                                                                            |           |      |            |                 |
| 14                 | 8' Kay Park Recreation contour bench                                                       | 1         | EA   | \$ 1200    | \$1200          |
| 15                 | Wooden bike rest with concrete foundation                                                  | 1         | EA   | \$ 2800    | \$2800          |
| 16                 | 14' x 16' shade shelter, 9'-10' tall                                                       | 1         | EA   | \$ 14500   | \$14500         |
| 17                 | Picnic table                                                                               | 1         | EA   | \$ 2200    | \$2200          |
| 18                 | Horse hitching post with concrete foundation and subgrade                                  | 2         | EA   | \$ 2200    | \$4400          |
| 19                 | Dual stream waste receptacle                                                               | 1         | EA   | \$ 1500    | \$1500          |
| 20                 | Horse mounting block with concrete foundation and subgrade                                 | 2         | EA   | \$ 2200    | \$ 4400         |
| <b>PLUMBING</b>    |                                                                                            |           |      |            |                 |
| 21                 | Horse watering pole 6' with rock drainage layer                                            | 1         | EA   | \$ 3200    | \$ 3200         |
| 22                 | Global industrial outdoor drinking fountain and bottle fill with concrete footing subgrade | 1         | EA   | \$ 3300    | \$ 3300         |

| ITEM NO.                     | DESCRIPTION                                                           | EST. QTY. | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|------------------------------|-----------------------------------------------------------------------|-----------|------|------------|-----------------|
| <b>EARTHWORK</b>             |                                                                       |           |      |            |                 |
| 23                           | Geotechnical survey during construction                               | 11,645.0  | SF   | \$ 1       | \$ 11645        |
| 24                           | Rough grading - scrape and recompact top 24" of soil                  | 863.0     | CY   | \$ 42      | \$ 36326        |
| 25                           | Earthwork - cut                                                       | 65        | CY   | \$ 120     | \$ 7800         |
| 26                           | Earthwork - fill                                                      | 5         | CY   | \$ 220     | \$ 1100         |
| 27                           | Hauloff excess soils                                                  | 60        | CY   | \$ 65      | \$ 3900         |
| 28                           | Drainage swale grading                                                | 652.0     | SF   | \$ 10      | \$ 6520         |
| 29                           | Fiber roll 8" min. erosion limit line                                 | 474.0     | LF   | \$ 2       | \$ 948          |
| 30                           | Protect inlet with sand gravel bags - 2 bags high, 18" long 12" wide  | 28.0      | LF   | \$ 11      | \$ 308          |
| <b>EXTERIOR IMPROVEMENTS</b> |                                                                       |           |      |            |                 |
| 31                           | Stabilize decomposed granite - 12" sub grade, 4" decomposed granite   | 2,211.0   | SF   | \$ 5       | \$ 11055        |
| 32                           | Unstabilize decomposed granite - 12" sub grade, 4" decomposed granite | 205.0     | SF   | \$ 10      | \$ 2050         |
| 33                           | Landscape curb, 6"                                                    | 384.0     | LF   | \$ 18      | \$ 6912         |
| 34                           | Irrigation sub meter                                                  | 1         | EA   | \$ 2500    | \$2500          |
| 35                           | Irrigation controller                                                 | 1         | EA   | \$ 5500    | \$5500          |
| 36                           | Irrigation backflow prevention assembly                               | 1         | EA   | \$ 10500   | \$10500         |

| ITEM NO. | DESCRIPTION                           | EST. QTY. | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|----------|---------------------------------------|-----------|------|------------|-----------------|
| 37       | Domestic backflow prevention assembly | 1         | EA   | \$ 13000   | \$13000         |
| 38       | Master valve                          | 1         | EA   | \$ 1500    | \$ 1500         |
| 39       | Flow meter                            | 1         | EA   | \$ 1000    | \$1000          |
| 40       | Manifold ball valve                   | 4         | EA   | \$ 500     | \$ 2000         |
| 41       | Mainline isolation ball valve         | 5         | EA   | \$ 600     | \$3000          |
| 42       | Electric remote control valve         | 2         | EA   | \$ 600     | \$1200          |
| 43       | Drip remote valve                     | 4         | EA   | \$ 650     | \$2600          |
| 44       | Flush valve                           | 7         | EA   | \$ 100     | \$700           |
| 45       | Air vacuum relief valve               | 6         | EA   | \$ 100     | \$600           |
| 46       | Drip operation indicator              | 6         | EA   | \$ 75      | \$ 450          |
| 47       | Tree bubbler system                   | 4         | EA   | \$ 125     | \$500           |
| 48       | Rotator head                          | 7         | EA   | \$ 80      | \$560           |
| 49       | Quick coupling valve                  | 2         | EA   | \$ 400     | \$ 800          |
| 50       | Drip to PVC line transition fittings  | 11        | EA   | \$ 50      | \$550           |
| 51       | Irrigation main line, 1-1/2"          | 157       | LF   | \$ 75      | \$11775         |
| 52       | Irrigation main line, 2"              | 30        | LF   | \$ 120     | \$3600          |
| 53       | Irrigation lateral line               | 294       | LF   | \$ 10      | \$ 2940         |

| ITEM NO. | DESCRIPTION                                       | EST. QTY. | UNIT | UNIT PRICE | EXTENDED AMOUNT |
|----------|---------------------------------------------------|-----------|------|------------|-----------------|
| 54       | Copper piping, 1" UG                              | 139       | LF   | \$ 50      | \$ 6,950        |
| 55       | Irrigation wire                                   | 350       | LF   | \$ 3       | \$1050          |
| 56       | Irrigation wire conduit                           | 150       | LF   | \$ 10      | \$1500          |
| 57       | Pipe Sleeve                                       | 187       | LF   | \$ 25      | \$4675          |
| 58       | Subsurface drip irrigation area                   | 3828      | SF   | \$ 2.50    | \$ 9,570        |
| 59       | Soil preparation for planting                     | 5,440.0   | SF   | \$ 1       | \$5440          |
| 60       | 3" minimum layer of bark mulch in planting areas  | 5,440.0   | SF   | \$ 1.25    | \$6800          |
| 61       | Trees, CHI TAS, Pink dawn chitalpa tree, 24" box  | 2         | EA   | \$ 825     | \$1650          |
| 62       | Shrub, AGA ATT, foxtail agave 15 gal              | 9         | EA   | \$ 130     | \$1170          |
| 63       | Shrub, ALO STR, Coral aloe 1 gal                  | 58        | EA   | \$ 20      | \$1160          |
| 64       | Shrub, CEA YAN, Yankee point carmel creeper 1 gal | 45        | EA   | \$ 20      | \$ 900          |
| 65       | Shrub, ELY CON, Canyon prince wild rye 1 gal      | 71        | EA   | \$ 15      | \$1065          |
| 66       | Shrub, ERI FAS, Warriner lytle buckwheat 1 gal    | 78        | EA   | \$ 15      | \$ 1170         |
| 67       | Shrub, FRA CAL, California coffeeberry 1 gal      | 6         | EA   | \$ 15      | \$ 90           |
| 68       | Shrub, MUH CAP, Pink cloud pink muhly grass 1 gal | 54        | EA   | \$ 15      | \$ 810          |
| 69       | Ground covers, CAR WST, Berkeley sedge 1 gal      | 56        | EA   | \$ 15      | \$ 840          |
| 70       | Ground covers, JUN ELK, Spreading rush 1 gal      | 42        | EA   | \$ 15      | \$630           |

| ITEM NO.                                  | DESCRIPTION                                                                                                 | EST. QTY. | UNIT | UNIT PRICE | EXTENDED AMOUNT      |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------|------|------------|----------------------|
| 71                                        | Miscellaneous landscape scope incl. 90- day maintenance, plant material unloading/handling, and preparation | 5,440.0   | EA   | \$ 1.40    | \$ 7,616             |
| <b>DECORATIVE ROCK/STONE COBBLE MULCH</b> |                                                                                                             |           |      |            |                      |
| 72                                        | Gravel filled trench and filter fabric at drainage swale                                                    | 652.0     | SF   | \$ 4       | \$ 2608              |
| 73                                        | Stone cobble                                                                                                | 704.0     | SF   | \$ 5       | \$ 3520              |
| <b>UTILITIES</b>                          |                                                                                                             |           |      |            |                      |
| 74                                        | 6" HDPE pipe end section                                                                                    | 1         | EA   | \$ 2000    | \$ 2000              |
| 75                                        | Storm drain line - 4" perforated pipe at Swale                                                              | 165.0     | LF   | \$ 8       | \$ 1320              |
| 76                                        | Drain line from drinking fountain, drain pipe                                                               | 40.0      | LF   | \$ 35      | \$ 1400              |
| 77                                        | Panelboard - 120/240v, 1 PH, 100A incl. meter                                                               | 1         | EA   | \$ 6,500   | \$ 6,500             |
| 78                                        | Pole mounted LED light, 16' H - 170W, single head, incl. footing                                            | 2         | EA   | \$ 6,000   | \$ 12,000            |
| 79                                        | J-box                                                                                                       | 2         | EA   | \$ 2,200   | \$ 4,400             |
| 80                                        | UG Feeders - 3/4" Conduit w/ 2 #12 & 1 #12 wire incl. trench and backfill                                   | 93        | LF   | \$ 60      | \$ 5,580             |
| 81                                        | UG Feeders - 3/4" Conduit w/ 2 #8 & 1 #10 wire incl. trench and backfill                                    | 96.0      | LF   | \$ 70      | \$ 6,720             |
| 82                                        | UG Feeders - 1" Conduit w/ 2 #4 & 1 #8 GND wire incl. trench and backfill                                   | 38.0      | LF   | \$ 120     | \$ 4,560             |
|                                           |                                                                                                             |           |      |            |                      |
|                                           | <b>TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES</b>                                                            |           |      |            | <b>\$ 397,767.50</b> |



**TOTAL AMOUNT BID IN WORDS** \_\_\_\_\_

THREE HUNDRED NINETY SEVEN THOUSAND, SEVEN HUNDRED SIXTY SEVEN DOLLARS AND FIFTY CENTS.

\_\_\_\_\_ Dollars

  
\_\_\_\_\_  
Bidder's Signature

CEO, CFO, SEC.  
\_\_\_\_\_  
Title

VOLTAIRE ENGINEERING, INC  
\_\_\_\_\_  
Company Name

## DESIGNATION OF SUBCONTRACTORS

### **California Public Contract Code 6109**

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

### **California Public Contract Code 7104**

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

### Bidder's List of subcontractor

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:  
<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

| Subcontractor Name and Location                                                   | Line Item # & Description       | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number        |
|-----------------------------------------------------------------------------------|---------------------------------|--------------------|--------------------------------------|----------------------------------|
|                                                                                   |                                 |                    |                                      | DIR Reg Number                   |
| Name:<br>NEW VISION ELECTRIC<br>City, State<br>P.O BOX 19108 LOS ANGELES CA 90019 | 77,78,79,80,81,82<br>ELECTRICAL | 40,000             | 10%                                  | LIC# 1039078<br>DIR # 1000057582 |
| Name:<br>Marina Landscape<br>City, State 441 Commercial Way, La Habra ca          | #6,9,31,32-34,-75<br>LANDSCAPE  | 107,902            | 26.5%                                | LIC#492862<br>DIR#1000000079     |
| Name:<br><br>City, State                                                          |                                 |                    |                                      |                                  |
| Name:<br><br>City, State                                                          |                                 |                    |                                      |                                  |

|                          |  |  |  |  |
|--------------------------|--|--|--|--|
|                          |  |  |  |  |
| Name:<br><br>City, State |  |  |  |  |

## REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. PLEASE SEE ATTACHED.

\_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

| Contract amount | Type of work | Date completed |
|-----------------|--------------|----------------|
|-----------------|--------------|----------------|

- 2.

\_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

| Contract amount | Type of work | Date completed |
|-----------------|--------------|----------------|
|-----------------|--------------|----------------|

- 3.

\_\_\_\_\_  
Name and Address of Agency

\_\_\_\_\_  
Name and telephone number of person familiar with project

| Contract amount | Type of work | Date completed |
|-----------------|--------------|----------------|
|-----------------|--------------|----------------|

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

\_\_\_\_\_  
Orr and Associates Insurance Services

\_\_\_\_\_  
LIC 0E63493

\_\_\_\_\_  
28780 Single Oak Drive, Suite 255

\_\_\_\_\_  
Temecula, CA 92590

\_\_\_\_\_  
Phone: 800.311.3081

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder PETER DELGADO, proposed  
~~sub~~contractor VOLTAIRE ENGINEERING, INC., hereby certifies that he  
has ☒ has not ☐, participated in a previous contract or subcontract subject to the equal  
opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where  
required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal  
Contract Compliance, a Federal Government contracting or administering agency, or the former  
President's Committee on Equal Employment Opportunity, all reports due under the applicable filing  
requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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## PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not ☒ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No ☒

If the answer is yes, explain the circumstances in the following space.

### **Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---



**Non-collusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY / COUNTY of SAN BERNARDINO  
***DEPARTMENT OF PUBLIC WORKS.***

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) 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 any Federal 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.
- (2) 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 Federal 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 of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>2. Status of Federal Action:</b><br><input type="checkbox"/>                                                                                                                                                                                                                                                           | <b>3. Report Type:</b><br><input type="checkbox"/>                                                                  |
| b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                | b. initial award<br>c. post-award                                                                                                                                                                                                                                                                                         | b. material change<br><br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity</b><br><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known<br><br>Congressional District, if known                                                                                                                                                                                                                                                                                                                                                                 | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known                                                                                                                                                                                            |                                                                                                                     |
| <b>6. Federal Department/Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable _____                                                                                                                                                                                                                                       |                                                                                                                     |
| <b>8. Federal Action Number, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>9. Award Amount, if known:</b>                                                                                                                                                                                                                                                                                         |                                                                                                                     |
| <b>10. a. Name and Address of Lobby Entity</b><br>(If individual, last name, first name, MI)                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI)                                                                                                                                                                                                    |                                                                                                                     |
| (attach Continuation Sheet(s) if necessary)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |
| <b>11. Amount of Payment (check all that apply)</b><br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>13. Type of Payment (check all that apply)</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other, specify _____ |                                                                                                                     |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify: nature _____<br>value _____                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |
| <b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b><br><br>(attach Continuation Sheet(s) if necessary)    N/A                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |
| <b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |
| <b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually 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.</b> |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |
| Signature: <br>Print Name: <b>PETER DELGADO</b><br>Title: <b>CEO, CFO, SEC.</b><br>Telephone No.: <b>909-747-8414</b> Date: <b>11-18-24</b>                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |
| <b>Federal Use Only:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |
| Authorized for Local Reproduction<br>Standard Form - LLL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                           |                                                                                                                     |

## **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 covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to 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. Attach 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first 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 organization 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 identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant 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 commitments 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 influenced 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. 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. 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 officer(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 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 instruction, 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. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE  
FOR

**RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT**

**C.P. No. 924**

**Phase 1**

IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_

No ☒ \_\_\_\_\_

If the answer is yes, explain the circumstances in the space provided.

### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

### **AFFIRMATIVE ACTION CERTIFICATION**

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

### **NON-COLLUSION AFFIDAVIT**

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.



Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE  
BID BOND  
  
FOR  
  
RIO HONDO RIVER ACCESS IMPROVEMENT PROJECT  
  
C.P. No. 924  
  
Phase 1

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that Voltaire Engineering, Inc.  
1460 Cambridge Avenue, Redlands, CA 92374, as BIDDER, and Merchants Bonding  
Company (Mutual) - P.O. BOX 14498, DES MOINES, IA 50306 - 3498, as SURETY, are held and firmly  
bound unto the City of Montebello, as AGENCY, in the penal sum of Ten percent of the base  
bid plus the total amount of all additive alternatives  
dollars (\$ 10%), which is ten percent of the  
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which  
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to  
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is  
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor  
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this  
14th day of November, 20 24.

BIDDER\* Voltaire Engineering, Inc. - 1460 Cambridge Avenue, Redlands, CA 92374

SURETY\* Merchants Bonding Company (Mutual) - P.O. BOX 14498, DES MOINES, IA 50306 - 3498 (515) 243-8171

Christine M. Hrusovsky, Attorney-In-Fact, 595 E. Swedesford Rd., Suite 350, Wayne, PA 19087 215-646-2400  
Subscribed and sworn to this 14th day of November, 20 24.

NOTARY PUBLIC Gabriella Kay, Notary

\*Provide BIDDER/SURETY name, address and telephone number and the name, title, address  
and telephone number of authorized representative.



ACKNOWLEDGMENT

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

State of Pennsylvania  
County of Chester )

On November 14, 2024 before me, Gabriella Kay, Notary  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Gabriella Kay (Seal)

Commonwealth of Pennsylvania - Notary Seal  
Gabriella Kay, Notary Public  
Chester County  
My Commission Expires March 6, 2028  
Commission Number 1443504

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christine M Hrusovsky; Elizabeth P Cervini; Jamie K Geyer; John E Rosenberg; Kyle W Koziol

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

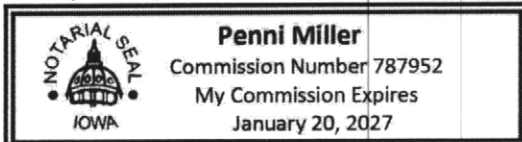
By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Penni Miller*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of November, 2024.



*Elisabeth Sandersfeld*

Secretary

POA 0018 (6/24)

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

**Merchants Bonding Company (Mutual)**

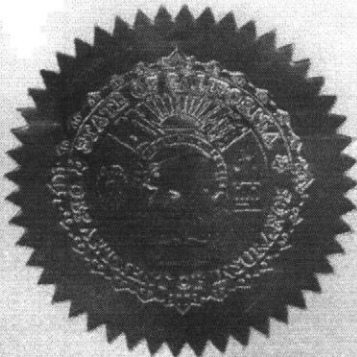
*of Iowa, organized under the laws of Iowa, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Surety, Liability, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 1<sup>st</sup> day of October, 2015, I have hereunto set my hand and caused my official seal to be affixed this 1<sup>st</sup> day of October, 2015.*



Dave Jones  
Insurance Commissioner

*Valerie Sarfaty*

Valerie Sarfaty  
for Nettie Hoge  
Chief Deputy

By

**NOTICE:**  
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

|                                              | Dec. 31, 2023  |
|----------------------------------------------|----------------|
| <b>Admitted Assets</b>                       |                |
| Bonds                                        | \$ 266,658,576 |
| Stocks                                       | 79,137,586     |
| Real Estate                                  | 11,336,981     |
| Cash and Short-Term Investments              | 33,996,939     |
| Other Invested Assets                        | 1,747,460      |
| Subtotal, Cash and Invested Assets           | 392,877,542    |
| Premiums in the Course of Collection         | 26,275,962     |
| Amounts Recoverable from Reinsurers          | 4,169,563      |
| Other Assets                                 | 26,965,581     |
| Total Admitted Assets                        | \$ 450,288,648 |
| <b>Liabilities &amp; Surplus</b>             |                |
| Losses and Loss Adjustment Expense Reserves  | \$ 39,798,114  |
| Unearned Premiums                            | 90,085,669     |
| Ceded Reinsurance Premiums Payable           | 9,084,115      |
| Other Liabilities                            | 40,376,952     |
| Total Liabilities                            | 179,344,850    |
| Unassigned Funds (Surplus)                   | 270,943,798    |
| Total Surplus                                | 270,943,798    |
| Total Liabilities and Policyholders' Surplus | \$ 450,288,648 |

I, Elisabeth Sandersfeld, Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2023, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer

3/22/2024

Date

street  
6700 Westown Parkway  
West Des Moines, IA 50266-7754

mailing  
P.O. Box 14498  
Des Moines, IA 50306-3498

toll free 800.678.8171  
local 515.243.8171  
fax 515.243.3854

email info@merchantsbonding.com  
website merchantsbonding.com

**ACKNOWLEDGMENT**

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

State of California  
County of San Bernardino

On 11-18-2024 before me, Francisco Carpio, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



BIDDER’S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder’s Name PETER DELGADO

Business Address: 1460 CAMBRIDGE AVE, REDLANDS CA 92374

Telephone 909-747-8414

State Contractor’s License No. and Class: 1120610

Original Date Issued 2005 Expiration Date 05/31/2026

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

PETER DELGADO, CEO, CFO, SEC. 1460 CAMBRIDGE AVE, REDLANDS CA 92374

EVETTE MENDOZA, VP. 1460 CAMBRIDGE AVE, REDLANDS CA 92374

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows: N/A

All current and prior DBA’s, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows: N/A

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 18<sup>th</sup> day of November, 2024.

BIDDER PETER DELGADO/VOLTAIRE ENGINEERING, INC.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

  
Signature of Contractor's Representative

PETER DELGADO  
Printed Name

CEO, CFO, SEC.  
Title

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_



# JURAT

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

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 18<sup>th</sup> day of November, 2024 by Peter Delgado

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bidder's Information  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 11-18-24

Additional information

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

**Non-collusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY / COUNTY of SAN BERNARDINO  
***DEPARTMENT OF PUBLIC WORKS.***

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

RIO HONDO ACCESS IMPROVEMENT

(Fill in description of contract)

VOLTAIRE ENGINEERING, INC.

Company

PETER DELGADO

Name of Bidder



Signature of Bidder

1460 CAMBRIDGE AVE

Business Address

REDLANDS CA 92374

City

State Zip Code

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_.

Notary Public in and for the County of

\_\_\_\_\_, State of California.

My Commission Expires \_\_\_\_\_, 20\_\_ \_\_.

# JURAT

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State of California

County of San Bernardino

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proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Seal)



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### DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 11-18-24

Additional information

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  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

# Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website:  
<http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

PETER DELGADO/VOLTAIRE ENGINEERING, INC.

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Contractor Name

DIR # PW-LR-1001073453

---

Contractor Department of Industrial Relations Registration Number:

6/30/2025

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Expiration Date of Registration Number

\*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) \*

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# VOLTAIRE ENGINEERING, INC.

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COMPLETED AND ON-GOING PROJECTS Instagram  
@VOLTAIRELLC44

10/10/2024

PETER DELGADO

CSLB # 1120610 Class. A.B.

DIR # PW-LR-1001073453

1460 Cambridge AVE

Redlands CA 92374

909-747-8414

Email. [voltairellc44@gmail.com](mailto:voltairellc44@gmail.com)

**Project: Santa Ana River Trail Improvements. Start 9/9/24 on going-**

Contract Amount: \$232,037.00

Elaine Radke, P.E. LEED-AP

Senior Engineer

City of Riverside/Public Works Department

Wastewater Division

5950 Acorn Street

Riverside, CA 92504

Direct: 951.351.6017

**Project: Berkshire Place Bridge over Flint Canyon Channel - Approach Barriers  
and Guard Rail: Start 8/5/24, completed 9/3/24**

Contract Amount: \$278,826.00

Maged El-Rabaa, P.E.

City Engineer

Public Works Department

City of La Cañada Flintridge

One Civic Center Drive

La Cañada Flintridge, CA 91011

Office: (818) 790-8882, Ext 205 | E: [cityengineer@lcf.ca.gov](mailto:cityengineer@lcf.ca.gov)

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**Pasadena Unified School District- 100% Completed 7/25/24 as a Sub for Building Resources Inc.**

Project Name: - **CAMPUS FIRE ALARM UPGRADES- Clearing & Grubbing of 25,000Sf of track, Remove & dispose of 462 tons of native soil. Import 560 Tons of Stabilized Decomposed Granite.**

Contract Amount: \$259,000 @VOLTAIRELLC44

Contact Person: Wendy Mojica, Project Director

Tel: 714-785-8195

**Perris Elementary School District- 100% Completed 6/21/24 as a Sub for Building Resources Inc.**

Project Name: - **CAMPUS FIRE ALARM UPGRADES- Demolition of 4 Modular buildings, Demo concrete, Demo asphalt, Over excavate and recompact.**

Contract Amount: \$221,000 @VOLTAIRELLC44

Contact Person: Wendy Mojica, Project Director

Tel: 714-785-8195

**City of Inglewood 100% Completed 6/4/23 IG @VOLTAIRELLC44**

Project Name: **"Vincent Park Soccer Field Parking Area Improvement Project"**

Contract Amount: \$198,049.88

Contact Person: Hung Nguyen-Hunter

Tel: 310-412-5111

**City of Corona Slope Repair Project IG 100 % Complete 5/30/24 @VOLTAIRELLC44**

Contract Amount: \$478,759.02

Tel: Alan Zhang Office: 951-736-2236

**City of Riverside 100% Complete 11/14/23 IG @VOLTAIRELLC44**

Project Name: Rustin Ave sidewalk improvements

Contract Amount: \$158,258.00

Contact Person: David Hatch, Chief construction Inspector

Tel: 951-826-5723

**City of Rancho Cucamonga 100% Complete 11/16/23 IG@VOLTAIRELLC44**

Project Name: Arbor Substation improvements

Contract Amount: \$497,512.00

Contact Person: Trina Valdez, Utilities Operations Supervisor

Tel: 909-774-4014

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**City of Inglewood 100% Completed 12/11/23 IG @VOLTAIRELLC44**

Project Name: VINCENT PARK DECOMPOSED GRANITE PROJECT, CB-23-16

Contract Amount: \$190,800

Contact Person: **Hung Nguyen-Hunter**

**Tel: 310-412-5111**

**County of Los Angeles Public Works 100% Complete. IG @VOLTAIRELLC44 as  
Sub for HHJ**

Project Name: Nicholas Canyon State Beach

Contract Amount: \$360,000

Contact Person: **Edward Kim, Project Manager**

**Tel: 818-335-3813**



Bid Results

| Rio Hondo AIP Estimate |                                                                                            |          |      |              |              | Aguilar & Calderon Corporation |              | Al's Engineering, Inc |              | ARC Construction Inc |              | Cali State Paving Inc |              | Estate Design and Construction Inc |              | KASA Construction Inc |              | R Dependable Const Inc |              | Ramco, General Engineering Contractors, Inc. |              | Urban Professional Builders Inc |              | Venture Construction & Management |              | Voltaire Engineering |              |
|------------------------|--------------------------------------------------------------------------------------------|----------|------|--------------|--------------|--------------------------------|--------------|-----------------------|--------------|----------------------|--------------|-----------------------|--------------|------------------------------------|--------------|-----------------------|--------------|------------------------|--------------|----------------------------------------------|--------------|---------------------------------|--------------|-----------------------------------|--------------|----------------------|--------------|
| ITEM No.               | ITEM DESCRIPTION                                                                           | QUANTITY | UNIT | UNIT PRICE   | TOTAL        | Unit Price                     | Total        | Unit Price            | Total        | Unit Price           | Total        | Unit Price            | Total        | Unit Price                         | Total        | Unit Price            | Total        | Unit Price             | Total        | Unit Price                                   | Total        | Unit Price                      | Total        | Unit Price                        | Total        | Unit Price           | Total        |
| GENERAL                |                                                                                            |          |      |              |              |                                |              |                       |              |                      |              |                       |              |                                    |              |                       |              |                        |              |                                              |              |                                 |              |                                   |              |                      |              |
| 1                      | Mobilization                                                                               | 1        | LS   |              |              | \$ 25,000.00                   | \$ 25,000.00 | \$ 7,500.00           | \$ 7,500.00  | \$ 40,800.00         | \$ 40,800.00 | \$ 30,000.00          | \$ 30,000.00 | \$ 16,051.53                       | \$ 16,051.53 | \$ 75,000.00          | \$ 75,000.00 | \$ 63,244.00           | \$ 63,244.00 | \$ 9,599.00                                  | \$ 9,599.00  | \$ 25,000.00                    | \$ 25,000.00 | \$ 24,000.00                      | \$ 24,000.00 | \$ 30,000.00         | \$ 30,000.00 |
| 2                      | Traffic Control                                                                            | 1        | LS   |              |              | \$ 5,400.00                    | \$ 5,400.00  | \$ 7,300.00           | \$ 7,300.00  | \$ 17,400.00         | \$ 17,400.00 | \$ 8,000.00           | \$ 8,000.00  | \$ 27,680.00                       | \$ 27,680.00 | \$ 3,000.00           | \$ 3,000.00  | \$ 25,000.00           | \$ 25,000.00 | \$ 8,550.00                                  | \$ 8,550.00  | \$ 4,000.00                     | \$ 4,000.00  | \$ 10,560.00                      | \$ 10,560.00 | \$ 6,000.00          | \$ 6,000.00  |
| 3                      | Implementation of BMPs                                                                     | 1        | LS   |              |              | \$ 4,750.00                    | \$ 4,750.00  | \$ 9,860.00           | \$ 9,860.00  | \$ 24,960.00         | \$ 24,960.00 | \$ 7,000.00           | \$ 7,000.00  | \$ 24,960.00                       | \$ 24,960.00 | \$ 4,500.00           | \$ 4,500.00  | \$ 5,000.00            | \$ 5,000.00  | \$ 5,725.00                                  | \$ 5,725.00  | \$ 9,000.00                     | \$ 9,000.00  | \$ 19,800.00                      | \$ 19,800.00 | \$ 1,200.00          | \$ 1,200.00  |
| DEMOLITION             |                                                                                            |          |      |              |              |                                |              |                       |              |                      |              |                       |              |                                    |              |                       |              |                        |              |                                              |              |                                 |              |                                   |              |                      |              |
| 4                      | Demolition of landscaping (site clear & grub)                                              | 11645    | SF   | \$ 0.50      | \$ 5,822.50  | \$ 0.87                        | \$ 10,131.15 | \$ 1.25               | \$ 14,556.25 | \$ 2.03              | \$ 23,639.35 | \$ 3.00               | \$ 34,935.00 | \$ 5.50                            | \$ 64,047.50 | \$ 1.50               | \$ 17,467.50 | \$ 1.80                | \$ 20,961.00 | \$ 1.25                                      | \$ 14,556.25 | \$ 2.00                         | \$ 23,290.00 | \$ 2.00                           | \$ 23,290.00 | \$ 3.50              | \$ 40,757.50 |
| 5                      | Demolition of existing sign and footing                                                    | 1        | EA   | \$ 2,000.00  | \$ 2,000.00  | \$ 5,500.00                    | \$ 5,500.00  | \$ 300.00             | \$ 300.00    | \$ 5,800.00          | \$ 5,800.00  | \$ 6,000.00           | \$ 6,000.00  | \$ 1,500.00                        | \$ 1,500.00  | \$ 2,800.00           | \$ 2,800.00  | \$ 2,500.00            | \$ 2,500.00  | \$ 7,749.00                                  | \$ 7,749.00  | \$ 3,000.00                     | \$ 3,000.00  | \$ 2,500.00                       | \$ 2,500.00  | \$ 2,200.00          | \$ 2,200.00  |
| 6                      | Remove existing back flow, controller, and enclosure                                       | 1        | EA   | \$ 1,000.00  | \$ 1,000.00  | \$ 5,250.00                    | \$ 5,250.00  | \$ 200.00             | \$ 200.00    | \$ 1,160.00          | \$ 1,160.00  | \$ 6,000.00           | \$ 6,000.00  | \$ 2,000.00                        | \$ 2,000.00  | \$ 650.00             | \$ 650.00    | \$ 1,500.00            | \$ 1,500.00  | \$ 5,581.00                                  | \$ 5,581.00  | \$ 1,000.00                     | \$ 1,000.00  | \$ 1,340.00                       | \$ 1,340.00  | \$ 1,200.00          | \$ 1,200.00  |
| 7                      | Demo and remove existing tree/shrub                                                        | 1        | EA   |              |              | \$ 5,100.00                    | \$ 5,100.00  | \$ 400.00             | \$ 400.00    | \$ 1,160.00          | \$ 1,160.00  | \$ 5,000.00           | \$ 5,000.00  | \$ 2,000.00                        | \$ 2,000.00  | \$ 500.00             | \$ 500.00    | \$ 4,000.00            | \$ 4,000.00  | \$ 1,223.00                                  | \$ 1,223.00  | \$ 1,000.00                     | \$ 1,000.00  | \$ 2,400.00                       | \$ 2,400.00  | \$ 300.00            | \$ 300.00    |
| 8                      | Remove and demolish existing curb                                                          | 134      | LF   | \$ 10.00     | \$ 1,340.00  | \$ 44.00                       | \$ 5,896.00  | \$ 18.00              | \$ 2,412.00  | \$ 40.60             | \$ 5,440.40  | \$ 30.00              | \$ 4,020.00  | \$ 15.00                           | \$ 2,010.00  | \$ 14.00              | \$ 1,876.00  | \$ 0.55                | \$ 73.70     | \$ 30.00                                     | \$ 4,020.00  | \$ 20.00                        | \$ 2,680.00  | \$ 44.00                          | \$ 5,896.00  | \$ 5.00              | \$ 670.00    |
| 9                      | Remove and demolish existing irrigation systems                                            | 1        | LS   | \$ 1,310.00  | \$ 1,310.00  | \$ 5,830.00                    | \$ 5,830.00  | \$ 7,085.00           | \$ 7,085.00  | \$ 2,900.00          | \$ 2,900.00  | \$ 5,000.00           | \$ 5,000.00  | \$ 2,860.00                        | \$ 2,860.00  | \$ 5,500.00           | \$ 5,500.00  | \$ 9,500.00            | \$ 9,500.00  | \$ 2,554.00                                  | \$ 2,554.00  | \$ 2,000.00                     | \$ 2,000.00  | \$ 1,330.00                       | \$ 1,330.00  | \$ 5,500.00          | \$ 5,500.00  |
| 10                     | Misc. demo and haul off                                                                    | 11645    | SF   | \$ 0.20      | \$ 2,329.00  | \$ 0.50                        | \$ 5,822.50  | \$ 0.80               | \$ 9,316.00  | \$ 1.16              | \$ 13,508.20 | \$ 1.00               | \$ 11,645.00 | \$ 4.00                            | \$ 46,580.00 | \$ 0.50               | \$ 5,822.50  | \$ 6.00                | \$ 69,870.00 | \$ 1.00                                      | \$ 11,645.00 | \$ 1.00                         | \$ 11,645.00 | \$ 0.80                           | \$ 9,316.00  | \$ 0.60              | \$ 6,987.00  |
| CONCRETE               |                                                                                            |          |      |              |              |                                |              |                       |              |                      |              |                       |              |                                    |              |                       |              |                        |              |                                              |              |                                 |              |                                   |              |                      |              |
| 11                     | Shade Structure Concrete foundation, incl. reinforcement                                   | 2        | CY   | \$ 1,500.00  | \$ 3,000.00  | \$ 7,200.00                    | \$ 14,400.00 | \$ 1,315.00           | \$ 2,630.00  | \$ 1,740.00          | \$ 3,480.00  | \$ 2,000.00           | \$ 4,000.00  | \$ 1,200.00                        | \$ 2,400.00  | \$ 1.00               | \$ 2.00      | \$ 15,000.00           | \$ 30,000.00 | \$ 4,724.00                                  | \$ 9,448.00  | \$ 3,000.00                     | \$ 6,000.00  | \$ 1,065.00                       | \$ 2,130.00  | \$ 2,000.00          | \$ 4,000.00  |
| 12                     | Lighting footing, incl. in lighting cost                                                   | 1        | LS   |              |              | \$ 21,000.00                   | \$ 21,000.00 | \$ 1,050.00           | \$ 1,050.00  | \$ 4,640.00          | \$ 4,640.00  | \$ 2,000.00           | \$ 2,000.00  | \$ 350.00                          | \$ 350.00    | \$ 1.00               | \$ 1.00      | \$ 4,000.00            | \$ 4,000.00  | \$ 8,550.00                                  | \$ 8,550.00  | \$ 4,000.00                     | \$ 4,000.00  | \$ 4,000.00                       | \$ 4,000.00  | \$ 3,000.00          | \$ 3,000.00  |
| SPECIALTIES            |                                                                                            |          |      |              |              |                                |              |                       |              |                      |              |                       |              |                                    |              |                       |              |                        |              |                                              |              |                                 |              |                                   |              |                      |              |
| 13                     | Grant funded signage with 40" concrete footing and 12" subgrade                            | 1        | EA   | \$ 1,200.00  | \$ 1,200.00  | \$ 11,500.00                   | \$ 11,500.00 | \$ 3,200.00           | \$ 3,200.00  | \$ 4,060.00          | \$ 4,060.00  | \$ 3,500.00           | \$ 3,500.00  | \$ 2,000.00                        | \$ 2,000.00  | \$ 750.00             | \$ 750.00    | \$ 5,000.00            | \$ 5,000.00  | \$ 12,524.00                                 | \$ 12,524.00 | \$ 5,000.00                     | \$ 5,000.00  | \$ 8,000.00                       | \$ 8,000.00  | \$ 1,000.00          | \$ 1,000.00  |
| FURNISHINGS            |                                                                                            |          |      |              |              |                                |              |                       |              |                      |              |                       |              |                                    |              |                       |              |                        |              |                                              |              |                                 |              |                                   |              |                      |              |
| 14                     | 8" Kay Park Recreation contour bench                                                       | 1        | EA   | \$ 2,650.00  | \$ 2,650.00  | \$ 2,100.00                    | \$ 2,100.00  | \$ 975.00             | \$ 975.00    | \$ 2,780.00          | \$ 2,780.00  | \$ 2,500.00           | \$ 2,500.00  | \$ 600.00                          | \$ 600.00    | \$ 2,500.00           | \$ 2,500.00  | \$ 2,500.00            | \$ 2,500.00  | \$ 3,271.00                                  | \$ 3,271.00  | \$ 6,000.00                     | \$ 6,000.00  | \$ 1,600.00                       | \$ 1,600.00  | \$ 1,200.00          | \$ 1,200.00  |
| 15                     | Wooden bike rest with concrete foundation                                                  | 1        | EA   | \$ 2,000.00  | \$ 2,000.00  | \$ 5,500.00                    | \$ 5,500.00  | \$ 4,425.00           | \$ 4,425.00  | \$ 6,728.00          | \$ 6,728.00  | \$ 3,500.00           | \$ 3,500.00  | \$ 800.00                          | \$ 800.00    | \$ 1,476.00           | \$ 1,476.00  | \$ 5,000.00            | \$ 5,000.00  | \$ 3,485.00                                  | \$ 3,485.00  | \$ 4,000.00                     | \$ 4,000.00  | \$ 2,000.00                       | \$ 2,000.00  | \$ 2,800.00          | \$ 2,800.00  |
| 16                     | 14' x 16' shade shelter, 9'-10" tall                                                       | 1        | EA   | \$ 12,760.00 | \$ 12,760.00 | \$ 27,500.00                   | \$ 27,500.00 | \$ 17,675.00          | \$ 17,675.00 | \$ 20,300.00         | \$ 20,300.00 | \$ 15,000.00          | \$ 15,000.00 | \$ 2,500.00                        | \$ 2,500.00  | \$ 19,000.00          | \$ 19,000.00 | \$ 11,000.00           | \$ 11,000.00 | \$ 11,999.00                                 | \$ 11,999.00 | \$ 19,000.00                    | \$ 19,000.00 | \$ 21,690.00                      | \$ 21,690.00 | \$ 14,500.00         | \$ 14,500.00 |
| 17                     | Picnic table                                                                               | 1        | EA   | \$ 1,590.00  | \$ 1,590.00  | \$ 5,450.00                    | \$ 5,450.00  | \$ 2,285.00           | \$ 2,285.00  | \$ 3,944.00          | \$ 3,944.00  | \$ 7,000.00           | \$ 7,000.00  | \$ 1,000.00                        | \$ 1,000.00  | \$ 2,800.00           | \$ 2,800.00  | \$ 4,000.00            | \$ 4,000.00  | \$ 3,622.00                                  | \$ 3,622.00  | \$ 6,000.00                     | \$ 6,000.00  | \$ 2,930.00                       | \$ 2,930.00  | \$ 2,200.00          | \$ 2,200.00  |
| 18                     | Horse hitching post with concrete foundation and subgrade                                  | 2        | EA   | \$ 1,800.00  | \$ 3,600.00  | \$ 1,665.00                    | \$ 3,330.00  | \$ 3,060.00           | \$ 6,120.00  | \$ 2,900.00          | \$ 5,800.00  | \$ 4,000.00           | \$ 8,000.00  | \$ 3,500.00                        | \$ 7,000.00  | \$ 2,100.00           | \$ 4,200.00  | \$ 2,000.00            | \$ 4,000.00  | \$ 3,255.00                                  | \$ 6,510.00  | \$ 4,000.00                     | \$ 8,000.00  | \$ 1,500.00                       | \$ 3,000.00  | \$ 2,200.00          | \$ 4,400.00  |
| 19                     | Dual stream waste receptacle                                                               | 1        | EA   | \$ 2,160.00  | \$ 2,160.00  | \$ 2,075.00                    | \$ 2,075.00  | \$ 2,825.00           | \$ 2,825.00  | \$ 2,552.00          | \$ 2,552.00  | \$ 3,500.00           | \$ 3,500.00  | \$ 3,000.00                        | \$ 3,000.00  | \$ 3,470.00           | \$ 3,470.00  | \$ 1,000.00            | \$ 1,000.00  | \$ 5,982.00                                  | \$ 5,982.00  | \$ 1,000.00                     | \$ 1,000.00  | \$ 4,000.00                       | \$ 4,000.00  | \$ 1,500.00          | \$ 1,500.00  |
| 20                     | Horse mounting block with concrete foundation and subgrade                                 | 2        | EA   | \$ 850.00    | \$ 1,700.00  | \$ 3,500.00                    | \$ 7,000.00  | \$ 2,085.00           | \$ 4,170.00  | \$ 4,060.00          | \$ 8,120.00  | \$ 3,500.00           | \$ 7,000.00  | \$ 1,500.00                        | \$ 3,000.00  | \$ 1,675.00           | \$ 3,350.00  | \$ 5,000.00            | \$ 10,000.00 | \$ 2,624.00                                  | \$ 5,248.00  | \$ 3,000.00                     | \$ 6,000.00  | \$ 1,065.00                       | \$ 2,130.00  | \$ 2,200.00          | \$ 4,400.00  |
| PLUMBING               |                                                                                            |          |      |              |              |                                |              |                       |              |                      |              |                       |              |                                    |              |                       |              |                        |              |                                              |              |                                 |              |                                   |              |                      |              |
| 21                     | Horse watering pole 6" with rock drainage layer                                            | 1        | EA   | \$ 1,250.00  | \$ 1,250.00  | \$ 7,550.00                    | \$ 7,550.00  | \$ 1,760.00           | \$ 1,760.00  | \$ 3,480.00          | \$ 3,480.00  | \$ 3,500.00           | \$ 3,500.00  | \$ 1,500.00                        | \$ 1,500.00  | \$ 3,775.00           | \$ 3,775.00  | \$ 10,000.00           | \$ 10,000.00 | \$ 7,957.00                                  | \$ 7,957.00  | \$ 3,000.00                     | \$ 3,000.00  | \$ 4,000.00                       | \$ 4,000.00  | \$ 3,200.00          | \$ 3,200.00  |
| 22                     | Global industrial outdoor drinking fountain and bottle fill with concrete footing subgrade | 1        | EA   | \$ 3,000.00  | \$ 3,000.00  | \$ 10,000.00                   | \$ 10,000.00 | \$ 4,950.00           | \$ 4,950.00  | \$ 8,120.00          | \$ 8,120.00  | \$ 10,000.00          | \$ 10,000.00 | \$ 3,000.00                        | \$ 3,000.00  | \$ 8,430.00</         |              |                        |              |                                              |              |                                 |              |                                   |              |                      |              |



**ITEM # 7**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** David Sosnowski, Director of Recreation and Community Services

**SUBJECT:** **ADOPT RESOLUTION NO. 24-90 ADOPTING AN ARTIFICIAL INTELLIGENCE USE POLICY FOR THE CITY OF MONTEBELLO**

**DATE:** December 5, 2024

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Adopt Resolution No. 24-90 adopting an Artificial Intelligence Use Policy ("AI Policy") for the City of Montebello; and
2. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

Approving the Artificial Intelligence Use Policy (Attachment B) does not create any immediate additional financial commitments to the City. Any future procurement of generative AI solution software will follow the City's standard procurement processes, and all procedures and practices outlined in the Policy and supporting documents will be the responsibility of current City employees.

**BACKGROUND/DISCUSSION:**

The City is committed to encouraging the use of emerging technologies that promote progress and innovation, increase organizational performance and quality service delivery, and serve the public good. In order to best protect the City in its use of this technology, staff, with the help of the City Attorney's Office developed the AI Policy that utilizes best practices and templates as identified and provided by the GovAI Coalition.

The GovAI Coalition is composed of government members from local, state, and federal agencies united in the mission to promote responsible and purposeful AI in the public sector. As government agencies look to AI to improve services, the GovAI Coalition strives towards a more just and beneficial technological future for all. AI tools have the potential to make government services more responsive, efficient, and accessible to all, while knowing and understanding the serious risks AI poses.

The City's AI Policy provides guidance for how to best utilize and take advantage of the benefits of AI while self-regulating use of AI to protect the City. This Policy establishes a comprehensive, yet flexible, governance structure for AI systems used by, or on behalf of, the City. This Policy enables the City to use AI systems for the benefit of the community while safeguarding against potential harm and risks. Staff can refer to the AI Policy for all matters relating to the City's AI usage, including purchasing, procurement, governance, incident response, and education.

**ENVIRONMENTAL IMPACT:**

N/A

**ANALYSIS:**

The AI Policy proposed provides rules and guidance for City staff to support responsible use of generative AI tools while spelling out specific guidance that is easy to understand and offers assistance in decision-making for all staff and potential AI users including, but not limited to, interns, consultants, contractors, partners, and volunteers who might be acquiring, designing, handling, or supporting the City's AI system or any third-party providing their services to the City with the use of an AI system.

The AI Policy ensures that when using an AI system, City staff or others working or servicing on behalf of the City, follow the guiding principles that showcase the values with regards to how the AI systems are acquired, configured, expanded, handled, or maintained. Furthermore, the AI Policy determines the roles and management in relation to the City's usage of the AI systems and establishes and sustains practices that configure and manage risks that are possible by the AI systems used by the City.

The AI Policy coordinates the AI systems preexisting data, security and privacy measures with those that match the City's current information and security practices and defines the prohibited uses of AI and establishes procedures to safely retire AI systems that the City no longer utilizes. The Policy details how AI systems may be used for authorized City plans that act in accordance with relevant local, state, and federal laws as well as existing agency policies.

The City's AI systems and the data contained therein will be purchased, configured, developed, operated, and maintained using the City's AI Policy Manual ("the Manual"). The Manual outlines the AI governance framework established by the City using templates and guidelines provided by the GovAI Coalition.

When the need to review and analyze a potential AI system for procurement and use is identified, staff will refer to the Manual (Attachment C) for guidance in matters related to AI usage which includes best practices and purchasing, procurement, governance, incident response, and education.

As technology, specifically generative AI, continues to evolve alongside the City's AI governance practices, this manual and related policies will be updated accordingly.

The Information Technology Division (DoIT) Director shall also designate the IT Division Manager to actively ensure the AI system is used in accordance with the Policy and the City's AI Policy Manual. The City's individual departments are responsible for following this Policy under the guidance of DoIT and following updates to this Policy and the Manual and shall check compliance with these documents at least annually.

**SUMMARY:**

The City Council will consider adopting Resolution No. 24-90 to adopt an Artificial Intelligence Use Policy for the City of Montebello.

**ATTACHMENT(S)**

1. Attachment A - Resolution -24-90 AI Use Policy
2. Attachment B - City of Montebello - Artificial Intelligence Policy
3. Attachment C - City of Montebello AI Policy Manual

**NEXT STEPS:**

N/A

**RESOLUTION NO. 24-90**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO,  
CALIFORNIA ADOPTING AN ARTIFICIAL INTELLIGENCE POLICY**

**RECITALS**

**WHEREAS**, the City of Montebello possesses the authority to establish administrative policies pursuant to its general powers under the California Constitution and state law, enabling it to govern municipal affairs effectively; and

**WHEREAS**, the City is committed to encouraging the use of emerging technologies that promote progress and innovation, increase organizational performance and quality service delivery, and serve the public good; and

**WHEREAS**, the City of Montebello is committed to responsible and ethical use of Artificial Intelligence (AI) through principles that ensure transparency, equity, accountability, and the protection of privacy in all AI-related activities conducted by the City and the community; and

**WHEREAS**, AI has evolved to Generative AI, systems capable of generating new content, such as images, text, audio, or videos, that imitates or is indistinguishable from human-created content. Generative AI systems are trained on large datasets and learn the underlying patterns and structures of the data. They can then generate new content that is similar to the examples they were trained on and may be indistinguishable from human-created content; and

**WHEREAS**, AI must be applied with great care as it also has the potential of perpetuating discrimination, social inequities, privacy violations, consent issues, security risks, environmental impacts, and deeper concentration of power, among many other potential negative impacts; and

**WHEREAS**, a well-planned AI use policy enables the City of Montebello to use AI systems for the benefit of the community while safeguarding against potential harms; and

**WHEREAS**, the City of Montebello conducted research in the AI use policy and located template materials for AI policies from GovAI Coalition. The GovAI Coalition is composed of government members from local, state, and federal agencies united in the mission to promote responsible and purposeful AI in the public sector and templates; and

**RESOLUTION NO. 24-90**

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**WHEREAS**, staff prepared a staff report and AI use policy, Artificial Intelligence (AI) Policy, as well as a policy manual, Artificial Intelligence (AI) Policy Manual, to assist with the implementation of the AI use Policy, that aligns with GovAI Coalition objectives and templates;

**WHEREAS**, the City of Montebello's AI Policy establishes a comprehensive, yet flexible, governance structure for AI systems used by, or on behalf of, the City of Montebello; and

**WHEREAS**, as advancements in AI technologies are presented the City Manager or designee will incorporate necessary updates and edits to the AI Policy that are in the best interest of the City; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

**SECTION 1.** That the City Clerk shall certify to the adoption of this Resolution; and

**SECTION 2.** The City Council hereby adopts the recitals set forth above as if fully set forth herein.

**APPROVED AND ADOPTED** this 5<sup>th</sup> day of December 2024.

\_\_\_\_\_  
Scarlet Peralta, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Jimenez, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman,  
City Attorney

**RESOLUTION NO. 24-90**

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STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    )  
CITY OF MONTEBELLO         )       SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-90 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 5<sup>th</sup> day of December 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



## Artificial Intelligence (AI) Policy

Effective Date: December 5, 2024



## **I. Purpose**

The City of Montebello's Artificial Intelligence Policy (Policy) establishes a comprehensive, yet flexible, governance structure for Artificial Intelligence (AI) systems used by, or on behalf of, the City of Montebello. This Policy enables the City of Montebello to use AI systems for the benefit of the community while safeguarding against potential harms.

The key objectives of this Policy are to:

- Provide guidance that is clear, easy to follow, and supports decision-making for the staff (full-time, part-time), interns, consultants, contractors, partners, and volunteers who may be purchasing, configuring, developing, operating, or maintaining the City of Montebello's AI systems or leveraging third-party AI systems to provide services to the City of Montebello;
- Ensure that when using AI systems, the City of Montebello or those operating on its behalf, adhere to the Guiding Principles that represent values with regards to how AI systems are purchased, configured, developed, operated, or maintained;
- Define roles and responsibilities related to the City of Montebello's usage of AI systems;
- Establish and maintain processes to assess and manage risks presented by AI systems used by the City of Montebello;
- Align the governance of AI systems with existing data governance, security, and privacy measures in accordance with the City of Montebello's current information and security best practices;
- Define prohibited uses of AI systems;
- Establish "sunset" procedures to safely retire AI systems that no longer meet the needs of the City of Montebello;
- Define how AI systems may be used for legitimate City of Montebello purposes in accordance with applicable local, state, and federal laws, and existing agency policies; and,
- Ensure the City of Montebello's AI systems and the data obtained, maintained, and generated in an AI system is purchased, configured, developed, operated, and utilized in adherence and consideration of the City of Montebello's AI Policy and Policy Manual.

## II. Scope

This Policy applies to:

1. All AI systems deployed by the City of Montebello; and
2. Staff (full-time, part-time), interns, consultants, contractors, partners, and volunteers who may be purchasing, configuring, developing, operating, or maintaining the City of Montebello's AI systems or who may be leveraging AI systems to provide services to the City of Montebello.

## III. Terms & Definitions

**Algorithm:** A series of logical steps through which an agent (typically a computer or software program) turns particular inputs into particular outputs.

**Algorithmic Review:** The process of reviewing a proposed AI technology's algorithmic system to evaluate compliance with the City's relevant information technology and privacy policies.

**Artificial Intelligence (AI):** "Artificial intelligence" or "AI" to be a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action. The City of Montebello defines an "AI system" to be any data system, software, hardware, application, tool, or utility that operates in whole or in part using AI.<sup>1</sup>

**AI System:** Any system, software, sensor, or process that automatically generates outputs including, but not limited to, predictions, recommendations, or decisions that augment or replace human decision-making. This extends to software, hardware, algorithms, and data generated by these systems, used to automate large-scale processes or analyze large data sets.

**Generative AI:** Generative AI refers to AI systems capable of generating new content, such as images, text, audio, or videos, that imitates or is indistinguishable from human-created content. Generative AI systems are trained on large datasets and learn the underlying patterns and structures of the data. They can then generate new content that is similar to the examples they were trained on and may be indistinguishable from human-created content.

**Human in the Loop (HITL):** The application of human oversight, intervention or review throughout the various stages of an AI system's decision-making process. HITL provides for

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<sup>1</sup> Definition from [United States Executive Order No. 14110 on Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence](#).

human oversight to ensure the AI's actions will align with desired outcomes and guiding principles for responsible use of AI.

**IT Governance:** The City's process that provides a formal framework to ensure that investments into Information Systems align digital strategy with business strategy.

Additional terms and definitions are provided in the AI Policy Manual.

## IV. Guiding Principles for Responsible AI Systems

These principles describe the City of Montebello's values with regards to how AI systems are purchased, configured, developed, operated, or maintained.

1. **Accountability:** Roles and responsibilities govern the deployment and maintenance of AI systems, and human oversight ensures adherence to relevant laws and regulations.
2. **Effectiveness:** AI systems are reliable, meet their objectives, and deliver precise and dependable outcomes for the utility and contexts in which they are deployed.
3. **Equity:** AI systems support equitable outcomes for everyone. Bias in AI systems is effectively managed with the intention of reducing harm for anyone impacted by its use.
4. **Human-Centered Design:** AI systems are developed and deployed with a human-centered approach that evaluates AI powered services for their impact on the public.
5. **Privacy:** Privacy is preserved in all AI systems by safeguarding personally identifiable information (PII) and sensitive data from unauthorized access, disclosure, and manipulation.
6. **Security & Safety:** AI systems maintain confidentiality, integrity, and availability through safeguards that prevent unauthorized access and use. Implementation of AI systems is reliable and safe, and minimizes risks to individuals, society, and the environment.
7. **Transparency:** The purpose and use of AI systems is proactively communicated and disclosed to the public. An AI system, its data sources, operational model, and policies that govern its use are understandable and documented.
8. **Workforce Empowerment:** Staff are empowered to use AI in their roles through education, training, and collaborations that promote participation and opportunity.

## V. Roles & Responsibilities

Several roles are responsible for enforcing this policy, outlined below.

- The **Information Technology Division (IT) Director** is responsible for directing the City of Montebello's technology resources, policies, projects, services, and coordinating the same with other City of Montebello departments. The IT Division Director shall designate the IT Division Manager to actively ensure AI systems are used in accordance with the City of Montebello's information and security best practices and policies. The IT Division Director shall also designate the IT Division Manager to actively ensure the AI system is used in accordance with this policy and the City of Montebello's AI Policy Manual.
- The **IT Division Manager** is responsible for overseeing the enterprise security infrastructure, cybersecurity operations, updating security policies, procedures, standards, guidelines, and monitoring policy compliance. The IT Division Manager is also responsible for overseeing the enterprise digital privacy practices, data processing practices, and responsible usage of technology in compliance with the City of Montebello's information and security best practices and policies. The IT Division Manager is responsible overseeing the privacy practices of AI systems used by or on behalf of City of Montebello departments. The IT Division Manager is further responsible for overseeing the procurement of AI systems and requiring vendors to comply with City of Montebello policy standards through contractual agreements.
- The **City of Montebello Departments** are responsible for following this policy and following updates to this policy and the City of Montebello AI Policy Manual, and shall check compliance with these documents at least annually.
- The **IT Division Director** shall notify City of Montebello departments when an update to this policy or the City of Montebello AI Policy Manual is released.
- The **City Attorney's Office** is responsible for advising of any legal issues or risks associated with AI systems usage by or on behalf of the City of Montebello departments.
- The **City Manager** may, at their discretion, inspect the usage of AI systems and require a department to alter or cease its usage of AI systems or a partner's usage of AI systems on behalf of the department.

## VI. Policy

When purchasing, configuring, developing, operating, or maintaining AI systems, the City of Montebello shall:

1. Uphold the Guiding Principles for Responsible AI Systems;
2. Conduct an AI Review to assess the potential risk of AI systems. The IT Division Manager is responsible for coordinating review of AI systems used by the City of Montebello as detailed in the City of Montebello AI Policy Manual;

3. Obtain technical documentation about AI systems using the City of Montebello AI FactSheet or create equivalent documentation if internally developing the AI system. The Department requesting procurement of the AI system is responsible for requiring vendors to complete the City of Montebello AI FactSheet;
4. Use the City's applicable processes to purchase, configure, develop, operate, and maintain City of Montebello AI systems and the data contained therein;
5. In the event of an incident involving the use of the AI system, the staff must immediately content the IT Division Manager. The IT Division Manager is responsible for overseeing the security practices of AI systems used by or on behalf of City of Montebello departments;
6. Follow policies for information security, data governance, and AI algorithmic review;
7. Ensure all content generated by Generative AI is reviewed by a human for accuracy and bias prior to being used, also known as "human in the loop" (HITL);
8. Comply with all applicable federal and state statutes, as well as the City of Montebello's Municipal Code; and,
9. This Policy does not change the requirement that employees perform the duties of their job classifications in accordance with Civil Service class specifications and applicable memoranda of understanding between the City and its recognized employee organizations. This Policy is not intended for employees to use AI technology for work that is outside of their job classifications.

## **Prohibited Uses**

Certain AI systems are prohibited because they process sensitive information and there is a higher risk that they can cause harm. This includes the following prohibited purposes:

- Real-time and covert biometric identification;
- Emotion analysis, or the use of computer vision techniques to classify human facial and body movements into certain emotions or sentiment (e.g., positive, negative, neutral, happy, angry, nervous);
- Generation of content or other uses that impersonate a person or organization in voice or likeness;
- Fully automated decisions that do not require any meaningful human oversight but substantially impact individuals;
- Social scoring, or the use of AI systems to track and classify individuals based on their behaviors, socioeconomic status, or personal characteristics;

- Cognitive behavioral manipulation of people or specific vulnerable groups; and,
- Autonomous weapons systems.

If City of Montebello staff become aware of an instance where an AI system has caused harm, staff must report the instance to their supervisor and the IT Division Manager.

### **Sunset Procedures**

If an AI system operated by the City of Montebello or on its behalf ceases to provide a positive utility to the City of Montebello's residents as determined by the IT Division Director, then the use of that AI system must be halted unless express exception is provided by the City Manager. If the abrupt cessation of the use of that AI system would significantly disrupt the delivery of City of Montebello services, usage of the AI system shall be gradually phased out over time.

### **Public Records**

The City of Montebello is subject to the California Public Records Act (PRA). City of Montebello staff must follow all current procedures for records retention and disclosure.

### **Policy Enforcement**

All employees and agents of the City of Montebello, whether permanent or temporary, interns, volunteers, contractors, consultants, vendors, and other third parties operating AI systems on behalf of the City of Montebello are required to abide by this Policy and the associated City of Montebello AI Policy Manual.

## **VII. Violations of the AI Policy**

Violations of any section of the AI Policy, including failure to comply with the City of Montebello AI Policy Manual, may be subject to disciplinary action, up to and including termination. Violations made by a third party while operating an AI system on behalf of the City of Montebello may result in a breach of contract and/or pursuit of damages. Infractions that violate local, state, federal or international law may be remanded to the proper authorities.

## **VIII. Acknowledgement**

The initial draft of this policy was developed through the coordinated efforts of over 150 state and local agencies in the GovAI Coalition who are dedicated to the responsible and purposeful use of AI that benefits all members of the community.

Approved:

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David Sosnowski,  
IT Division Director

---

Date

Approved for posting:

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Ramon Figueroa,  
Human Resources Director

---

Date

## ATTACHMENT C

The City of Montebello  
Artificial Intelligence (AI) Policy Manual / V 1.0



# AI Policy Manual

*City of Montebello*

Maintained and updated by:  
Division of Information Technology  
[DoIT@MontebelloCA.Gov](mailto:DoIT@MontebelloCA.Gov)

Last updated:  
November 25, 2024



## **ATTACHMENT C**

The City of Montebello  
Artificial Intelligence (AI) Policy Manual / V 1.0

## ATTACHMENT C

The City of Montebello  
Artificial Intelligence (AI) Policy Manual / V 1.0

### Purpose

The City of Montebello AI Policy Manual provides guidance on complying with the City of Montebello AI Policy. Refer to this manual for all City of Montebello artificial intelligence (AI) usage matters, including purchasing, procurement, governance, incident response, and education.

This document covers the following topics:

1. **AI Policy:** The foundational document for the City of Montebello's approach to AI; refer to the "City of Montebello Artificial Intelligence (AI) Policy".
2. **AI Review:** Required for all new technology procurements and data initiatives that involve an AI system; see "AI Review".
3. **AI Governance:** The framework for managing and monitoring the full lifecycle of all City of Montebello AI systems; see "Artificial Intelligence (AI) Governance".
4. **Domain-Specific Guidelines:** Guidance for City of Montebello staff in using specific types of AI as described below.

This document will continue to be updated to provide the latest information on the City of Montebello's AI Policy and practices.

## ATTACHMENT C

The City of Montebello  
Artificial Intelligence (AI) Policy Manual / V 1.0

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# Artificial Intelligence in Montebello

## Background

Nestled in the heart of the San Gabriel Valley just seven miles from Downtown Los Angeles, the City of Montebello has a history of using innovative solutions to provide impactful services to residents with limited public sector resources. In recent years, the City has explored the capabilities of artificial intelligence (AI) and machine learning systems to improve the delivery of City services and support data analytics. In response to the City's increased use of AI systems, the IT and Public Affairs Divisions have developed this Manual.

This Manual details the City of Montebello's AI governance established by the City of Montebello Artificial Intelligence (AI) Policy. As the City of Montebello's AI governance practices and the AI industry mature, the City of Montebello's relevant policies and this Manual will continue to evolve.

## Identifying AI

"AI" and "AI system" are defined in the City of Montebello Artificial Intelligence (AI) Policy. In practice, the City of Montebello uses a checklist of questions to identify AI systems.<sup>1</sup> Procurement officers who process technology proposals may make particular use of this checklist. A technology may be considered an "AI system" if it elicits positive answers to any of the following questions:

- Does the technology use data to provide predictions, recommendations, insights, or decisions?
- Does the technology augment or replace human decision-making?
- Does the company use words such as "personalized", "tailored", and "adaptive" in its marketing?

Although the City of Montebello may identify a technology as an AI system, not all AI systems require a full AI Review. Learn more about the medium and high-risk AI systems that require full review in the "AI Review Process: Step by Step, Step 2: Risk Analysis" section.

The figure below (see next page) illustrates the relationship between an algorithm and an AI system. Consider the example of an AI system designed to change traffic lights based on the presence of a bicyclist. While the algorithm's sole function is to identify a bicyclist, the AI system changes the traffic light to accommodate the bicyclist identified by the algorithm.

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<sup>1</sup> This checklist is inspired by [The EdTech Equity Project's school procurement guide](#).

## ATTACHMENT C

### The City of Montebello Artificial Intelligence (AI) Policy Manual / V 1.0

**Algorithm:** Determine if there is a person biking in the picture.

| Input                                                                             | Output        |
|-----------------------------------------------------------------------------------|---------------|
|  | Person biking |
|  | Nobody biking |
|  | Person biking |

**AI system:** Use a camera at a stop light to determine if the bike light should turn green.

| Camera footage                                                                    | Algorithm output | Decision                                                                            |
|-----------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------|
|  | Person biking    |  |
|  | Nobody biking    |  |
|  | Person biking    |  |

**Figure 1:** Example of an algorithm and an AI system. In this example the algorithm identifies if a bicyclist exists in the photo. That algorithm is then used in an AI system to turn a bike light green at an intersection.

## **ATTACHMENT C**

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Artificial Intelligence (AI) Policy Manual / V 1.0

# **AI Governance**

## **Governance Structure**

The governance of AI systems in the City of Montebello involves several actors, policies, and practices that work in coordination to ensure that the City of Montebello uses AI tools in a responsible manner. The diagram below explains the roles and responsibilities of actors in the City of Montebello who frequently participate in AI governance activities.

## **AI Policy Roles & Responsibilities**

### **Members of the public that your agency serves**

- The City of Montebello is ultimately accountable to the members of the public that it serves. For AI use cases that present a high potential risk, the City of Montebello aims to involve the public in the process of reviewing and deploying the AI system. In general, the City of Montebello aims to be transparent about how it uses AI with the broader public.

### **Final Authority**

- The City Manager is the highest and final authority that may need to be involved in certain high-risk applications of AI.

### **Escalated Authority**

- The IT Division Director approves AI-related policies set forth by the IT Division Manager (or equivalent) and, if applicable, sends them to the City Manager for final approval.
- The City Attorney's Office reviews AI-related policies from a legal perspective.
- The Department of Finance reviews all procurement requests. They may refer procurement requests to the IT Division Manager if the procurement seems to involve some technology or AI system.

### **Reviewing Authority**

- The IT Division Manager is the main actor in AI governance activities and is responsible for creating AI-related policies and guidance for the City of Montebello. The IT Division Manager is responsible for ensuring all procurement requests that involve an AI system are given an AI review.
- The IT Division Manager is responsible for ensuring technology procurement requests are reviewed from a cybersecurity perspective.

### **Department Stakeholders**

- Any City of Montebello Department may submit a procurement request for an AI system.
- Departments can propose pilots, ideas, or potential use cases of AI.

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- Departments may have a designated AI lead, responsible for interfacing with the IT Division Manager to ensure department is following City of Montebello practices. The AI lead also raises concerns from the Department around AI to the IT Division Manager.

## AI Review

### Introduction

In addition to the City of Montebello's privacy, cyber, infrastructure, and data review protocols, the IT Division Manager conducts an AI Review to ensure that the proposed AI system complies with the City of Montebello's AI Policy and relevant privacy policies (in consultation with the Attorney's Office). While not all steps of the City of Montebello's AI Review protocols may be necessary or appropriate for every project, the protocol provides the general review framework for any project.

It is important to note that throughout the product lifecycle of all AI systems, there should be a consistent and continuous review of the technology through a human-centric lens. Consistent review allows the City of Montebello to ensure that the AI system continues providing value and protecting against potential undetected harms and/or risks.

### What needs an AI Review?

Not all AI systems, whether out-of-the-box or customized, require a full-fledged AI Review.<sup>2</sup> Simple rule-based systems, which rely on a series of hard-coded conditional rules to produce one of multiple pre-defined outputs, may not be subject to the AI Review process. In contrast, algorithm-based systems, which rely on complex logic to make predictions based on patterns in a set of training data, are more frequently subject to the AI Review process, which includes generative AI systems<sup>3</sup>. As a general rule, AI systems should be reviewed quarterly.

Whether an AI system is subject to an AI Review also depends on the potential risk of the AI system in question. To classify the risk of an AI system, the IT Division Manager conducts a risk threshold assessment before initiating an AI review of a given proposal (see the

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<sup>2</sup> It is important to note that vendors contracted under professional, personal, or general consulting agreements may be using AI based tools on the City of Montebello's behalf. When evaluating professional services agreements, determine if the vendor may be using AI systems to generate reports, analyze data, or provide insights and request information about such systems. Depending on the circumstances, the City of Montebello may wish to also review such third-party AI systems in accordance with the same rules and policies described below.

<sup>3</sup> Be advised, any reference to an AI system also refers to generative AI systems herein, any related document(s), and/or document(s) created hereafter.

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subsection “Step 2: Risk Analysis” within the section “AI Review Process: Step by Step” for more information on the risk threshold assessment).

See the chart below for examples of AI systems that do and do not require an AI Review. **These examples are not exhaustive but rather are meant to guide and reinforce concepts.**

**Note: Sections in bold outlines recommended samples that require / do not require review before publication.**

| AI Review is <b>required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | AI Review is <b>optional</b>                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"><li>1. Predictive policing system that impacts the deployment of agency resources</li><li>2. Identity recognition based on one-to-many matching (e.g., license plate reader, facial recognition)</li><li>3. AI system that meets organizational thresholds that require an RFP according to City Municipal Code Section 3.20</li><li>4. Automated decision-making system that automates a decision which traditionally requires human review</li><li>5. AI systems that impact or integrate with infrastructure systems consistent with City of Montebello services (e.g., translation service for 311)</li></ol> | <ol style="list-style-type: none"><li>1. General website recommendations (e.g., recommended videos on the City of Montebello's YouTube channel)</li><li>2. Personalized notification system for City of Montebello events</li><li>3. Strictly rule-based logic (e.g., an accounting software to calculate taxes owed, a motion-detection based alarm system)</li></ol> |

**Figure 2:** An example list of AI systems that do and do not require an AI Review.

### **Sample Use Cases**

Below are a few sample use cases for generative AI (Gen AI). Please keep in mind that these are just example input prompts; they do not represent the only ways you can use Gen AI systems. The City of Montebello is still in the experimental phases and there are many use cases that are not known about yet.

1. **Write an internal memo.** Gen AI can write short documents that present an argument.

*Example input prompt: “Write a memo to the City Manager about the benefits of using Gen AI in city government.”*

|            |               |
|------------|---------------|
| <b>DO:</b> | <b>DON'T:</b> |
|------------|---------------|



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|                                                                                                               |                                                                                              |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Try to be specific in the prompt. If users give more context and direction, the answer becomes more relevant. | Do not include any sensitive or confidential information in the prompt.                      |
| Request different versions of the same sentence until you find what works best. Be creative!                  | Do not rely on Gen AI to provide error-free answers.                                         |
| Fact check and proofread the output.                                                                          | <b><i>Do not send without human proofreading and fact-checking cites and references.</i></b> |
| Cite your use of Gen AI in the memo.                                                                          | <b><i>Submit to supervisor for final approval before submitting as final.</i></b>            |

2. **Summarize information.** Gen AI can condense long pieces of information into bullet points or notes.

*Example input prompt: "Write a one-page summary of the following report (insert text here)."*

| <b>DO:</b>                                                         | <b>DON'T:</b>                                                                                |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Specify to whom the summary is intended for.                       | Do not include any sensitive or confidential information in the prompt.                      |
| Provide the text you would like summarized.                        | <b><i>Do not send without human proofreading and fact-checking cites and references.</i></b> |
| Fact check and proofread the output.                               | <b><i>Submit to supervisor for final approval before submitting as final.</i></b>            |
| Cite use of Gen AI if a substantial portion of the output is used. |                                                                                              |

3. **\*Create content for external use.** Gen AI can create social media content at the request of the user. However, doing so requires an additional review process. See below for the two-tier review process. *\*This case example applies exclusively to the Public Affairs Division.*

*Example input prompt: "Create an Instagram post for our new Generative AI Guidance."*

| <b>DO:</b>                                           | <b>DON'T:</b>                                                           |
|------------------------------------------------------|-------------------------------------------------------------------------|
| Specify to whom the content is meant for.            | Do not include any sensitive or confidential information in the prompt. |
| Specify which social media outlet the user will use. | Do not use the output as the final version without human review.        |

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|                                                                                               |                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Review and check the output for any cultural, racial, religious, social, and economic biases. | Do not accept any outputs that contain offensive or harmful language towards people, particularly vulnerable residents that are susceptible to harm including, but not limited to, ethnic and racial groups, individuals of various gender expressions, and others. |
| Make sure that any content adheres to the City's current Social Media Policy.                 | <b><i>Do not send without human proofreading and fact-checking cites and references.</i></b>                                                                                                                                                                        |
|                                                                                               | <b><i>Submit to supervisor for final approval before submitting as final.</i></b>                                                                                                                                                                                   |

Two-tier review process: Any use of Gen AI for the purposes of social media content creation requires a two-tier review process before implementation.

Step 1: Staff using Gen AI for social media content creation must review and edit the Gen AI-created content.

Step 2: A secondary City staff member within the Public Affairs Division will review the Gen AI created content for final review before official use of the content (i.e., allowing the content to go "live").

4. **Language translation.** Gen AI can help you draft content in another language. However, doing so requires an additional review process. See below for the two-tier review process.

*Example input prompt:* "Translate (insert text) into Spanish, Khmer and Tagalog."

| <b>DO:</b>                                                              | <b>DON'T:</b>                                                                                                             |
|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Specify the audience.                                                   | Do not include any sensitive confidential information in the prompt.                                                      |
| Specify the language and dialect the user wants the text translated to. | Do not use content in a language the user does not understand before consulting someone with proficiency in the language. |
|                                                                         | <b><i>Do not send without human proofreading and fact-checking cites and references.</i></b>                              |
|                                                                         | <b><i>Submit to supervisor for final approval before submitting as final.</i></b>                                         |

Two-tier review process: Any use of Gen AI for the purposes of language translation from English to any other language requires a two-tier review process before implementation.

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Step 1: Staff using Gen AI for language translation must send the Gen AI-created language translation to a City staff member who is bilingual certified for review. The bilingual certified staff member does not need to be from the same department as the staff member who created the Gen AI language translation content. The bilingual certified staff member must review the Gen AI language translation content and submit to the requesting staff member for edits within 5 days of receiving the request.

Step 2: Requesting staff member must complete final edits to the Gen AI language translation content as recommended from the bilingual certified staff member before official use of the content (i.e., allowing the content to go “live”).

5. **Analyze information.** Gen AI can conduct predictive analyses with data the user provides.

*Example input prompt: “Analyze the following survey results (insert data).”*

| <b>DO:</b>                                                                                                      | <b>DON'T:</b>                                                                                |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Provide the survey data for analysis.                                                                           | Do not include any sensitive and/or confidential information in the prompt.                  |
| Use AI findings as starting point for deeper investigation.                                                     | Do not rely solely on AI predictions for critical decisions.                                 |
| Collaborate with data science experts to interpret AI analysis.                                                 | Do not overlook the need for ongoing human monitoring and interaction.                       |
| Cite that you used Gen AI for analysis if you used the content produced in your final report or communications. | <b><i>Do not send without human proofreading and fact-checking cites and references.</i></b> |
|                                                                                                                 | <b><i>Submit to supervisor for final approval before submitting as final.</i></b>            |

### **How to Cite**

Citing the use of Gen AI is more than a best practice, it is a powerful way to communicate to the user’s audience how Gen AI is improving the user’s work. **Citing a user’s use of Gen AI is easy and shows that the user is an early adopter!**

Gen AI can be cited as a statement within the document, or as a footnote, endnote, or header. Citations for content created by Gen AI should include the following:

1. GEN AI SYSTEM: Name of the Gen AI system (ChatGPT, Google Bard, Midjourney, etc.)
2. DD/M M/YYYY: Date when content was generated.

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3. Confirmation that the information was fact checked by the user.
4. *Optional*: State whether content is unmodified from the Gen AI system.

Example cites:

1. In text citation example unmodified:

*"This document was drafted with support from (GEN AI SYSTEM) on DD/MM/YYYY. The content was fact checked by City staff. This information is unmodified."*

2. In text citation example modified:

*"This email was drafted with support from (GEN AI SYSTEM) on DD/MM/YYYY. The content was edited for brevity and fact checked by City staff."*

3. Footnote/endnote/header example:

*"(GEN AI SYSTEM, DD/MM/YY. Fact checked by City staff.)"*

### **How to Opt Out of Data Collection**

Some Gen AI systems offer the option to opt out of data collection, and the City encourages users to do so whenever possible. One Gen AI system that allows users to opt out is ChatGPT. Once a user opts out of data collection, their information does not get used to train the AI system. Then, a user's chat history does not impact future conversations with the AI system and conversations with ChatGPT get deleted after 30 days.

Should a user need further assistance with opting out of any Gen AI system, please contact the Division of IT at [DoIT@montebelloca.gov](mailto:DoIT@montebelloca.gov).

### **AI Review Framework: At a Glance**

The AI Review Framework guides the City of Montebello in reviewing AI systems during the procurement process. The Framework outlines the actions that AI governance practitioners should take from the early project proposal stage to final approval and ongoing monitoring of the AI system.

To understand how the AI Review process is adapted for Request for Proposals (RFP), refer to the section "Request for Proposals (RFP) AI Review Protocol".

- 1. Procurement Request or Existing Application Update:**

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Departments seeking to procure an AI system first engage the IT Division Manager to discuss their technology proposal. Departments should provide existing material related to the project, including details on project purpose, data collected and specific uses and benefits of automating a process, recommendation, or decision.

#### 2. Risk Analysis:

The IT Division Manager conducts an “AI Risk Threshold Analysis” to assess the risk of the proposed AI system and to determine if the project necessitates a full-fledged assessment. Step 2 below provides further guidance and examples of risk on a gradient scale from low-risk to high-risk.<sup>4</sup>

#### 3. Assessment:

The IT Division Manager facilitates the following steps to evaluate the potential risks and benefits of the proposed AI system.

The following steps should be adhered to in accordance with the City of Montebello’s risk tolerance:

- a. **Algorithmic Impact Assessment (AIA) Form:** The department(s) completes the required AIA Form, or equivalent.
- b. **AI FactSheet:** The vendor completes the required AI FactSheet. The IT Division Manager may work with the vendor to obtain more details about the AI system. Equivalent information should be provided if the AI system is developed internally.
  - i. **If request involves a Request for Proposals (RFP):** The vendor may not be determined at this time. Require potential vendor(s) to complete the AI FactSheet. See “Request for Proposals (RFP) AI Review Protocol” for guidance on RFP questions.

#### 4. Final Review:

Projects are reviewed by the IT Division Manager. The IT Division Manager provides assessment, approval/denial, and/or recommendations.

At the IT Division Director’s discretion, a review may rise to a relevant review by the IT Department Director.

#### 5. Pre-Launch Preparation:

- a. **Data Usage Protocol:** Medium-risk and high-risk AI systems may necessitate a Data Usage Protocol to govern the collection, access, processing, and sharing

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<sup>4</sup> It is important for the City of Montebello to understand and document its risk tolerance for AI systems. Key considerations that may be helpful for assessing an institution’s risk tolerance include:

- What experience does City of Montebello have with AI?
- What are City of Montebello's existing risk management frameworks and practices?
- Who are the key stakeholders involved in City of Montebello's AI strategy?
- Are there any specific regulations or policies that will influence City of Montebello's use of AI?

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- of data around the AI system to ensure that the project complies with the City of Montebello's existing Digital Privacy Policies, or equivalent.
- b. **AI Inventory:** The approved project proposal is added to a publicly viewable online inventory of the AI systems deployed by the City of Montebello.<sup>5</sup> The AIA Form and AI FactSheet are made publicly available online. The IT Division Manager regularly updates the AI Inventory as new AI systems are adopted and archives old systems as they are phased out of use.
  - c. **Training:** Users of the approved AI system are given training to properly deploy, operate, and maintain the technology. Training is often provided by the vendor or other third party.

### AI Review Framework: Step-by-Step

The previous section provided a high-level summary of the AI Review Framework. In this section, each of the seven steps that comprise the AI Review Framework are explained in greater detail.

#### Step 1: Proposal

An AI Review is triggered when a City of Montebello Department submits a procurement request for a technology involving an AI system. An AI Review can also be initiated when a vendor has made updates to a product's functionality or released a new version of the AI system. An AI Review can be formally initiated through the IT Division.

For a consultation on potential projects, to initiate an informal "AI Risk Threshold Analysis", or to ask any questions, contact the IT Division directly at [doit@montebellocity.gov](mailto:doit@montebellocity.gov). To see a list of AI systems currently used by the City of Montebello, refer to the online AI Inventory here <https://montebellocity.gov/IT>

#### Step 2: Risk Analysis

The City of Montebello will conduct a risk analysis on the proposal to determine if a full-fledged review is required for the system. The review will be overseen by the IT Division Manager.

[There are many different approaches to evaluating AI risk. Prevailing approaches include tiered risk systems<sup>5</sup> (e.g., red light, yellow light, green light method) and principle-based risk analysis<sup>6</sup> (e.g., AI ethics nutrition label).]

The City of Montebello aligns its approach to risk with the National Institute for Standards and Technology (NIST) Artificial Intelligence Risk Management Framework (AI RMF). While the NIST AI RMF does not necessarily describe exactly *how* to evaluate AI risk, the AI RMF

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<sup>5</sup> <https://mitsloan.mit.edu/ideas-made-to-matter/a-framework-assessing-ai-risk>

<sup>6</sup> [https://www.bertelsmann-stiftung.de/fileadmin/files/BSt/Publikationen/GrauePublikationen/WKIO\\_2020\\_final.pdf](https://www.bertelsmann-stiftung.de/fileadmin/files/BSt/Publikationen/GrauePublikationen/WKIO_2020_final.pdf)

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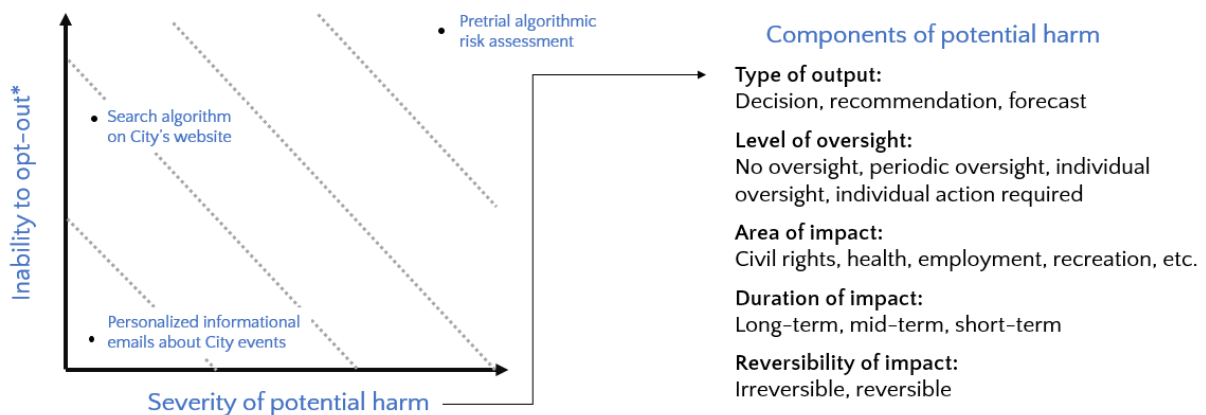
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defines characteristics of trustworthy AI and provides important guidance for organizations that seek to build governance and risk management processes for AI systems.<sup>7</sup>

While there are many methods to evaluating AI risk, the approach outlined below is designed to be easily implemented by public sector practitioners. Those working in the public sector are often constrained by scarce resources and limited personnel capacity. The AI Risk Threshold Analysis is intended to be a practical tool that balances real-world constraints with the need to adequately ascertain the risk of an AI system.

In the AI Risk Threshold Analysis model, the impacted individual's inability to opt-out of the use of the AI system and the severity of potential harm of the AI system are the two main factors for evaluating AI risk (see Figure 4).<sup>8</sup>

### AI Risk Threshold Analysis



Consider: How severe is the potential harm of the AI system if it is inaccurate, includes harmful bias, is not privacy-respecting, etc.?

**Figure 4:** The risk of an AI system can be estimated by identifying the impacted individual's inability to opt-out of the use of the AI system and the severity of potential harm posed by the system.

The components of potential harm consist of the type of output, the level of oversight, the area of impact, the duration of impact, and the reversibility of the impact. In Figure 4, the risk level of each component of potential harm *decreases* from left to right. For example, for type of output, “decisions” are higher risk than “forecasts”; for level of oversight, “no oversight” is higher risk than “individual action required”; for area of impact, “impacts on civil rights” are higher risk than “recreational impacts”.

<sup>7</sup> NIST AI Risk Management Framework: <https://www.nist.gov/itl/ai-risk-management-framework> and example applications: <https://airc.nist.gov/Usecases>.

<sup>8</sup> The AI Risk Threshold Analysis model is partly inspired by the risk matrix found in AI Ethics Impact Group's “From Principles to Practice: An interdisciplinary framework to operationalize AI ethics”. [https://www.bertelsmann-stiftung.de/fileadmin/files/BSt/Publikationen/GrauePublikationen/WKIO\\_2020\\_final.pdf](https://www.bertelsmann-stiftung.de/fileadmin/files/BSt/Publikationen/GrauePublikationen/WKIO_2020_final.pdf)

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Although the AI Risk Threshold Analysis provides a systematic method for evaluating AI risk, estimating the risk of an AI system will vary for each context. For example, the distinction between a short-term and mid-term impact can be unclear and context-dependent; should a duration of one month be considered a short-term or a mid-term impact? The answer will depend on the unique context in which the AI system is being deployed and on the values of the community (see “Step 4: Public Engagement”). Is an AI-powered chatbot that leverages ChatGPT to provide residents information about applying to social welfare programs a mid-risk or a high-risk system? Again, the answer is highly context-dependent and requires the contextual and subject matter expertise of the IT Division Manager.

It is possible for an AI system to simultaneously possess characteristics typically associated with both mid-risk AI systems *and* characteristics typically associated with high-risk AI systems. Categorizing these complex sociotechnical manifestations of risk is not always straightforward and requires the discretion of the practitioner conducting the risk analysis. When the risk level of an AI system is unclear, a good rule of thumb is to default to the higher risk categorization and conduct a full-fledged AI Review.

While estimating AI risk is not clearcut and requires the discretion of the IT Division Manager, it can nevertheless be helpful when triaging risk to reference characteristics typically associated with low-, mid-, or high-risk AI systems. The tables below feature characteristics that tend to be associated with low-, mid-, and high-risk AI systems, along with examples of each risk archetype commonly found in the public sector. The tables below are non-exhaustive and are intended to aid practitioners in thinking about AI risk.

| Low-risk AI Systems    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>     | <b>Low-risk:</b> AI system that involves an opt-in approach to a person being subject to the system. The system generates predictions but does not automate decision-making and involves anonymized information used to provide general improvements to the City of Montebello. Notice is provided upon collection if any personal information is involved. The effects or impacts of the system are reversible, and typically short-term.                                                                                                                |
| <b>Characteristics</b> | <ul style="list-style-type: none"><li>• <b>Data Collection:</b> Notice is provided upon collection if any personal information is involved, as well as documentation to support the safe storage and handling of data.</li><li>• <b>Inferential:</b> AI System provides analysis, insights, or predictions but these are for informational purposes only and are not tied to automated decision-making.</li><li>• <b>Negligible impact on humans:</b> The AI system is used for non-critical tasks with no negative material impact for humans.</li></ul> |



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|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | <ul style="list-style-type: none"> <li>• <b>Mundane applications:</b> The AI assists with routine tasks like text completion.</li> <li>• <b>Accuracy and Validity:</b> Accuracy and validity metrics for the AI system are known.</li> <li>• <b>Transparency:</b> Access to appropriate levels of information based on the stage of the AI system's lifecycle is provided and tailored to the role or knowledge of individuals interacting with the AI system.</li> <li>• <b>Explainable and interpretable:</b> The meaning of the AI system's output(s) is understood in the context of its designed functional purpose.</li> </ul>                                  |
| <b>Examples of low-risk AI systems</b> | <ul style="list-style-type: none"> <li>• Software that generates a comprehensive profile of a client by aggregating inputted data.</li> <li>• A process that matches users to a basic administrative outcome such as time slots for appointments or next available client services specialist.</li> <li>• A system or tool that permits the operations of basic computer processes such as opening programs, sending electronic communications, autocorrecting, or using a calculator.</li> <li>• The use of generative AI for general research purposes, where the outputs are not included in public documents, policies, or decision-making frameworks.</li> </ul> |

| <b>Medium-risk AI Systems</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>            | <p><b>Medium-risk:</b> AI system that involves identifiable information to provide targeted government services desired by the data owner with periodic oversight. Notice is provided at time of collection and often requires written consent. The system may have a short- to medium-term impact on quality-of-life factors.</p>                                                                                                                                                                                                                                                                                                                      |
| <b>Characteristics</b>        | <ul style="list-style-type: none"> <li>• <b>Data Collection:</b> Notice is provided upon collection of sensitive personal information, but it is unknown how data is stored and handled.</li> <li>• <b>Opt-out consent:</b> Users are automatically enrolled unless they actively choose to opt out.</li> <li>• <b>Accuracy and Validity:</b> Accuracy and validity metrics for the AI system are mostly known.</li> <li>• <b>Transparency:</b> Access to appropriate levels of information based on the stage of the AI Systems lifecycle is somewhat provided and tailored to general roles of individuals interacting with the AI system.</li> </ul> |

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|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | <ul style="list-style-type: none"> <li>• <b>Explainable and interpretable:</b> To a limited extent, the output(s) can be related back to inputs and model assumptions.</li> <li>• <b>Human Oversight:</b> The AI system offers suggestions, insights or predictions, but humans retain final decision-making power.</li> <li>• <b>Economic impact:</b> Has minor impact on workforce and economic opportunity.</li> <li>• <b>Periodic oversight:</b> Human monitoring occurs at intervals, not continuously.</li> <li>• <b>Moderate impact:</b> The AI system may temporarily impact quality of life, but has minimal long-term risks, such as economic, legal, or reputational consequences.</li> </ul>                                        |
| <b>Examples of mid-risk AI systems</b> | <ul style="list-style-type: none"> <li>• Recruiting software that recommends relevant job openings to candidates based on their skills and experience, and final hiring decisions remain with human recruiters.</li> <li>• An AI model that evaluates loan applications based on financial data, but human loan officers make the final approval or denial decisions.</li> <li>• Marketing and advertising software that tailors ads to users' interests based on online behavior, while users retain control over their data and opt-out options.</li> <li>• A tutoring software that tailors learning based on student data, however the student or the student's parents can choose the learning pathway and material difficulty.</li> </ul> |

| <b>High-risk AI Systems</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>          | <b>High-risk:</b> AI system that is potentially rights-impacting or safety-impacting within areas such as: critical infrastructure, biometrics, legal representation, and highly sensitive personal information traditionally kept hidden, like Social Security Numbers, credit card numbers, etc. The high-risk system may automate decision-making, have significant material impact on quality-of-life, and be subject to minimal or no human oversight.                                      |
| <b>Characteristics</b>      | <ul style="list-style-type: none"> <li>• <b>Compulsory:</b> Users have no opt-out option and are automatically subjected to the AI system.</li> <li>• <b>Data Collection:</b> No notice or documentation is provided regarding collection, storage, and handling of personal data.</li> <li>• <b>Automated Decisions:</b> The AI directly drives decisions with minimal or no human input.</li> <li>• <b>Minimal Oversight:</b> Human monitoring is either absent or very infrequent.</li> </ul> |

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|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | <ul style="list-style-type: none"><li>• <b>Significant Impact:</b> Decisions made by the AI system can profoundly affect quality of life, including:<ul style="list-style-type: none"><li>○ <u>Employment</u>: Job opportunities, hiring or firing decisions, salary recommendations.</li><li>○ <u>Healthcare</u>: Diagnosis, treatment plans, eligibility for care.</li><li>○ <u>Criminal Justice</u>: Risk assessment, bail determinations, sentencing recommendations.</li><li>○ <u>Public Safety</u>: Conflict resolution, suspect selection, ticketing and fines, resource allocation.</li><li>○ <u>Economic</u>: Automated social services benefit distribution, audits.</li><li>○ <u>Sensitive Data</u>: The AI system likely processes highly sensitive personal data with significant consequences for misuse.</li><li>○ <u>Financial</u>: Automated spending which has the potential to violate liquidity and use-of-funds requirements, automated loan acceptance/denial.</li><li>○ <u>Infrastructure</u>: The reduction of internet bandwidth or power being inconsistent with the needs of the public.</li></ul></li></ul> |
| <b>Examples of high-risk AI systems</b> | <ul style="list-style-type: none"><li>• Generative AI that creates realistic, yet fabricated, videos or audio recordings, posing risks for misinformation and reputational harm.</li><li>• A system that estimates individual risk factors for insurance, credit, employment, or healthcare without human oversight in decision-making, potentially leading to bias and discrimination.</li><li>• An autonomous weapons system that can choose and engage targets without human intervention.</li><li>• A biometric and facial recognition software that identifies individuals in real-time based on facial features, raising privacy and potential bias concerns.</li><li>• A system that recommends criminal sentences based on offender data and prior sentencing outcomes from historical case data.</li></ul>                                                                                                                                                                                                                                                                                                                     |

### Step 3: Assessment

During the assessment stage, the business-owning department(s) fills out the required Algorithmic Impact Assessment Form for the IT Division Manager and the vendor completes

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the AI FactSheet. Higher-risk projects require a Data Usage Protocol to guide how the project complies with the City of Montebello's Digital Privacy Policy, or equivalent. Lower-risk projects do not need to undergo a full-fledged review.

### *Algorithmic Impact Assessment Form*

The Algorithmic Impact Assessment (AIA) Form is completed by staff from the business-owning department procuring the system.<sup>9</sup> The AIA Form consists of questions that are intended to capture information including, but not limited to:

- Project objective:
  - Please clearly describe the project use case, the current process, and the desired outcome.
  - Which City of Montebello Department and/or Division is owning this system?
  - Who in the City of Montebello is responsible for this system?
  - Why does your department choose automation as an approach to this problem? What other approaches to solving this problem were considered (if any) and what led to choosing automation?
- Vendor details:
  - Will the AI system be designed, developed, deployed, or maintained by vendors or third parties?
  - How can the agency test the AI system before it is put into use?
- Transparency:
  - How do individuals receive a notice in advance of interacting with the AI system? (For example, if a user is interacting with a chatbot, the system lets the user know they are talking to a chat bot instead of a human.)
  - How can third-party auditors easily view the AI system's data to perform evaluations?
  - How could AI system operators or residents know if the system outputs an error? What ability will they have to correct or appeal an error?
- Equity:
  - What individuals and communities will interact with the AI system? For example, is the algorithm used on the general population (technology used in many public areas) or a specific group (e.g., children in a school program, a single neighborhood)?
  - How likely is it that the AI system impacts children under the age of 18?
  - Does this use case, and the information/decisions generated by the AI system, impact an individual's right or freedoms (e.g., if the AI system helps determine if a suspect can be put on bail or must remain in jail)?
  - Does this use case, and the information/decisions generated by the AI system, impact an individual's economic status (e.g., if the AI system helps determine if an individual can apply to affordable housing)?

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<sup>9</sup> The following example will be the same or similar format the City of Montebello will utilize for its own AIA form. See an example of a completed AIA Form from the City of San Jose here:  
<https://www.sanjoseca.gov/home/showpublisheddocument/94187/638107653163800000>.

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- Does this use case, and the information/decisions generated by the AI system, impact an individual's health, healthcare, well-being (e.g., if the AI system helps determine an individual's likeliness for colon cancer)?
  - Do decisions from the AI system impact the environment? (e.g., potential impact to carbon emissions, high tech waste)?
  - What issues could arise if the AI system is inaccurate?
- Human oversight
  - Please describe the level of autonomy of the AI system.
    - System operates automatically with no human intervention
    - System operates automatically with occasional retrospective reviews by humans
    - System operates automatically with opportunity for human to override any individual action
    - System produces recommendations but cannot act without human intervention
  - If there is human intervention in the AI system, is it by the vendor, agency department/office, or both?
  - Please list the agency roles/divisions that will be "touching" the system, or managing the deployment and use of the AI system.
  - How does the department provide training and resources to personnel to help them develop the skills they need to effectively operate the AI system?
  - In the event that the AI system does not work or is deemed to be inaccurate, what back-up measures are in place to continue providing services? In other words, can the City of Montebello continue to provide the service without the AI system, and how would it do that?
- Accessibility
  - Have you considered how the AI system integrates and interacts with commonly used assistive technologies (e.g., screen readers, voice recognition software, etc.)?
  - Have you considered how users of diverse abilities will interact with the user interface?
  - How will feedback be collected by individuals with disabilities regarding the system?
  - How will feedback from individuals with disabilities be implemented into the system?
  - Where will accessibility features and resources be documented and readily available?
  - Will there be specialized training for individuals with accessibility needs?
- Liability
  - Who in City of Montebello will ultimately be accountable and responsible if the system fails to operate as intended?
  - Who in City of Montebello has the authority to stop or limit the AI system's use?

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- If a vendor fails to meet contractual obligations, what are the alternative options that exist to ensure there is no loss of service? (Note that this ties in to the Agency's AI Incident Response Plan.)

#### *AI FactSheet*

The AI FactSheet is completed by the vendor of the AI system and captures basic facts about the AI system. The AI FactSheet enables the IT Division Manager to better understand the technical details of the AI system and ultimately assess the risks and benefits it presents. The AI FactSheet is intended to capture information including, but not limited to:

- Training data
- Testing data
- Input and outputs
- Performance metrics
- Optimal conditions
- Poor conditions
- Bias

The IT Division Manager will work with the vendor as needed to obtain necessary technical details about the AI system.

#### **Step 4: Public Engagement**

If the proposed AI system presents a significant potential risk or is of particular public interest, the IT Division Manager conducts in-person outreach, targeting communities with limited access to online comments (either due to language or internet access issues). Community feedback is then incorporated into the Data Usage Protocol or equivalent.

The City of Montebello should prioritize reducing barriers for public participation, particularly for those directly impacted by the AI system, especially historically marginalized or disadvantaged communities.

Public engagement can occur online, in-person, and in the built environment. Below are examples of formats for public engagement:

- Online
  - Interactive website portal: Create a dedicated website where citizens can submit feedback on specific AI initiatives, participate in surveys, and engage in discussions.
  - Social media town halls: Host live Q&A sessions on social media platforms like Facebook, Instagram, or X where experts discuss AI and answer public questions.
  - Online forums and communities: Create dedicated online forums or communities, possibly on sites like LinkedIn or Reddit, focused on AI policy and development.
- In-person

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- Public workshops and town halls: Organize in-person events where citizens can learn about AI, hear from experts, and discuss their concerns and suggestions. In addition, create interactive activities like brainstorming sessions to gain feedback.
  - Community outreach programs: Partner with local organizations, libraries, and community centers to host AI education and feedback sessions.
  - Citizen advisory boards: Establish a diverse advisory board of citizens to provide ongoing feedback on AI development and policy.
  - Focus groups and interviews: Conduct targeted focus groups and interviews with specific demographics or stakeholders to gather in-depth feedback on specific AI applications or concerns.
- Built environment
  - Interactive kiosks and installations: Install interactive kiosks in public spaces like libraries, parks, or government buildings where citizens can learn about AI and provide feedback through surveys, polls, or open-ended questions.
  - "Living labs" for testing AI applications: Designate specific areas or neighborhoods as "living labs" where citizens can experience and provide feedback on prototype AI applications in real-world settings.
- Additional considerations
  - Accessibility and inclusivity: Ensure all feedback channels are accessible to people with disabilities and diverse backgrounds. Use multiple languages, alternative formats, and assistive technologies.
  - Transparency and communication: Clearly communicate the purpose of collecting feedback, how it will be used, and how citizens can stay informed about the process.
  - Data privacy and security: Implement data security measures to protect citizen privacy and ensure feedback is handled ethically and responsibly.

#### **Step 5: Review**

After the necessary documentation and public engagement has been completed, the IT Division Manager reviews the proposal and provides final approval or rejection of the proposal.

Depending on the level of risk presented by the proposal, this step may involve gaining approval from the IT Division Director and if necessary, the City Manager. The review may require input from the City Attorney's Office or other relevant departments on a case-by-case basis. Based on the review by the necessary parties, in some instances, the proposal may need to be revised before being approved.

#### **Step 6: Pre-Launch Preparation**

Following approval, relevant documentation will be published on the IT Department webpage, including:

- Data Usage Protocol: An electronic copy of the Data Usage Protocol is added to the digital privacy webpage, or equivalent.

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- **AI Inventory:** If the project features an AI system, the approved project proposal is added to a publicly viewable online register of the AI systems deployed by the City of Montebello.<sup>8</sup> The AI FactSheet is also made published online. The IT Division Manager regularly updates the AI Inventory as new AI systems are adopted and archives old systems as they are phased out of use.

Prior to implementation, relevant parties are given training to properly deploy, operate, and maintain the technology. Training is often provided by the vendor or other third party.

### **Step 7: Ongoing Monitoring**

The Data Usage Protocol for a given technology proposal requires that the business-owning department of the AI system submits an Annual Usage Report. The report is typically 1-2 pages, drafted by the applicable department(s) and details:

1. Project summary
2. Required performance metrics as defined in the Data Usage Protocol (e.g., accuracy, effectiveness, cost)
3. Future plans for the technology initiative (e.g., project expansion, shift in usage)



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### Protocol for a Request for Proposals

Prior to issuing a Request for Proposals (RFP) or similar procurement process, departments should review the proposed solution to discern if it includes an AI component. Contact the IT Division Manager directly at [doit@montebelloca.gov](mailto:doit@montebelloca.gov), file a procurement request, or reach out to the City of Montebello's Finance Department.

RFPs should incorporate questions that demand transparency around how the AI model works, clarify what protocols for human oversight are in place, and confirm that there are mechanisms for user review.

In consideration of the City of Montebello's public records obligations and transparency commitments, all vendors subject to the use of the protocols outlined in this document through the RFP process should be preemptively informed of the City of Montebello's intended or required disclosure practices around bid documentation.

#### Use of the RFP Protocol

This document should be used in conjunction with the AI FactSheet, AI Review, and Vendor Agreement during the public procurement process. This document assumes the following RFP process:

- 1) Establish minimum requirements AI vendors must meet to be considered for Agency/Project bid and local procurement laws.
- 2) Publish AI FactSheet as part of the Agency's RFP solicitation documentation. Require vendors to provide a completed AI FactSheet as part of their formal bid or proposal.
- 3) Subject Matter Expert (SME) will ask vendor additional questions provided in this document.

Below is an illustrative example of assessment questions and a scoring model of how to evaluate answers to these questions for an AI system. Recommended point values on a scale of zero to five are also provided for each category. Each section of assessment questions includes a "non-technical" question that asks the vendor to provide an answer in plain language that can be easily understood by a non-technical audience.

Any scoring methodology associated with evaluation of RFP bids is determined independently by the City of Montebello in alignment of the City of Montebello's stated principles and priorities. Please use this as a guide or rubric for best practices. It is the vendor's responsibility to be responsive to these questions, and it is the SME's responsibility to ensure that the vendor provides meaningful answers to the assessment questions.

#### Assessment Questions

##### 1. System Overview

- Brief summary of the AI system.
- Purpose of the AI system, the intended use case, and users.
- Relevant context to the technology and maturity of the vendor.

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- What is the Department policy on data collection, storage, and distribution?
- Training materials and implementation plan.
- Non-technical: Can you provide a non-technical overview of how your AI system operates and its key functionalities?

#### 2. Data Training and Model Description

- How was the AI system trained, and what data was used?
- How often is data added to the training set?
- What data was used to test system performance?
- What conditions has the system been tested under?
- Provide a general description of the model(s) used.
- Non-technical: In layman's terms, can you explain how your AI system learns information and what kind of data it has been trained on?

#### 3. System Operations

- How often are the models updated for users?
- Will the user have a choice in moving to the updated model or staying on the current model?
- Where is prompt and output data stored? Is this information used for future model versions?
- Do operators require specific education or certification to use the system?
- Non-technical: From a user's perspective, can you clarify where data is stored, as well as the process is for receiving updates or choosing to stay with a current model version?

#### 4. Performance Evaluation

- How was the accuracy and effectiveness of the system measured?
- What metrics were used, and why?
- What is the range of accuracy of the AI system, and how does it vary depending on the data?
- What is the system optimizing for and under what constraints?
- Non-technical: In simple terms, how well does your AI system perform, and what aspects do its performance metrics prioritize?

#### 5. Ethical Considerations

- What biases does the tool exhibit, and how does it handle that bias?
- Does the vendor report bias or justify why no bias would be present?
- How does the tool prevent or reduce harm to the end user?
- Non-technical: How do you ensure that your AI system treats all individuals and groups fairly, without any unintended biases?

#### 6. System Reliability

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- How does the AI system handle outliers?
- Do overwritten decisions feed back into the system to help calibrate it in the future?
- What conditions does the model perform best under?
- What conditions does the model perform poorly under?
- What are the limitations of the AI system?
- What expertise does this AI system require for operation, debugging, modification, and troubleshooting.
- Non-technical: Can you explain, in non-technical terms, how your AI system deals with unusual cases or incorrect predictions?

#### 7. Interpretability and Explanation

- How does the AI system explain its predictions?
- Are the outcomes of the AI system understandable by subject matter experts, users, impacted individuals, and others?
- Non-technical: Can you share examples or scenarios illustrating how the AI system communicates its predictions in a way that is easy to understand for non-experts?

#### 8. Monitoring and Correction

- How is the AI tool monitored to identify any problems in usage?
- Can outputs (recommendations, predictions, etc.) be overwritten by a human?
- Do overwritten outputs help calibrate the system in the future?
- Non-technical: For end-users, how can they be involved in monitoring and correcting any issues with the AI system?

#### 9. Studies and Transparency

- Have the vendors or an independent party conducted a study on the bias, accuracy, or disparate impact of the system?
- If yes, can the City of Montebello review the study?
- Include methodology and results.
- Is the data used to train the system representative of the communities it covers?
- Non-technical: Can you provide examples of studies conducted to ensure fairness and accuracy, and how transparent are these studies?

#### 10. User Interaction and Feedback

- How can the City of Montebello and its partners flag issues related to bias, discrimination, or poor performance of the AI system?
- How is the AI tool made accessible to people with disabilities?
- Has it been assessed against any usability standards, and if so, what was the result?
- What other human factors, if any, were considered for usability and accessibility of the system?

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- Non-technical: How can users easily provide feedback on any issues they encounter with the AI system, and what measures have been taken to ensure accessibility for all users?

## Scoring Model

### 1. System Overview

- 5 (Excellent): A comprehensive, non-technical overview that effectively communicates the AI system's purpose and functionality.
- 4 (Good): A clear and concise summary, providing a basic understanding of the AI system.
- 3 (Average): A brief overview but lacks clarity in conveying the system's purpose.
- 2 (Below Average): Limited information that does not effectively convey the system's purpose.
- 1 (Poor): No overview or insufficient information to understand the context.

### 2. Data Training and Model Description

- 5 (Excellent): Detailed information on training data, model architecture, and transparency on model usage.
- 4 (Good): Clear explanation of the training process and model description.
- 3 (Average): Basic information on training data and model without much detail.
- 2 (Below Average): Limited information on training data and model description.
- 1 (Poor): No information or inadequate details regarding training data and model.

### 3. System Operations

- 5 (Excellent): Regular model updates with clear communication and user-friendly options.
- 4 (Good): Frequent updates with communication on changes, providing user choice.
- 3 (Average): Regular updates but lacking clear communication or user choice.
- 2 (Below Average): Infrequent updates with unclear communication and no user choice.
- 1 (Poor): No updates or communication about the system's status.

### 4. Performance Evaluation

- 5 (Excellent): Comprehensive metrics, clear justifications, and superior performance compared to other vendors.
- 4 (Good): Well-explained metrics with justified performance in line with industry standards.
- 3 (Average): Basic metrics explanation with average performance.
- 2 (Below Average): Limited metric explanation with subpar performance.

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- 1 (Poor): No metric explanation or poor performance without justification.

#### 5. Ethical Considerations

- 5 (Excellent): Thorough identification and handling of biases with transparent reporting.
- 4 (Good): Clear recognition and handling of biases with transparency.
- 3 (Average): Basic acknowledgment of biases without much transparency.
- 2 (Below Average): Limited recognition or handling of biases.
- 1 (Poor): No acknowledgment or handling of biases.

#### 6. System Reliability

- 5 (Excellent): Robust handling of outliers, effective calibration, and adaptability to corrections.
- 4 (Good): Efficient handling of outliers and adaptability to corrections.
- 3 (Average): Adequate handling of outliers with some adaptability to corrections.
- 2 (Below Average): Limited handling of outliers and minimal adaptability to corrections.
- 1 (Poor): No handling of outliers or adaptability to corrections.

#### 7. Interpretability and Explanation

- 5 (Excellent): Clear and understandable explanations that cater to both experts and general users.
- 4 (Good): Comprehensible explanations for predictions.
- 3 (Average): Basic explanations that may lack clarity.
- 2 (Below Average): Limited explanations that are often unclear.
- 1 (Poor): No explanations provided or entirely incomprehensible.

#### 8. Monitoring and Correction

- 5 (Excellent): Robust monitoring, efficient correction mechanisms, and clear user involvement.
- 4 (Good): Efficient monitoring and correction mechanisms with user involvement.
- 3 (Average): Adequate monitoring with basic correction mechanisms and user involvement.
- 2 (Below Average): Limited monitoring and correction mechanisms with minimal user involvement.
- 1 (Poor): No monitoring or correction mechanisms, and no user involvement.

#### 9. Studies and Transparency

- 5 (Excellent): Independent studies, transparent methodologies, and representative training data.
- 4 (Good): Third-party studies with transparent methodologies.
- 3 (Average): Some transparency in studies and methodologies.

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- 2 (Below Average): Limited transparency in studies and methodologies.
- 1 (Poor): No studies or transparency in methodologies.

#### 10. User Interaction and Feedback

- 5 (Excellent): User-friendly feedback mechanisms, high accessibility, and positive usability assessment.
- 4 (Good): Effective feedback mechanisms with good accessibility.
- 3 (Average): Adequate feedback mechanisms and accessibility features.
- 2 (Below Average): Limited feedback mechanisms and basic accessibility.
- 1 (Poor): No feedback mechanisms or accessibility features.

#### **Use-case specific questions**

Practitioners may want to include additional questions based on the specific use case for the AI system. Below are a few examples of use-case specific questions. The lists below should be used as a starting point for ideating questions that would be helpful to ask a vendor.

Practitioners should review the Use Case Template provided by the GovAI Coalition to build out the AI use case. The Use Case Template is a helpful tool for framing AI use cases in the public sector. Practitioners should resist the urge to tie a use case to a solution, and instead be solution-agnostic.

#### *Use Case: Translation-Based AI Systems*

- Please provide a list of all languages your solution supports for live speech translation, beyond the mandatory languages specified in Attachment A. Additionally, describe how often you introduce new languages to your platform and outline the process for these additions.
- Does your solution offer text-to-speech functionality or other methods to accommodate American Sign Language speakers in both in-person and virtual meetings? If so, please describe the features and functionalities that enable this accommodation, including any limitations or requirements for optimal performance.
- How do you measure the performance of your solution in terms of translation, speech-to-text, and text-to-speech for English, Spanish, Tagalog, Mandarin, and Vietnamese? Please specify the metrics used (e.g., BLEU score, human ratings, etc.) and the conditions under which these measurements were taken. Based on these metrics, what is the performance of your solution for the specified languages?
- Please provide/describe any third-party evaluations or benchmarks that have been conducted on your solution's translation capabilities. Include details on the evaluation process, criteria, results, and any subsequent improvements made to the solution based on these evaluations.
- What is your solution's average time delay between speech input and translation output?
- How does the solution handle rapid speech or overlapping conversations?
- How can the solution adapt to idiomatic expressions, cultural references, or local slang?

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### *Use Case: ADA Compliance and Accessibility Considerations*

- How well does your solution adapt to blurring, obstruction, poor lighting or any conditions that may lead to misclassification?
- Does your product offer built-in accessibility features for users with visual, auditory, motor, or cognitive disabilities? Please describe these features in detail.
- Has your product been tested for compatibility with common assistive technologies like screen readers, voice recognition software, and alternative input devices?
- Has your product undergone accessibility testing with users who have disabilities? If so, please share the testing methodology and key findings.
- How can users with disabilities provide feedback about the product's accessibility? Are there dedicated channels or support options for such concerns?



**ITEM # 8**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Fernando Pelaez, Fire Chief

**SUBJECT: ACCEPT THE 2023 STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT THROUGH AGREEMENT NO. 4243 WITH THE COUNTY OF LOS ANGELES AND APPROVE PURCHASE OF VEHICLES AND RELATED EQUIPMENT**

**DATE:** December 5, 2024

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**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Authorize the City Manager to execute Agreement No. 4243 with the County of Los Angeles to accept public safety grant funding in the amount of \$96,600 from the 2023 State Homeland Security Program (SHSP); and,
2. Authorize the acceptance of additional grant funding of approximately \$450,000 through the 2023 State Homeland Security Program (SHSP) via the City of Santa Monica; and,
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$94,000 in Account No. 265-80-866-6040.10 (Grants, Police, State Homeland Security Program, Other Contract Services [expenditures]), \$2,600 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]), and \$96,600 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
4. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$450,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and \$450,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and,
5. Authorize purchase of vehicles and related equipment as allowed per the State Homeland Security Program (SHSP) grant guidelines utilizing the exceptions to



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the City's standard purchasing process as allowed by Montebello Municipal Code Section 3.20.050(D) - Conformance with Bidding Procedures-City Council Authorization and

6. Take such additional, related action(s) that may be desirable.

### **FISCAL IMPACT:**

The City of Montebello has been awarded \$96,600 through the 2023 State Homeland Security Program (SHSP). Acceptance of this grant will provide for expenditures on public safety equipment and training, per the grant's requirements. Accepting the grant award requires amending the Fiscal Year 2024-25 budget by increasing appropriations by \$94,000 in Account No. 265-80-866-6040.10 (Grants, Police, State Homeland Security Program, Other Contract Services [expenditures]), \$2,600 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]), and \$96,600 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]).

The City will also receive additional funding in the amount of \$450,000 through the SHSP grant program via the City of Santa Monica. If this additional funding is awarded, it will also require amending the FY 2024-25 budget by increasing appropriations by \$450,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]), and \$450,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]).

The grant funding will be utilized to purchase vehicles and communication equipment for use by the Montebello Fire Department (see program budget in "Background/Discussion" Section below). Given the need to expend the grant funds by the deadline, coupled with the post-pandemic difficulty in finding vehicles, Staff is recommending use of Montebello Municipal Code Section 3.20.050(D) -- Conformance with Bidding Procedures-City Council Authorization to expedite procurement.

### **BACKGROUND/DISCUSSION:**

If the County's CEO awards the additional funding and approves the City's request for a grant modification, staff requests authorization to initiate the procurement process for this project. Due to the project's complexity and the short performance period of the grant, meeting the project deadlines could be challenging. To mitigate this, staff seeks City Council approval to procure equipment (i.e., vehicles, Starlink base stations, etc.) related to the grant project under the auspices of Montebello Municipal Code Section 3.20.050(D) - Conformance with Bidding Procedures-City Council Authorization.

Staff's review of vehicle availability through various vendors and national fleet providers revealed an inventory shortage, with many vehicles back ordered for months and, in some cases, more expensive than local dealership options. Vendors attribute these shortages to recent labor disruptions, further negatively impacting delivery timelines.

Given these procurement challenges, staff is requesting flexibility to procure vehicles

through the most cost-effective and efficient methods available. This may include using existing contracts, formal purchasing procedures, or open-market purchases to secure vehicles in a timely manner and potentially reduce per-vehicle costs. Lower costs could even enable the purchase of an additional vehicle for the project. Moreover, as part of the grant requirements, if vehicles are ordered but experience delays, the City would be required to purchase performance bonds to ensure vehicle delivery, an added expense that could be avoided by purchasing directly from local dealerships.

Due to the high priority of this procurement and the extensive lead times for vehicle purchases, securing vehicles outside the City's usual procurement process will be necessary. Normally, the City relies on competitively bid cooperative contracts, such as Sourcewell or OMNIA, as allowed by Montebello Municipal Code Section 3.20.050(F) -- Cooperative Purchase. However, staff recommends the City Council approve an exception to standard bidding procedures under Municipal Code Section 3.20.050(D):

*"City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above mentioned sections 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"*

The following is a preliminary budget for this project:

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| Item                                                                                                                  | Unit Price   | Quantity | Total Price      |
|-----------------------------------------------------------------------------------------------------------------------|--------------|----------|------------------|
| StarLink Equipment Hardware                                                                                           | \$ 24,225.00 | 1        | \$ 24,225.00     |
| Starlink tax for Equipment                                                                                            | \$ 2,422.50  | 1        | \$ 2,422.50      |
| Starlink shipping costs - (\$800 with Starlink, \$0 with other vendors like Home Depot)                               | \$ -         | 1        | \$ -             |
| Starlink monthly subscription costs for 18 months (108 months of Mobile Priority 50 GB + 90 months for priority 1 TB) | \$ 49,500.00 | 1        | \$ 49,500.00     |
| Quad Band WiFi Mesh System (Netgear Orbi 970 series or equivalent)                                                    | \$ 950.00    | 1        | \$ 950.00        |
| Misc Parts to make mobile ground stand/base (antenna pole mount / pole mount)                                         | \$ 800.00    | 1        | \$ 800.00        |
| Honda Generator (Honda 2200i) - including tax and shipping                                                            | \$ 1,250.00  | 6        | \$ 7,500.00      |
| Heavy duty 100 ft extension cord - (similar to Craftsman 100 ft. Retractable Extension Cord Reel with 4 Outlets)      | \$ 145.00    | 6        | \$ 870.00        |
| Heavy duty 75 ft extension cord (similar to Craftsman 100 ft. Retractable Extension Cord Reel with 4 Outlets)         | \$ 105.00    | 6        | \$ 630.00        |
| 24 port gigabit switch                                                                                                | \$ 100.00    | 1        | \$ 100.00        |
| 10 port gigabit switch                                                                                                | \$ 60.00     | 5        | \$ 300.00        |
| Additional budget for vehicle decals, paint, minimal lighting, etc.                                                   | \$ 30,000.00 | 1        | \$ 30,000.00     |
| Ford Transit Van (Medium Roof)                                                                                        | \$ 63,000.00 | 1        | \$ 63,000.00     |
| Chevy Silverado Crew Cab 4WD                                                                                          | \$ 47,000.00 | 3        | \$ 141,000.00    |
| Ford Explorer AWD                                                                                                     | \$ 48,000.00 | 1        | \$ 48,000.00     |
| Chevy Silverado Work Truck - Utility Bed 4WD                                                                          | \$ 55,000.00 | 1        | \$ 55,000.00     |
| Contingency                                                                                                           | \$ 25,000.00 | 1        | \$ 25,000.00     |
|                                                                                                                       |              |          |                  |
| <b>TOTAL</b>                                                                                                          |              |          | <b>\$449,298</b> |

Preliminary quotes (Attachment B) have been obtained for vehicles and equipment to establish a baseline for cost estimates. However, vehicle prices will likely differ at the time of purchase due to various vehicle incentives and offers. Additionally, the vehicle prices above include estimates for tax, license, and fees. As another measure, the proposed budget has a built-in \$25,000 contingency that can be used in the event of vehicle price increases. If vehicle prices do not increase, the contingency can be used to purchase additional equipment, as allowed by the grant.

## ENVIRONMENTAL IMPACT:

N/A

**ANALYSIS:**

N/A

**SUMMARY:**

The recommended actions would authorize the City Manager to execute Agreement No. 4243 (Attachment A) with the County of Los Angeles to accept public safety grant funding from the 2023 State Homeland Security Program (SHSP). The City of Montebello has been awarded \$96,600, with \$94,000 allocated for Police Department projects and \$2,600 for Fire Department training. Additionally, the City is in discussions with Los Angeles County and the City of Santa Monica to receive approximately \$450,000 in additional SHSP funding.

The recommended actions would also amend the Fiscal Year 2024-25 budget to reflect the 2023 SHSP award of \$96,600 as well as the potential \$450,000 in SHSP funding originally awarded to the City of Santa Monica by increasing appropriations by \$94,000 in Account No. 265-80-866-6040.10 (Grants, Police, State Homeland Security Program, Other Contract Services [expenditures]), \$2,600 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]), and \$96,600 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]); and by \$450,000 in Account No. 265-85-866-6040.10 (Grants, Fire, State Homeland Security Program, Other Contract Services [expenditures]) and \$450,000 in Account No. 265-99-4198.18 (Grants, State Homeland Security Program [revenue]).

Should the additional \$450,000 in grant funding be awarded, staff requests the City Council approve purchases of vehicles and equipment (Attachment B) for this project using the exceptions to the City's standard procurement process as allowed in Municipal Code Section 3.20.050(D) - Conformance with Bidding Procedures-City Council Authorization.

**ATTACHMENT(S)**

1. Attachment A - 2023 SHSP Subrecipient Agreement - Agreement 4243
2. Attachment B - Project Quotes

**NEXT STEPS:**

N/A

***State Homeland Security Program  
Subrecipient Agreement  
Grant Year 2023***

***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 2023 SHSP, Federal Award Identification No. 037-00000, Federal Award dated October 18, 2023 with a performance period of September 1, 2023 to May 31, 2026. 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) #MKQ9AQH7R2S5, 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 2023 SHSP grant from Cal OES in the total amount of \$9,481,457; and

WHEREAS, the CEO now wishes to distribute 2023 SHSP grant funds to the Subrecipient in the amount of \$96,600, 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 September 10, 2024 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  
County of Los Angeles - Chief Executive Office  
500 West Temple Street, Room 796  
Los Angeles, CA 90012  
Phone: (213) 974-1127  
CHirakawa@ceo.lacounty.gov

Kasey Dizon  
County of Los Angeles - Chief Executive Office  
500 West Temple Street, Room 796  
Los Angeles, CA 90012  
Phone: (213) 974-1764  
KDizon@ceo.lacounty.gov

2. The representative of Subrecipient is:

|                       |                            |
|-----------------------|----------------------------|
| Name and Title:       | Raul Alvarez, City Manager |
| Organizational UEI #: | J8RSDMN5KCQ7               |
| Address:              | 1600 W. Beverly Blvd.      |
| City/State/Zip:       | Montebello, CA 90640       |
| Phone:                | 323-887-1200 ext.1363      |
| Email:                | Ralvarez@montebelloca.gov  |

With a copy to:

|                 |                                    |
|-----------------|------------------------------------|
| Name and Title: | Angelica Palmeros, Deputy Director |
| Organization:   | City of Montebello Fire Department |
| Address:        | 1600 W. Beverly Blvd.              |
| City/State/Zip: | Montebello, CA 90640               |
| Phone:          | 323-887-1200 Ext. 1547             |
| Email:          | apalmeros@montebelloca.gov         |

- 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, 2023 to February 28, 2026, 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 §503, 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 2023 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/search/> 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 2023 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 2023 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 this 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 \$96,600 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 2023 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 §503, 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. 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.

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 administering, 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 Granter agency of the receipt of any communication from the Director of the EPA Office of Federal

Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

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

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

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

#### 11. Preservation

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

#### 12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

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

#### 13. Drug-Free Workplace

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



#### 14. Lobbying Activities

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

#### 15. Miscellaneous

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

#### B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

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

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

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

Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

#### 1. Travel Expenses

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

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

### C. Compliance With Grant Requirements

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

Pursuant to this Agreement, Subrecipient shall execute the 2023 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

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

#### D. Noncompliance With Grant Requirements

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

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

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

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

##### A. Reporting Procedure for Inventions

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

##### B. Rights to Use Inventions

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

### C. Copyright Policy

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

### D. Rights to Data

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

### E. Obligations Binding on Subcontractors

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

#### §414. Child Support Assignment Orders

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

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

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts,

including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

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

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

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

## SECTION V

### DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

#### §501. Defaults

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

#### §502. Termination

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

#### §503. Amendments

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

## SECTION VI

### ENTIRE AGREEMENT

#### §601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (27) 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 the County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

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

BY \_\_\_\_\_  
EDWARD YEN  
Executive Officer, Board of Supervisors

BY \_\_\_\_\_  
OSCAR VALDEZ  
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON  
County Counsel

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

CITY OF MONTEBELLO

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

APPROVED AS TO FORM

BY \_\_\_\_\_  
City Attorney (Signature – If Needed) (Print Name) Date

ATTEST

BY \_\_\_\_\_  
City Clerk (Signature – If Needed) (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 | 2023 Notice of Funding Opportunity & 2023 Cal OES Supplemental to Federal Notice of Funding Opportunity              |
| Exhibit G | Reimbursement Form and Instructions                                                                                  |
| Exhibit H | Monitoring Instrument                                                                                                |

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## Certification Regarding Lobbying

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.
2. 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 of Lobbying Activities,' in accordance with its instructions.
3. 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## Certification Regarding Lobbying

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The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**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.

\_\_\_\_\_  
AGREEMENT NUMBER

\_\_\_\_\_  
CONTRACTOR/BORROWER/AGENCY

\_\_\_\_\_  
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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21

COMPANY/ORGANIZATION NAME:

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

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

**CERTIFICATION**

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

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

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 \_\_\_\_\_  
(*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 \_\_\_\_\_ (*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 \_\_\_\_\_ (*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)*]

**EXHIBIT D****COUNTY OF LOS ANGELES****2023 CERTIFICATION OF GRANT ASSURANCES**

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

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

APPROVED AS TO FORM

BY \_\_\_\_\_  
City Attorney (Signature) (Print Name) Date

ATTEST

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





## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

**The requirements outlined in these assurances apply to Applicant and any of its subrecipients.**

**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 \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

**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:



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principle 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. § 200.214 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 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;



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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- (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 (4)(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:

- (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 et seq.), 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. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—



## Standard Assurances

### For Cal OES Federal Non-Disaster Grant Programs

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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;
- (k) Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant 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 §§ 12940-12957), 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.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 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;
- (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.); and





## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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(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 section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

### 8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R., Part 200, Subpart F Audit Requirements.

### 9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, 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 provides that Applicant shall not 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), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds,



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

### 13. Whistleblower Protections

The Applicant 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.

### 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 the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) 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)





## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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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 federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

### 18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

The Applicant is 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.



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Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

### **20. 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 §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

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

### **21. Acknowledgment of Federal Funding from DHS**

The Applicant must acknowledge its 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**

The Applicant 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. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 24. Copyright

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

### 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 the Applicant 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

The Applicant 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

The Applicant is required to be non-delinquent in its 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

The Applicant must comply with Preference for United States 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, the Applicant 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.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant 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, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is 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

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

### 33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

### 34. Reporting of Matters Related to Recipient Integrity and Performance

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



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### 35. USA Patriot Act of 2001

The Applicant 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

The Applicant 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.

### 37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

### 38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

### 39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;





## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a “Buy America” preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a “Buy America” preference under an infrastructure program in certain cases.

**On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.**

#### **40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety**

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.



## Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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### IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. 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 Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) 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. Applicants are bound by DHS Standard Terms and Conditions 2023, Version 2, 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.**

Applicant: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



October 18, 2023

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

**DELIVERED VIA E-MAIL:** [FDavenport@ceo.lacounty.gov](mailto:FDavenport@ceo.lacounty.gov)

**SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**

Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP)  
Subaward #2023-0042, Cal OES ID#037-00000  
Subaward Period of Performance: 09/01/2023-05/31/2026

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2023 HSGP subaward in the amount of \$9,481,457.

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.



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)



Fesia A. Davenport  
October 18, 2023  
Page 2 of 2

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report 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.

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,



NANCY WARD  
Director

**Signature:** Fesia Davenport  
Fesia Davenport (Nov 21, 2023 15:35 PST)

**Email:** FDavenport@ceo.lacounty.gov

---

Fesia Davenport

Fesia A. Davenport  
Los Angeles County

---

Date

PROJECT LEDGER

City of Montebello  
FY 2023 State Homeland Security Program (SHSP) Projects  
Cal OES ID: 037-00000  
Grant #: 2023-0042

|                |                     |
|----------------|---------------------|
| Ledger Type    | Initial Application |
| Date           | 12/6/2023           |
| Request #      | 0                   |
| POP Start Date | 9/1/2023            |
| POP End Date   | 5/31/2026           |

| IJ    | Project No. | Project Title                     | Project Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Funding Source | Discipline | Solution Area | Core Capability                                           | Capability Building | Deployable / Shareable | Supports Previous Awarded Investment? | Total Approved | Total Expended | Remaining Balance | Percentage Expended |
|-------|-------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|---------------|-----------------------------------------------------------|---------------------|------------------------|---------------------------------------|----------------|----------------|-------------------|---------------------|
|       |             |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |            |               |                                                           |                     |                        |                                       | \$ 96,600.00   |                |                   |                     |
| IJ.04 | 030         | LE EMS Equipment 1                | Project funds the City of Montebello's purchase of 2 AED devices to deploy in the field during emergency medical situations. The compatibility and effectiveness of the device is instrumental to providing immediate on-scene care. This project can be claimed as LETPA as it addresses the core capability of "Public Health, Healthcare, and Emergency Medical Services" within the National Prevention Framework.                                                                                                                                                                                                                                                                                                                                   | HSGP-SHSP      | LE         | Equipment     | Public Health, Healthcare, and Emergency Medical Services | Deployable          | No                     | No                                    | \$ 5,000       |                | \$ 5,000          | 0%                  |
| IJ.04 | 031         | LE EMS Equipment 2                | Project funds the City of Montebello's purchase of 10 first aid trauma type kits to include supplies necessary for first responders during an emergency situation. This project can be claimed as LETPA as it addresses the core capability of "Public Health, Healthcare, and Emergency Medical Services" within the National Prevention Framework.                                                                                                                                                                                                                                                                                                                                                                                                     | HSGP-SHSP      | LE         | Equipment     | Public Health, Healthcare, and Emergency Medical Services | Deployable          | No                     | FY19: IJ#5                            | \$ 5,000       |                | \$ 5,000          | 0%                  |
| IJ.04 | 032         | LE EMS Equipment 3                | Project funds the City of Montebello's purchase of Naloxone to rapidly treat opioid/narcotic overdose in an emergency situation. This project can be claimed as LETPA as it addresses the core capability of "Public Health, Healthcare, and Emergency Medical Services" within the National Prevention Framework.                                                                                                                                                                                                                                                                                                                                                                                                                                       | HSGP-SHSP      | LE         | Equipment     | Public Health, Healthcare, and Emergency Medical Services | Deployable          | No                     | No                                    | \$ 5,000       |                | \$ 5,000          | 0%                  |
| IJ.04 | 033         | LE Hazards Equipment              | Project funds the City of Montebello's purchase of 40 gas masks to protect personnel from a variety of respiratory hazards. This activity meets HSGP's LETPA requirement because PPE is on the list of allowable equipment articulated in Information Bulletin 485 and the Fiscal Year 2007 Law Enforcement Terrorism Prevention Program Guidance. The gas masks being purchased here has a law enforcement terrorism prevention nexus as it will be used by law enforcement officers for anti-terrorism activities such as responding to threats of threats of terrorists using biological hazards.                                                                                                                                                     | HSGP-SHSP      | LE         | Equipment     | Mass Search and Rescue Operations                         | Build               | Deployable             | FY21: IJ#9                            | \$ 25,000      |                | \$ 25,000         | 0%                  |
| IJ.04 | 035         | LE Rapid Deployable System        | Project funds the City of Montebello's purchase of 1 portable compact rapid deployable system to enable functionality of Radio Equipment at remote locations or during emergency response causing data and radio service interruptions. This activity meets HSGP's LETPA requirement because Interoperable Communications is on the list of allowable equipment articulated in Information Bulletin 485 and the Fiscal Year 2007 Law Enforcement Terrorism Prevention Program Guidance. The rapid deployable system being purchased here has a law enforcement terrorism prevention nexus as it will be used by law enforcement officers for anti-terrorism activities such as using information technology to respond to threats to homeland security." | HSGP-SHSP      | LE         | Equipment     | Operational Communications                                | Build               | Deployable             | No                                    | \$ 25,000      |                | \$ 25,000         | 0%                  |
| IJ.04 | 036         | LE Special Response Team Training | Project funds the City of Montebello's initial training program expenses for 4 additional personnel of the Special Response Team with additional Fire and medical response education. This project can be claimed as LETPA as it addresses the core capability of Intelligence and Information Sharing within the National Prevention Framework.                                                                                                                                                                                                                                                                                                                                                                                                         | HSGP-SHSP      | LE         | Training      | Intelligence and Information Sharing                      | Sustain             | Deployable             | No                                    | \$ 15,000      |                | \$ 15,000         | 0%                  |
| IJ.04 | 037         | LE TEMS Equipment                 | Project funds the City of Montebello's purchase of 4 body armor kits for personnel trained and assigned to the Special Response Team. This gear is different than the regular patrol duty vest. This project can be claimed as LETPA as it addresses the core capability of "Above Mentioned Core Capability" within the National Prevention Framework.                                                                                                                                                                                                                                                                                                                                                                                                  | HSGP-SHSP      | LE         | Equipment     | Physical Protective Measures                              | Sustain             | Deployable             | FY20: IJ#5                            | \$ 14,000      |                | \$ 14,000         | 0%                  |
| IJ.10 | 089         | FS Mobilization Exercises         | Project funds multiple cities' MOBEX, Mobilization Exercises for Regional Task Force Teams within Los Angeles County. These exercises will enhance first responders' coordination and practice readiness responding to threats, hazards, and emergencies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | HSGP-SHSP      | FS         | Exercise      | Operational Coordination                                  | Sustain             | Deployable             | No                                    | \$ 2,600       | \$ -           | \$ 2,600          | 0%                  |

National Priority Area (NPA)

Totals: \$ - \$ 96,600.00

EQUIPMENT

City of Montebello  
FY 2023 State Homeland Security Program (SHSP) Projects  
Cal OES ID: 037-00000  
Grant #: 2023-0042

|                |                     |
|----------------|---------------------|
| Ledger Type    | Initial Application |
| Date           | 12/6/2023           |
| Request #      | 0                   |
| POP Start Date | 9/1/2023            |
| POP End Date   | 5/31/2026           |

| Project No. | Equipment Description<br>(include Quantity)                                                                                                                                          | AEL #        | AEL Title                                      | Discipline | Solution Area<br>Sub-Category               | Deployable /<br>Shareable | Invoice<br>Number | Vendor | ID Tag Number | Condition/<br>Disposition | Deployed<br>Location | Acquisition<br>Date | Noncompetitive<br>Procurement<br>over \$250K | Hold Trigger | Approval<br>Date | Total<br>Approved | Total<br>Expended | Remaining<br>Balance | Percentage<br>Expended |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------------------------------|------------|---------------------------------------------|---------------------------|-------------------|--------|---------------|---------------------------|----------------------|---------------------|----------------------------------------------|--------------|------------------|-------------------|-------------------|----------------------|------------------------|
|             |                                                                                                                                                                                      |              |                                                |            |                                             |                           |                   |        |               |                           |                      |                     |                                              |              |                  | \$ 79,000.00      |                   |                      |                        |
| 30          | 2 AED devices to deploy in the field during emergency medical situations                                                                                                             | 09ME-03-DEAE | Defibrillator, Automated External              | LE         | 09- Medical                                 | Deployable                |                   |        |               |                           |                      |                     | No                                           | N/A          |                  | \$ 5,000          | \$ -              | \$ 5,000             | 0%                     |
| 31          | 10 first aid trauma type kits to include supplies necessary for first responders during an emergency situation.                                                                      | 03OE-03-KTFA | Kit, First Aid, Trauma Type                    | LE         | 09- Medical                                 | Deployable                |                   |        |               |                           |                      |                     | No                                           | N/A          |                  | \$ 5,000          | \$ -              | \$ 5,000             | 0%                     |
| 32          | Naloxone to rapidly treat opioid/narcotic overdose in an emergency situation                                                                                                         | 09PH-04-NALX | Naloxone                                       | LE         | 09- Medical                                 | Deployable                |                   |        |               |                           |                      |                     | No                                           | N/A          |                  | \$ 5,000          | \$ -              | \$ 5,000             | 0%                     |
| 33          | 40 gas masks to protect personnel from a variety of respiratory hazards.                                                                                                             | 01ID-01-BARR | Face Covering, Barrier, Reusable or Disposable | LE         | 01 - Personal Protective Equipment          | Deployable                |                   |        |               |                           |                      |                     | No                                           | N/A          |                  | \$ 25,000         | \$ -              | \$ 25,000            | 0%                     |
| 35          | 1 portable compact rapid deployable system to enable functionality of Radio Equipment at remote locations or during emergency response causing data and radio service interruptions. | 06CP-01-MOBL | Radio, Mobile                                  | LE         | 06 - Interoperable Communications Equipment | Deployable                |                   |        |               |                           |                      |                     | No                                           | N/A          |                  | \$ 25,000         | \$ -              | \$ 25,000            | 0%                     |
| 37          | 4 body armor kits for personnel trained and assigned to the Special Response Team                                                                                                    | 01LE-01-ARMR | Armor, Body                                    | LE         | 01 - Personal Protective Equipment          | Deployable                |                   |        |               |                           |                      |                     | No                                           | N/A          |                  | \$ 14,000         | \$ -              | \$ 14,000            | 0%                     |

National Priority Area (NPA)

Totals \$ - \$ 79,000.00

TRAINING

City of Montebello  
FY 2023 State Homeland Security Program (SHSP) Projects  
Cal OES ID: 037-00000  
Grant #: 2023-0042

| Ledger Type  | Initial Application |
|--------------|---------------------|
| Date         | 12/6/2023           |
| Request #    | 0                   |
| POP Start    | 9/1/2023            |
| POP End Date | 5/31/2026           |

| Project No. | Course Name                                                                                                                                    | Discipline | Solution Area Sub-Category | Expenditure Category | Feedback Number | Training Activity | Total # Trainee(s) | Identified Host | Noncompetitive Procurement over \$250K | EHP Hold | EHP Approval Date | Total Approved | Total Expended | Remaining Balance | Percentage Expended |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------|----------------------|-----------------|-------------------|--------------------|-----------------|----------------------------------------|----------|-------------------|----------------|----------------|-------------------|---------------------|
|             |                                                                                                                                                |            |                            |                      |                 |                   |                    |                 |                                        |          |                   | \$ 15,000.00   |                |                   |                     |
| 36          | Initial training program expenses for 4 additional personnel of the Special Response Team with additional fire and medical response education. | LE         | Staff Expenses             | OT / Backfill        |                 | Classroom         |                    | TBD             | No                                     | No       |                   | \$ 15,000      | \$ -           | \$ 15,000         | 0%                  |
|             |                                                                                                                                                |            |                            |                      |                 |                   |                    |                 |                                        |          |                   |                |                | \$ -              | #DIV/0!             |
|             |                                                                                                                                                |            |                            |                      |                 |                   |                    |                 |                                        |          |                   |                |                | \$ -              | #DIV/0!             |
|             |                                                                                                                                                |            |                            |                      |                 |                   |                    |                 |                                        |          |                   |                |                | \$ -              | #DIV/0!             |
|             |                                                                                                                                                |            |                            |                      |                 |                   |                    |                 |                                        |          |                   |                |                | \$ -              | #DIV/0!             |
|             |                                                                                                                                                |            |                            |                      |                 |                   |                    |                 |                                        |          |                   |                |                | \$ -              | #DIV/0!             |

National Priority Area (NPA)

Totals \$ - \$ 15,000.00

EXERCISE

City of Montebello  
FY 2023 State Homeland Security Program (SHSP) Projects  
Cal OES ID: 037-00000  
Grant #: 2023-0042

|                |                     |
|----------------|---------------------|
| Ledger Type    | Initial Application |
| Date           | 12/6/2023           |
| Request #      | 0                   |
| POP Start Date | 9/1/2023            |
| POP End Date   | 5/31/2026           |

| Project No. | Exercise Title                                                                                      | Discipline | Solution Area Sub-Category | Expenditure Category | Exercise Type       | Identified Host | Date of Exercise | Date of AAR entered into HSEEP | Noncompetitive Procurement over \$250K | EHP Hold | EHP Approval Date | Total Approved | Total Expended | Remaining Balance | Percentage Expended |
|-------------|-----------------------------------------------------------------------------------------------------|------------|----------------------------|----------------------|---------------------|-----------------|------------------|--------------------------------|----------------------------------------|----------|-------------------|----------------|----------------|-------------------|---------------------|
| 89.08       | MONTEBELLO - MOBEX, Mobilization Exercises for Regional Task Force Teams within Los Angeles County. | FS         | Conduct/Evaluate           | OT & Backfill        | Full Scale Attendee | LAARTG          |                  |                                | No                                     | Yes      |                   | \$ 2,600.00    |                |                   |                     |
|             |                                                                                                     |            |                            |                      |                     |                 |                  |                                |                                        |          |                   | \$ 2,600       | \$ -           | \$ 2,600          | 0                   |
|             |                                                                                                     |            |                            |                      |                     |                 |                  |                                |                                        |          |                   |                |                | \$ -              | #DIV/0!             |
|             |                                                                                                     |            |                            |                      |                     |                 |                  |                                |                                        |          |                   |                |                | \$ -              | #DIV/0!             |
|             |                                                                                                     |            |                            |                      |                     |                 |                  |                                |                                        |          |                   |                |                | \$ -              | #DIV/0!             |
|             |                                                                                                     |            |                            |                      |                     |                 |                  |                                |                                        |          |                   |                |                | \$ -              | #DIV/0!             |
|             |                                                                                                     |            |                            |                      |                     |                 |                  |                                |                                        |          |                   |                |                | \$ -              | #DIV/0!             |

National Priority Area (NPA)

Totals \$ - \$ 2,600.00

**The Department of Homeland Security (DHS)  
Notice of Funding Opportunity (NOFO)  
Fiscal Year 2023 Homeland Security Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using SAM.gov can be found at <https://sam.gov/content/entity-registration>.

Grants.gov registration information can be found at <https://www.grants.gov/web/grants/register.html>.

**Planned UEI Updates in Grant Application Forms:**

*On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).*

*Additional Information can be found on Grants.gov:*

<https://www.grants.gov/web/grants/forms/planned-uei-updates.html>

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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 2023 Homeland Security Grant Program (HSGP)

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

**5. Funding Opportunity Number**

DHS-23-GPD-067-00-01

**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**

*Consolidated Appropriations Act, 2023* (Pub. L. No. 117-328)

**8. Announcement Type**

Initial

**9. Program Category**

Preparedness: Community Security

**10. Program Overview, Objectives, and Priorities****a. *Overview***

The Fiscal Year (FY) 2023 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, and respond to 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 for Fiscal Years 2020-2024](#), the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2023, there are three components of the HSGP:

- 1) ***State Homeland Security Program (SHSP)***: SHSP assists state, local, tribal, and territorial (SLTT) 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. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.

The [2022-2026 FEMA Strategic Plan](#) outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

Finally, for FY 2023, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation<sup>1</sup>. Therefore, for FY 2023, DHS has identified six priority areas (see Section A.10.c) related to the most serious threats to the nation, as well as required minimum funding allocations.

**b. Objective**

The objective of the FY 2023 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

---

<sup>1</sup>Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.

**c. *Priorities***

**SHSP and UASI Funding Priorities**

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2023, six National Priority Areas pose the most concern. Due to the unique threats that the nation faces in 2023, DHS/FEMA has determined that recipients should allocate a total of 30% of their SHSP and UASI award funds across these six priority areas. As indicated below, five of the priorities have minimum spend requirements totaling 15% of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 15% across the priorities. The following are the six priority areas for FY 2023, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

- 1) Enhancing the protection of soft targets/crowded places – 3%
- 2) Enhancing information and intelligence sharing and analysis – 3%
- 3) Combating domestic violent extremism – 3%
- 4) Enhancing cybersecurity – no minimum percent
- 5) Enhancing community preparedness and resilience – 3%
- 6) Enhancing election security – 3%

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.11.b.III of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30%) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area (as applicable) and overall 30% of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70% of their funding to addressing capability gaps (e.g., building/sustaining capability and/or closing capability 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<sup>2</sup>;
- 2) Training and awareness campaigns;
- 3) Equipment and capital projects; and
- 4) Exercises.

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<sup>2</sup>Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

The table below provides a breakdown of the FY 2023 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. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

### FY 2023 SHSP and UASI Funding Priorities

*All priorities in this table concern Safety and Security Lifelines.*

| Priority Areas                                           | Core Capabilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>National Priorities</b>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Enhancing Cybersecurity                                  | <ul style="list-style-type: none"> <li>• Cybersecurity</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Screening, search, and detection</li> <li>• Access control and identity verification</li> <li>• Supply chain integrity and security</li> <li>• Risk management for protection programs and activities</li> <li>• Long-term vulnerability reduction</li> <li>• Situational assessment</li> <li>• Infrastructure systems</li> <li>• Operational communications</li> </ul> | <ul style="list-style-type: none"> <li>• Cybersecurity risk assessments</li> <li>• Migrating online services to the “.gov” internet domain</li> <li>• Projects that address vulnerabilities identified in cybersecurity risk assessments               <ul style="list-style-type: none"> <li>○ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency (CISA), and the <a href="#">National Institute of Standards and Technology Cybersecurity Framework</a></li> <li>○ Adoption of cybersecurity performance goals (<a href="#">Cross-Sector Cybersecurity Performance Goals   CISA</a>)</li> <li>○ Cybersecurity training and planning</li> </ul> </li> </ul> |
| Enhancing the Protection of Soft Targets/ Crowded Places | <ul style="list-style-type: none"> <li>• Operational coordination</li> <li>• Public information and warning</li> <li>• Intelligence and information sharing</li> <li>• Interdiction and disruption</li> <li>• Screening, search, and detection</li> <li>• Access control and identity verification</li> <li>• Physical protective measures</li> <li>• Risk management for protection programs and activities</li> </ul>                                                                                                                                                                     | <ul style="list-style-type: none"> <li>• Operational overtime. For more information on operational overtime, see Section D.14.f of this NOFO.</li> <li>• Physical security enhancements               <ul style="list-style-type: none"> <li>○ Security cameras (closed-circuit television [CCTV])</li> <li>○ Security screening equipment for people and baggage</li> <li>○ Lighting</li> <li>○ Access controls</li> <li>○ Fencing, gates, barriers, etc.</li> </ul> </li> <li>• Unmanned aircraft system detection technologies</li> </ul>                                                                                                                                                                                                           |
| Enhancing information and intelligence                   | <ul style="list-style-type: none"> <li>• Intelligence and information sharing</li> <li>• Interdiction and disruption</li> <li>• Planning</li> <li>• Public information and warning</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                               | <ul style="list-style-type: none"> <li>• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment)</li> <li>• Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Priority Areas                                  | Core Capabilities                                                                                                                                                                                                                                                                                                                                                                      | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| sharing and analysis                            | <ul style="list-style-type: none"> <li>• Operational coordination</li> <li>• Risk management for protection programs and activities</li> </ul>                                                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>• entities; and other federal law enforcement and intelligence entities</li> <li>• Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</li> <li>• Identification, assessment, and reporting of threats of violence</li> <li>• Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Combating Domestic Violent Extremism            | <ul style="list-style-type: none"> <li>• Interdiction and disruption</li> <li>• Intelligence and information sharing</li> <li>• Planning</li> <li>• Public information and warning</li> <li>• Operational coordination</li> <li>• Risk management for protection programs and activities</li> </ul>                                                                                    | <ul style="list-style-type: none"> <li>• Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats</li> <li>• Sharing and leveraging intelligence and information, including open-source analysis</li> <li>• Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists</li> <li>• Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization</li> <li>• Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Enhancing Community Preparedness and Resilience | <ul style="list-style-type: none"> <li>• Planning</li> <li>• Public Information and Warning</li> <li>• Community Resilience</li> <li>• Risk Management for Protection Programs and Activities</li> <li>• Mass Care Services</li> <li>• Intelligence and Information Sharing</li> <li>• Risk and Disaster Resilience Assessment</li> <li>• Long Term Vulnerability Reduction</li> </ul> | <ul style="list-style-type: none"> <li>• Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically underserved communities, including procurement of appropriate tools, equipment and training aides <ul style="list-style-type: none"> <li>◦ Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity</li> </ul> </li> <li>• Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards</li> <li>• Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans</li> <li>• Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households</li> <li>• Execute <a href="#">You are the Help Until the Help Arrives</a> workshops in concert with community-based organizations to bolster individual preparedness</li> <li>• Target youth preparedness using FEMA programing such as Prepare with Pedro resources and Ready2Help</li> </ul> |

| Priority Areas              | Core Capabilities                                                                                                                                                                                                                                                                                          | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             |                                                                                                                                                                                                                                                                                                            | <ul style="list-style-type: none"> <li>Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children</li> <li>Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience</li> <li>Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience.</li> <li>Support integrated and cross-jurisdictional preparedness planning that considers how the community develops networks of information-sharing and collaboration among community-based organizations and government institutions to enable a quicker recovery from multiple threats, including terrorist actions.</li> </ul> |
| Enhancing Election Security | <ul style="list-style-type: none"> <li>Cybersecurity</li> <li>Intelligence and information sharing</li> <li>Planning</li> <li>Long-term vulnerability reduction</li> <li>Situational assessment</li> <li>Infrastructure systems</li> <li>Operational coordination</li> <li>Community resilience</li> </ul> | <ul style="list-style-type: none"> <li>Physical security planning support</li> <li>Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, etc.</li> <li>General election security navigator support</li> <li>Cyber navigator support</li> <li>Cybersecurity risk assessments, training, and planning</li> <li>Projects that address vulnerabilities identified in cybersecurity risk assessments</li> <li>Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection</li> <li>Distributed Denial of Service protection</li> <li>Migrating online services to the “.gov” internet domain</li> <li>Online harassment and targeting prevention services</li> <li>Public awareness/preparedness campaigns discussing election security and integrity measures.</li> </ul>                                                                                                                                             |
| <b>Enduring Needs</b>       |                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Planning                    | <ul style="list-style-type: none"> <li>Planning</li> <li>Risk management for protection programs and activities</li> <li>Risk and disaster resilience assessment</li> <li>Threats and hazards identification</li> <li>Operational coordination</li> <li>Community resilience</li> </ul>                    | <ul style="list-style-type: none"> <li>Development of: <ul style="list-style-type: none"> <li>Security Risk Management Plans</li> <li>Threat Mitigation Plans</li> <li>Continuity of Operations Plans</li> <li>Response Plans</li> </ul> </li> <li>Efforts to strengthen governance integration between/among regional partners</li> <li>Joint training and planning with DHS officials and other entities designated by DHS</li> <li>Cybersecurity training and planning</li> <li>Revision of existing plans to strengthen community resilience in underserved communities</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Training and Awareness      | <ul style="list-style-type: none"> <li>Long-term vulnerability reduction</li> <li>Public information and warning</li> <li>Operational coordination</li> <li>Situational assessment</li> </ul>                                                                                                              | <ul style="list-style-type: none"> <li>Active shooter training</li> <li>Intelligence analyst training</li> <li>SAR and terrorism indicators/behaviors training</li> <li>Security training for employees</li> <li>Public awareness/preparedness campaigns</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



| Priority Areas                 | Core Capabilities                                                                                                                                                                                                                                                                                                                           | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | <ul style="list-style-type: none"> <li>• Community resilience</li> </ul>                                                                                                                                                                                                                                                                    | <ul style="list-style-type: none"> <li>• Joint training and planning with DHS officials and other entities designated by DHS</li> <li>• Cybersecurity training and planning</li> <li>• Sharing and leveraging intelligence and information</li> <li>• Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                            |
| Equipment and Capital Projects | <ul style="list-style-type: none"> <li>• Long-term vulnerability reduction</li> <li>• Infrastructure systems</li> <li>• Operational communications</li> <li>• Interdiction and disruption</li> <li>• Screening, search and detection</li> <li>• Access control and identity verification</li> <li>• Physical protective measures</li> </ul> | <ul style="list-style-type: none"> <li>• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments</li> <li>• Physical security enhancements <ul style="list-style-type: none"> <li>○ Security cameras (CCTV)</li> <li>○ Security screening equipment for people and baggage</li> <li>○ Lighting</li> <li>○ Access Controls <ul style="list-style-type: none"> <li>▪ Fencing, gates, barriers, etc.</li> </ul> </li> </ul> </li> <li>• Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities <ul style="list-style-type: none"> <li>○ Chemical/Biological/Radiological/Nuclear/Explosive detection, prevention, and response equipment</li> </ul> </li> </ul> |
| Exercises                      | <ul style="list-style-type: none"> <li>• Long-term vulnerability reduction</li> <li>• Operational coordination</li> <li>• Operational communications</li> <li>• Community resilience</li> </ul>                                                                                                                                             | <ul style="list-style-type: none"> <li>• Response exercises, including exercise planning with community-based organizations</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

For FY 2023, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the five National Priority Areas with associated minimum spend requirements. Each of these five investments must also account for at least the relevant minimum percentage (totaling 15%) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the 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 achieving target capabilities related 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 building capability and/or 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 tools and resources, can be found at [National Preparedness System | FEMA.gov](#). 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 2023 OPSG funding priority, which remains focused on and unique to border security.

### FY 2023 OPSG Funding Priority

| Priority Areas                                                                                                    | Core Capabilities                                                                      | Lifelines                                                             | Example Project Types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>National Priorities</b>                                                                                        |                                                                                        |                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS | <ul style="list-style-type: none"> <li>Intelligence and information sharing</li> </ul> | <ul style="list-style-type: none"> <li>Safety and Security</li> </ul> | <ul style="list-style-type: none"> <li>Participation in the DHS/ICE 287(g) training program</li> <li>Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities</li> <li>Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation</li> <li>Identification, assessment, and reporting of threats of violence</li> <li>Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS</li> </ul> |

For FY 2023, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

## 11. Performance Measures

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
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

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**



| HSGP Programs | FY 2023 Allocation     |
|---------------|------------------------|
| SHSP          | \$415,000,000          |
| UASI          | \$615,000,000          |
| OPSG          | \$90,000,000           |
| <b>Total</b>  | <b>\$1,120,000,000</b> |

### **SHSP Allocations**

For FY 2023, 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 allocations or awards.**

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% 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% 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 with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area must be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **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. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total SHSP allocation.

### **FY 2023 SHSP ALLOCATIONS**

| State/Territory | FY 2023 Allocation | State/Territory | FY 2023 Allocation |
|-----------------|--------------------|-----------------|--------------------|
| Alabama         | \$4,847,500        | Montana         | \$4,847,500        |
| Alaska          | \$4,847,500        | Nebraska        | \$4,847,500        |
| American Samoa  | \$1,108,000        | Nevada          | \$4,847,500        |
| Arizona         | \$4,847,500        | New Hampshire   | \$4,847,500        |
| Arkansas        | \$4,847,500        | New Jersey      | \$7,074,841        |
| California      | \$57,035,623       | New Mexico      | \$4,847,500        |
| Colorado        | \$4,847,500        | New York        | \$68,033,267       |
| Connecticut     | \$4,847,500        | North Carolina  | \$5,085,387        |

| State/Territory      | FY 2023 Allocation | State/Territory          | FY 2023 Allocation   |
|----------------------|--------------------|--------------------------|----------------------|
| Delaware             | \$4,847,500        | North Dakota             | \$4,847,500          |
| District of Columbia | \$5,085,387        | Northern Mariana Islands | \$1,108,000          |
| Florida              | \$9,343,905        | Ohio                     | \$6,190,947          |
| Georgia              | \$5,288,656        | Oklahoma                 | \$4,847,500          |
| Guam                 | \$1,108,000        | Oregon                   | \$4,847,500          |
| Hawaii               | \$4,847,500        | Pennsylvania             | \$8,136,252          |
| Idaho                | \$4,847,500        | Puerto Rico              | \$4,847,500          |
| Illinois             | \$13,894,910       | Rhode Island             | \$4,847,500          |
| Indiana              | \$4,847,500        | South Carolina           | \$4,847,500          |
| Iowa                 | \$4,847,500        | South Dakota             | \$4,847,500          |
| Kansas               | \$4,847,500        | Tennessee                | \$4,847,500          |
| Kentucky             | \$4,847,500        | Texas                    | \$18,210,451         |
| Louisiana            | \$4,847,500        | U.S. Virgin Islands      | \$1,108,000          |
| Maine                | \$4,847,500        | Utah                     | \$4,847,500          |
| Maryland             | \$7,074,841        | Vermont                  | \$4,847,500          |
| Massachusetts        | \$6,190,947        | Virginia                 | \$8,136,252          |
| Michigan             | \$5,085,387        | Washington               | \$6,190,947          |
| Minnesota            | \$4,847,500        | West Virginia            | \$4,847,500          |
| Mississippi          | \$4,847,500        | Wisconsin                | \$4,847,500          |
| Missouri             | \$4,847,500        | Wyoming                  | \$4,847,500          |
| <b>Total</b>         |                    |                          | <b>\$415,000,000</b> |

### **UASI Allocations**

Eligible candidates for the FY 2023 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 (MSA) 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 [Metropolitan and Micropolitan \(census.gov\)](https://www.census.gov). **THIRA/SPR results do not impact grant allocations or awards.**

The Metropolitan Areas Standardization and Protection (MAPS) Act of 2021 (P.L. 117-219) prohibits automatically updating core-based statistical areas, which are used to delineate MSAs, for grantmaking. The MAPS Act requires that FEMA issue notice-and-comment rulemaking to make any changes. Should changes be necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

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 with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **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. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total UASI allocation.

### FY 2023 UASI ALLOCATIONS

| State/Territory      | Urban Area                  | FY 2023 UASI Allocation |
|----------------------|-----------------------------|-------------------------|
| Arizona              | Phoenix Area                | \$5,250,000             |
| California           | Anaheim/Santa Ana Area      | \$5,250,000             |
|                      | Bay Area                    | \$36,493,265            |
|                      | Los Angeles/Long Beach Area | \$66,174,270            |
|                      | Riverside Area              | \$3,900,000             |
|                      | Sacramento Area             | \$3,800,000             |
|                      | San Diego Area              | \$16,445,560            |
| Colorado             | Denver Area                 | \$3,900,000             |
| District of Columbia | National Capital Region     | \$50,360,095            |
| Florida              | Jacksonville Area           | \$1,500,000             |
|                      | Miami/Fort Lauderdale Area  | \$14,528,750            |
|                      | Orlando Area                | \$3,800,000             |
|                      | Tampa Area                  | \$3,800,000             |
| Georgia              | Atlanta Area                | \$7,700,000             |
| Hawaii               | Honolulu Area               | \$1,500,000             |
| Illinois             | Chicago Area                | \$66,174,270            |
| Indiana              | Indianapolis Area           | \$1,645,333             |
| Louisiana            | New Orleans Area            | \$1,645,333             |
| Maryland             | Baltimore Area              | \$3,800,000             |
| Massachusetts        | Boston Area                 | \$16,646,500            |
| Michigan             | Detroit Area                | \$5,250,000             |
| Minnesota            | Twin Cities Area            | \$5,250,000             |
| Missouri             | Kansas City Area            | \$1,645,333             |
|                      | St. Louis Area              | \$3,800,000             |
| Nevada               | Las Vegas Area              | \$5,250,000             |
| New Jersey           | Jersey City/Newark Area     | \$18,631,275            |
| New York             | New York City Area          | \$173,950,017           |
| North Carolina       | Charlotte Area              | \$3,800,000             |
| Ohio                 | Cincinnati Area             | \$1,645,333             |

| State/Territory | Urban Area                       | FY 2023 UASI Allocation |
|-----------------|----------------------------------|-------------------------|
|                 | Cleveland Area                   | \$1,645,333             |
| Oregon          | Portland Area                    | \$3,800,000             |
| Pennsylvania    | Philadelphia Area                | \$16,646,500            |
|                 | Pittsburgh Area                  | \$1,645,333             |
| Tennessee       | Nashville Area                   | \$1,500,000             |
| Texas           | Austin Area                      | \$1,500,000             |
|                 | Dallas/Fort Worth/Arlington Area | \$16,646,500            |
|                 | Houston Area                     | \$24,231,000            |
|                 | San Antonio Area                 | \$3,800,000             |
| Virginia        | Hampton Roads Area               | \$3,800,000             |
| Washington      | Seattle Area                     | \$6,250,000             |
| <b>Total</b>    |                                  | <b>\$615,000,000</b>    |

### **OPSG Allocations**

For FY 2023, 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 2023 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 most programs, including 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):** **09/1/2023**
5. **Projected Period of Performance End Date(s):** **8/31/2026**
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 through the SAA.

#### **2. Applicant Eligibility Criteria**

Eligible high-risk urban areas for the FY 2023 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.

For 2023, each SAA is **strongly encouraged** to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated with applying for subawards under this grant program. Each SAA should review its subaward application, and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes.

In FY 2023, 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 2023, 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/Restrictions

#### 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 [NIMS Implementation and Training | FEMA.gov](https://www.fema.gov/nims-implementation-and-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 2023 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,

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% of grant funding appropriated for grants awarded under HSGP’s authorizing statute are used for LETPAs. **For FY 2023, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA.** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% 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 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. The [Preparedness Grants Manual](#) and [Information Bulletin \(IB\) 473](#) include additional information on project selection considerations and allowable activities for LETPA investments. Also see Section D.14.f “Allowable Costs Matrix.”

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.

To ensure that DHS/FEMA’s policy guidance on the use of LETPA funds reflects the evolving threat environment, is responsive to stakeholder feedback, is clear and easy to understand, and is applied consistently across grant recipients, DHS/FEMA will issue additional guidance through an Information Bulletin for the FY 2023 HSGP. This guidance will provide applicants and recipients further clarification on how to account for LETPA activities. It will also provide clarification on what should be included in the investment justifications, best practices for submitting investment justifications for LETPA claimed activities, as well as information on how to distinguish LETPA activities from others. The Information Bulletin will be issued concurrently or soon after the release of this NOFO.

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. For more information about operational overtime costs, see Section D.14.f of this NOFO and the [Preparedness Grants Manual](#).

**4. Cost Share or Match**



There is no cost share or match requirement for the FY 2023 HSGP.

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

##### **1. Key Dates and Times**

- a. *Application Start Date:* **02/27/2023**
- b. *Application Submission Deadline:* **05/18/2023 at 5 p.m. ET**

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

The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of 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” 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](mailto: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 Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at [askcsid@fema.dhs.gov](mailto:askcsid@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

- c. *Anticipated Funding Selection Date:* **No later than 07/21/2023**
- d. *Anticipated Award Date:* **No later than 09/30/2023**
- e. *Other Key Dates*

| <b>Event</b>                                          | <b>Suggested Deadline for Completion</b>     |
|-------------------------------------------------------|----------------------------------------------|
| Initial registration in SAM.gov includes UEI issuance | Four weeks before actual submission deadline |



| Event                                                  | Suggested Deadline for Completion            |
|--------------------------------------------------------|----------------------------------------------|
| Obtaining a valid Employer Identification Number (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 |
| Registering in ND Grants                               | Four weeks before actual submission deadline |
| Starting application in Grants.gov                     | One week before actual submission deadline   |
| Submitting application in Grants.gov                   | Three days 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 Non-Disaster Grants (ND Grants) System. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>.

## 4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Each applicant, unless they have a valid exception under 2 CFR 25.110, must:

- 1) Be registered in SAM.gov before application submission;
- 2) Provide a valid Unique Entity Identifier (UEI) in its application; and
- 3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process if selected for award.

## 5. 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 Unique Entity Identifier (UEI) number from SAM.gov and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with [login.gov](https://sam.gov/login);
- 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 Authorized Organizational Representative (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 an UEI 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 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)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI 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](mailto: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 an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

## 6. 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.

## **7. 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](#).

## **8. 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 must submit the following forms:

- SF-424, Application for Federal Assistance; and
- 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](#).

## **9. 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](mailto:ndgrants@fema.dhs.gov) or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see [Non-Disaster Grants Management System | FEMA.gov](#).

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.

## 10. 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 **5:00 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.

## 11. Content and Form of Application Submission

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

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at [SF-424 Family | Grants.gov](#).

#### 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 2023 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill 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 the National Priority Areas. 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 2023 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the five National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, Election Security, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant’s SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area *must* be submitted in the same IJ.** 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 minimum percent and up to 30% of the total SHSP or UASI allocations) 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; and
- Support building capability and/or closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

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 and equitably 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, 2024. This includes IJs for the 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 2023 BSIR due January 30, 2024. DHS/FEMA will not reduce FY 2023 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 AND UASI

- Applicants must propose at least 5 and may include up to 12 investments.
- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and 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.
- 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 building capability and/or 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 AND UASI

States are encouraged to review the [Strategic Framework for Countering Terrorism and Targeted Violence](#) when developing investments.

#### • **Soft Targets/Crowded Places (3%)**

Soft targets and crowded places are increasingly appealing to terrorists and other violent 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 violent 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, polling places, and similar facilities.

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2023 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. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the [Cybersecurity and Infrastructure Security Agency](#) and the [National Institute of Standards and Technology](#).

- **Information and Intelligence Sharing (3%)**

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, tribal, and territorial governments and private sector partners. Cooperation and information sharing among state, local, tribal, territorial, and federal partners across all areas of the homeland security enterprise, including counterterrorism, while upholding privacy, civil rights, and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence. Counterterrorism includes both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas.

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 and high-risk 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 2023 national priority percentage for information sharing 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 (3%)**

As stated in the [Homeland Threat Assessment October 2020](#), 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 leveraging 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 and high-risk 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 2023 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through [Center for Prevention Programs and Partnerships | Homeland Security \(dhs.gov\)](#).

- **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will 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 2023 HSGP grant awards will be required to complete the 2023 [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 2023 NCSR is estimated to be open from October 2023 through February 2024.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds and is taken once for each fiscal year award. 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](#).

Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the [Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals | CISA](#), and the [National Institute of Standards and Technology](#).

- **Community Preparedness and Resilience (3%)**

Community organizations are the backbones of American civic life, both during "blue skies" and in the aftermath of terrorist attacks. Community organizations, such as

homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community's resilience. FEMA's [2022 National Household Survey](#) recorded a 4% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state's and urban area's efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through [Individuals and Communities | FEMA.gov](#).

- **Election Security (3%)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance physical election security and/or cyber election security. Additionally, the proposed investment must meet or exceed the FY 2023 national priority percentage for election security and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

The SAA *must* include the State's Chief Election Official for all projects and matters related to the election security National Priority Area. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

#### IV. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

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 2023.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:

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

#### **V. COMPLETING IJS IN THE GRANT REPORTING TOOL (GRT): SHSP AND UASI**

In the Related Documents section of the [Grants.gov](https://www.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](https://www.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.

#### **VI. DEVELOPMENT OF CONCEPT OF OPERATIONS FOR OPSG**

As part of the FY 2023 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 priority 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, while upholding privacy, civil rights and civil liberties protections, 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](#).

## **VII. 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.

## **12. Other Submission Requirements**

### **Fusion Center Investments**

Of the proposed SHSP- and UASI-funded investments, one single project 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](#).

### **Emergency Communications Investments**

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. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee, as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

### **13. 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 [Executive Orders | National Archives](#) and [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#)).

### **14. 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, 200.327, 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.

Guidance is available [at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#), or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards \(fema.gov\)](#).

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

M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a result of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the [Preparedness Grants Manual](#) for additional information on direct costs.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the enhancing the protection of soft targets and crowded places 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 5% 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% 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% of the OPSG award. Examples applying this principle:

SAA 1:

Total award: \$6,000,000

SHSP: \$1,000,000 OPSG: \$2,500,000 UASI: \$2,500,000

M&A Maximum: \$300,000 (5% 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%) 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:

Total award: \$4,500,000

SHSP: \$3,500,000 OPSG: \$1,000,000

M&A Maximum: \$225,000 (5% 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%) 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.

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 2023 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 2023 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.

**e. *Funds Transfer Restrictions***

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.

**f. *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<sup>3</sup> and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended. Examples of such general-purpose

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<sup>3</sup>Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

equipment may include:

- Law enforcement/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff<sup>4</sup> 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 noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.<sup>5</sup>

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a

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<sup>4</sup>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.

<sup>5</sup> FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.

Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

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.

#### IV. TRAINING

Training costs are allowed under this program. Please see the [Preparedness Grants Manual](#) for more information. Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

#### 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% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% 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% personnel cap. For more information on the 50% personnel cap, please see FEMA [IB 421b](#). For more information about operational overtime costs for SHSP, UASI, and OPSG, please see the [Preparedness Grants Manual](#).

##### Operational Overtime Costs for SHSP and UASI

As stated in the [Preparedness Grants Manual](#), in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories in the authorized categories outlined in the [Preparedness Grants Manual](#). FEMA retains the

discretion to approve other types of requests that do not fit within one of these categories.

Except for an elevated National Terrorism Advisory (NTAS) alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. *Post-event operational overtime requests will only be considered on a case-by-case basis*, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.

### **Operational Overtime Costs for OPSG**

As stated in the [Preparedness Grants Manual](#), OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated in the [Preparedness Grants Manual](#).

## **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. 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](#).

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. 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](#).

| <b>Allowable Program Activities</b>                                                                                                                                                                 | <b>SHSP</b> | <b>UASI</b> | <b>OPSG</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-------------|
| <b>Allowable Planning Costs</b>                                                                                                                                                                     |             |             |             |
| Developing hazard/threat-specific annexes                                                                                                                                                           | Y           | Y           | N           |
| Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives                                                                                   | Y           | Y           | N           |
| Developing related terrorism and other catastrophic event prevention activities                                                                                                                     | Y           | Y           | N           |
| Developing and enhancing plans and protocols                                                                                                                                                        | Y           | Y           | N           |
| Developing or conducting assessments                                                                                                                                                                | Y           | Y           | N           |
| Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities                                                                 | Y           | Y           | N           |
| Materials required to conduct planning, engagement, and volunteer management activities                                                                                                             | Y           | Y           | N           |
| Travel/per diem related to planning, engagement, and volunteer management 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           |
| Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs                                                           | 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 and continuity of operations plans                                                                                                            | Y           | Y           | N           |
| Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities                                                               | Y           | Y           | N           |
| <b>Allowable Organizational Activities</b>                                                                                                                                                          |             |             |             |
| <b>Note:</b> Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. |             |             |             |
| Program management                                                                                                                                                                                  | Y           | Y           | N           |
| Development of whole community partnerships                                                                                                                                                         | Y           | Y           | N           |
| Structures and mechanisms for information sharing between the public and private sector                                                                                                             | Y           | Y           | N           |
| Implementing models, programs, and workforce enhancement initiatives                                                                                                                                | Y           | Y           | N           |



| Allowable Program Activities                                                                                                                                                                                                              | SHSP | UASI | OPSG |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| 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% of the allocation)                                                                         | Y    | Y    | Y    |
| Overtime for information, investigative, and intelligence sharing activities (up to 50% 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% of the allocation).                                                | Y    | Y    | Y    |
| Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses. | Y    | Y    | N    |
| Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT                                                                                                                           | Y    | Y    | N    |
| Cost of migrating online services to the “.gov” domain                                                                                                                                                                                    | Y    | Y    | N    |
| <b>Allowable Equipment Categories</b>                                                                                                                                                                                                     |      |      |      |
| Personal Protective Equipment                                                                                                                                                                                                             | Y    | Y    | Y    |
| <b>Allowable Equipment Categories</b>                                                                                                                                                                                                     |      |      |      |
| Explosive Device Mitigation and Remediation Equipment                                                                                                                                                                                     | Y    | Y    | N    |
| CBRNE Operational Search and Rescue Equipment                                                                                                                                                                                             | Y    | Y    | N    |
| Information Technology                                                                                                                                                                                                                    | Y    | Y    | Y    |
| Cybersecurity Enhancement Equipment                                                                                                                                                                                                       | Y    | Y    | N    |
| Interoperable Communications Equipment                                                                                                                                                                                                    | Y    | Y    | Y    |
| Detection                                                                                                                                                                                                                                 | Y    | Y    | Y    |
| Decontamination                                                                                                                                                                                                                           | Y    | Y    | N    |
| Medical countermeasures                                                                                                                                                                                                                   | Y    | Y    | Y    |
| Power (e.g., generators, batteries, power cells)                                                                                                                                                                                          | Y    | Y    | Y    |
| CBRNE Reference Materials                                                                                                                                                                                                                 | Y    | Y    | N    |
| CBRNE Incident Response Vehicles                                                                                                                                                                                                          | Y    | Y    | N    |
| Terrorism Incident Prevention Equipment                                                                                                                                                                                                   | Y    | Y    | Y    |
| Physical Security Enhancement Equipment                                                                                                                                                                                                   | Y    | Y    | Y    |
| Inspection and Screening Systems                                                                                                                                                                                                          | Y    | Y    | Y    |
| Animal Care and Foreign Animal Disease                                                                                                                                                                                                    | Y    | Y    | N    |
| CBRNE Prevention and Response Watercraft                                                                                                                                                                                                  | Y    | Y    | N    |
| CBRNE Prevention and Response Unmanned Aircraft                                                                                                                                                                                           | Y    | Y    | N    |
| CBRNE Aviation Equipment                                                                                                                                                                                                                  | Y    | Y    | N    |
| CBRNE Logistical Support Equipment                                                                                                                                                                                                        | Y    | Y    | N    |
| Intervention Equipment (e.g., tactical entry, crime scene processing)                                                                                                                                                                     | Y    | Y    | Y    |
| Critical emergency supplies                                                                                                                                                                                                               | Y    | Y    | N    |
| General use vehicle acquisition, lease, and rental                                                                                                                                                                                        | N    | N    | Y    |
| Specialized vehicle acquisition, lease, and rental                                                                                                                                                                                        | Y    | Y    | Y    |
| Other Authorized Equipment                                                                                                                                                                                                                | Y    | Y    | Y    |
| <b>Allowable Training Costs</b>                                                                                                                                                                                                           |      |      |      |
| Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes                                                                                                        | Y    | Y    | N    |

| <b>Allowable Program Activities</b>                                                                                                                                                                                                                                      | <b>SHSP</b> | <b>UASI</b> | <b>OPSG</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-------------|
| 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           |
| Supplies                                                                                                                                                                                                                                                                 | Y           | Y           | N           |
| Instructor certification/re-certification                                                                                                                                                                                                                                | Y           | Y           | N           |
| Coordination with Citizen Corps Councils and CERT in conducting training exercises                                                                                                                                                                                       | Y           | Y           | N           |
| Preparedness training for community preparedness initiatives and programs                                                                                                                                                                                                | Y           | Y           | N           |
| Interoperable communications training                                                                                                                                                                                                                                    | Y           | Y           | N           |
| Activities to achieve planning inclusive of people with limited English proficiency                                                                                                                                                                                      | Y           | Y           | N           |
| Immigration enforcement training                                                                                                                                                                                                                                         | Y           | Y           | Y           |
| <b>Allowable Exercise Related Costs</b>                                                                                                                                                                                                                                  |             |             |             |
| Design, Develop, Conduct, and Evaluate an Exercise                                                                                                                                                                                                                       | Y           | Y           | N           |
| Full- or part-time staff or contractors/consultants                                                                                                                                                                                                                      | Y           | Y           | N           |
| Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises                                                                                                                             | Y           | Y           | N           |
| Implementation of HSEEP                                                                                                                                                                                                                                                  | Y           | Y           | N           |
| Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs                                                                                                                                                        | Y           | Y           | N           |
| Travel                                                                                                                                                                                                                                                                   | Y           | Y           | N           |
| Supplies                                                                                                                                                                                                                                                                 | Y           | Y           | N           |
| Interoperable communications exercises                                                                                                                                                                                                                                   | Y           | Y           | N           |
| <b>Allowable Exercise Related Costs</b>                                                                                                                                                                                                                                  |             |             |             |
| Activities to achieve planning inclusive of people with limited English proficiency                                                                                                                                                                                      | Y           | Y           | N           |
| <b>Allowable M&amp;A Costs</b>                                                                                                                                                                                                                                           |             |             |             |
| Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements                                                    | Y           | Y           | Y           |
| Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls                                                                                                                                                     | Y           | Y           | Y           |
| Overtime and backfill costs                                                                                                                                                                                                                                              | Y           | Y           | Y           |
| Travel                                                                                                                                                                                                                                                                   | Y           | Y           | Y           |
| Meeting related expenses                                                                                                                                                                                                                                                 | Y           | Y           | Y           |
| Authorized office equipment                                                                                                                                                                                                                                              | Y           | Y           | 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           |
| Completing the Civil Rights Evaluation Tool                                                                                                                                                                                                                              | Y           | Y           | Y           |
| Conducting activities related to evaluating project effectiveness for HSGP-funded projects                                                                                                                                                                               | Y           | Y           | Y           |
| <b>LETPA Costs</b>                                                                                                                                                                                                                                                       |             |             |             |
| 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, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions) | Y           | Y           | N           |



| Allowable Program Activities                                                                                                                                                                                                                                                      | SHSP | UASI | OPSG |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------|
| Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism                   | Y    | Y    | N    |
| Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events                                                                                                                              | Y    | Y    | N    |
| Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology | 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 infrastructure locations                                                                                              | 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 2023 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 building capability and/or 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 requirements. Additional 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 enacted 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; and/or
- 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 building capability and/or 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 CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD 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 2023 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, DHS Center for Prevention Programs and Partnerships, 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.

Community preparedness and resilience investments will be reviewed by DHS/FEMA 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.

Election security 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 scoring 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 includes 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%) 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 2023 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2023 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; 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 2023 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- Investment Strategy (40%): 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 (20%): 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 (40%): Proposals will be evaluated on how the 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.
- 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 2023 OPSG funds will be allocated among the eligible jurisdictions 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 2023 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.**

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND Grants system, please see the ND Grants Grant Recipient User Guide, which is available at [Non-Disaster Grants Management System | FEMA.gov](#) along with other ND Grants materials.

Funds will remain on hold until the recipient accepts the award through the ND Grants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

See the [Preparedness Grants Manual](#) for information on Notice of Award.

### **2. Pass-Through Requirements**

Awards made to the SAA for HSGP carry additional **statutorily mandated** 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. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

**Four criteria 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% of the funds awarded under SHSP and UASI to the above-defined local or tribal units of government within 45 calendar days of receipt of the funds. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier.

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

It is important to note that the 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 August 25, 2023, while the period of performance dates for that award September 1, 2023, through August 31, 2026. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2023 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2023 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.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

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% 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% of funding for expenditures made by the

state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

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 2023, 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.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2023 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2023 funding.**

#### **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:

- [EHP Compliance](#);
- [FirstNet](#);
- [NIMS Implementation](#); and
- [SAFECOM Guidance](#).

#### **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 DHS and 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 [External Civil Rights Division | FEMA.gov](#).

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.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

**c. *Environmental Planning and Historic Preservation (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.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\) \(fema.gov\)](#).

All GPD actions, including grant-funded actions, must comply with National Flood Insurance Program criteria or any more restrictive federal, state, or local floodplain

management standards or building code (44 CFR § 9.11(d)(6)). All GPD-funded non-critical actions in 1% annual chance floodplains (also known as 100-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the lower of:

- Two feet above the 1% annual chance flood elevation (also known as the base flood elevation), in accordance with the Federal Flood Risk Management Standard (FFRMS) “Freeboard Value Approach” (FVA); or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least two feet above the 1% annual chance flood elevation.

All GPD-funded critical actions in 0.2% annual chance floodplains (also known as 500-year floodplains) that involve new construction or substantial improvement of structures must be elevated, at a minimum, to the higher of:

- Three feet above the 1% annual chance flood elevation; or
- The 0.2% annual chance flood elevation. Where 0.2% annual chance flood elevations are not available, such actions must be elevated to at least three feet above the 1% annual chance flood elevation.

See [EO 11988, Floodplain Management](#), as amended by [EO 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input](#).

**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 in compliance 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 [FEMA Form](#). Additionally, all recipients under this funding opportunity are required to comply with the [FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1](#).

**d. *National Incident Management System (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 [NIMS Components - Guidance and Tools | FEMA.gov](#).

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 [National Incident Management System | FEMA.gov](#).

**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 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). 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.

#### **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. Failure to respond in this manner may result in funding holds on current and future awards until the requested information is provided.

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 the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by email at [askcsid@fema.dhs.gov](mailto: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](mailto:askcsid@fema.dhs.gov), Monday through Friday, 9:00 AM – 5:00 PM ET.

#### **c. *Grant Programs Directorate (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](mailto: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](mailto: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](mailto:gpdehpinfo@fema.dhs.gov).

### **2. Systems Information**

#### **a. *Grants.gov***

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

**b. *Non-Disaster (ND) Grants***

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at [ndgrants@fema.dhs.gov](mailto:ndgrants@fema.dhs.gov) or (800) 865-4076, Monday through Friday, 9:00 AM – 6:00 PM ET. User resources are available at [Non-Disaster Grants Management System | FEMA.gov](#).

**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](mailto:ask-GMD@fema.dhs.gov).

**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. Program Evaluation**

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), [Pub. L. No. 115-435 \(2019\)](#) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

In addition, recipients are required to participate in a DHS-led evaluation if selected, which may be carried out by a third-party on behalf of the Program Office or DHS. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant, and provide access to program operating personnel and participants, as specified by the evaluator(s) during the award.

**3. Period of Performance Extensions**

Extensions to the period of performance 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.

#### 4. Financial Assistance Programs for Infrastructure

##### a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#) and [Build America, Buy America Act Frequently Asked Questions \(FAQs\) | FEMA.gov](#). Additional information is found in [Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001](#).

##### b. *Waivers*

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.



For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

**c. *Definitions***

**Construction materials:** an article, material, or supply — other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives — that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

**Domestic content procurement preference:** Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

**Federal financial assistance:** Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of [the Robert T. Stafford Disaster Relief and Emergency Assistance Act](#) relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

**Infrastructure:** Infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

**Produced in the United States** means the following for:

- **Iron and steel:** All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- **Manufactured products:** The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- **Construction Materials:** All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.



***Cal* OES**

**GOVERNOR'S OFFICE  
OF EMERGENCY SERVICES**

**Fiscal Year 2023  
Homeland Security Grant Program**

***California Supplement to the  
Federal Notice of Funding Opportunity***

*October 2023*

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**Federal Program Announcement**

In February 2023, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP), [Notice of Funding Opportunity](#) (NOFO) and the FEMA [Preparedness Grants Manual](#).

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in [Title 2, Code of Federal Regulations \(C.F.R.\), Part 200](#).

**Information Bulletins**

DHS issues [Information Bulletins](#) (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

**Grant Management Memoranda**

Cal OES issues [Grant Management Memoranda](#) (GMMs) which provide additional information and requirements regarding HSGP funds.

**Purpose of the California Supplement**

The FY 2023 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA [Preparedness Grants Manual](#). Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2022 and FY 2023 HSGP and highlight additional California policies and requirements applicable to FY 2023 HSGP.

**Eligible Subrecipients**

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

**Tribal Allocations**

The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Request for Proposal will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.

**Subrecipient  
Allocations**

FY 2023 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.

**Supplanting**

Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.

**Public/Private  
Organizations**

Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.

**Debarred/  
Suspended  
Parties**

Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at [2 C.F.R. § 180.335](#). The rule also applies to Subrecipients who pass through funding to other local entities.

**Debarred/  
Suspended  
Parties  
Cont.**

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at [2 C.F.R. § 180.335](#), immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

**Key Changes to  
the FY 2023  
HSGP**

**National Priority Areas:** There are six National Priority Areas (NPAs) for FY 2023. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – 3% minimum;
- Enhancing the protection of soft targets/crowded places – 3% minimum;
- Enhancing cybersecurity – no minimum requirement;
- Enhancing community preparedness and resilience – 3% minimum;
- Combating domestic violent extremism – 3% minimum;
- Enhancing election security – **NEW:** 3% minimum.



**Key Changes to  
the FY 2023  
HSGP  
Cont.**

**Law Enforcement Terrorism Prevention Activities:** Increased from 30% to 35% of the subaward.

**Build America, Buy America Act (BABAA):**

FY 2023 HSGP is subject to BABAA requirements. The BABAA requires all federal agencies, including FEMA, to ensure that no federal financial assistance for “infrastructure” projects is provided unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. The BABAA requirements only apply to awards or funds obligated on or after January 2, 2023, and do not apply to awards or funds obligated during the waiver period from July 1, 2022, through January 1, 2023.

## Section 2 – Federal Changes and Initiatives | 2023

FY 2023 National  
Priorities

DHS/FEMA annually publishes the [National Preparedness Report](#) (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2023, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 3%;
- Enhancing the protection of soft targets/crowded places - 3%;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – 3%
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – 3%; and
- Enhancing election security – 3% minimum.

The NPA specifically addressing emerging threats has been removed, but activities in this category remain allowable expenses under other investment areas. Further, **applicants must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have new flexibility on how that funding is allocated.** Although 15% is required in minimum spending across **five** NPAs, as noted above, the remaining 15% can be allocated across any of the six NPAs. Enhancing Cybersecurity NP does not require a minimum allocation.

**FY 2023 National  
Priorities  
Cont.**

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. 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, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting 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 (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

## FY 2023 National Priorities Cont.

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses NPs outlined in the FY 2023 NOFO. Further, projects 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 improvements are measured and/or evaluated.
- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each NP is included in the [FY 2023 HSGP NOFO \(Section A\)](#).

## National Campaigns and Programs

**Whole Community Preparedness** – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize [established best practices for whole community inclusion](#) and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

**National  
Campaigns and  
Programs Cont.**

**Active Shooter Preparedness** – DHS developed a comprehensive [Active Shooter Preparedness website](#), which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

**Soft Targets and Crowded Places** – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering. For more information, please see DHS's [Hometown Security Program](#).

**Community Lifelines** – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the [Community Lifelines Implementation Toolkit website](#).

**Strategic Framework for Countering Terrorism and Targeted Violence** – DHS adopted the [DHS Strategic Framework for Countering Terrorism and Targeted Violence](#) which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

## National Campaigns and Programs Cont.

**Countering Violent Extremism (CVE) Training** - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

## National Cybersecurity Review

The [National Cybersecurity Review \(NCSR\)](#) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October and February 2024.

The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs.

Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES.

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in [IB 439](#) and [429a](#).

## NIMS Implementation

Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the [National Incident Management System](#) (NIMS).

**Law Enforcement  
Terrorism  
Prevention  
Activities**

At least 35% of the grant funding under SHSP and UASI must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). This required LETPA allocation can be from SHSP, UASI, or both and may be met by funding projects in any combination of the six NPAs and any other investments.

Allowable expenditures can be found in the authorizing legislation, [Preparedness Grants Manual](#), [Information Bulletin \(IB\) No. 473 Supplemental Guidance for LETPA Expenditures](#), the [National Prevention Framework](#), and [National Protection Framework](#).

For an activity to be counted towards the LETPA requirement, it must have a law enforcement terrorism prevention nexus. If an activity is listed in the authorizing legislation or can be directly tied to a capability in the National Prevention Framework or shared capability in the National Protection Framework, then it is presumed to have law enforcement nexus and be a LETPA. For all other claimed activities, nexus to law enforcement and terrorism prevention must be clearly explained.

Refer to [IB 485 - FY23 LETPA Supplemental Guidance](#) to the NOFO for further direction on how to account for LETPA activities, best practices for submitting LETPA investments, and information on how to distinguish LETPA from other activities .

**Management  
and  
Administration**

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2023 HSGP.

**Indirect Costs**

Indirect costs are allowable under the FY 2023 HSGP Grant Award.

Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

## Indirect Costs Cont.

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the FMFW on the Indirect Cost Tab if being claimed under the award.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

## Organization Costs – Overtime

Operational overtime costs are allowable *for increased security measures at critical infrastructure sites* if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page A-4 of the [Preparedness Grants Manual](#), all operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in *Table 2: Authorized Operational Overtime Categories*.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via [Allowability Request Log \(ARL\) Form](#) at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity.

***All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.***



## Personnel Cap

Pursuant to [6 U.S.C. § 609\(b\)](#), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing to the Program Representative on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see [IB 421b](#) for more information on the waiver process.

## Equipment Typing/ Identification and Use

Allowable HSGP equipment is listed on the [FEMA Authorized Equipment List](#) (AEL) website.

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The [FEMA Resource Typing Library Tool \(RTLTL\)](#) can be used to help determine the type and capability.

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the [FEMA Preparedness Grants Manual](#) for additional information.

**Equipment Typing/  
Identification and  
Use Cont.**

Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.

**Equipment  
Maintenance/  
Sustainment**

Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA [IBs 336](#) and [379](#), as well as Grant Programs Directorate (GPD) Policy [FP-205-402-125-1](#).

**Emergency  
Communications  
Projects**

All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.

**Telecom  
Equipment and  
Services  
Prohibitions**

Effective August 13, 2020, section 889(f)(2)-(3) of the [John S. McCain National Defense Authorization Act for FY 2019 \(NDAA\)](#) and [2 C.F.R. § 200.216, 200.471](#), and Appendix II to 2 C.F.R. Part 200 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) 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);
- 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

**Telecom Equipment  
and Services  
Prohibitions Cont.**

- 4) 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.

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

**Prohibited and  
Controlled  
Equipment**

Effective May 25, 2022, [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), Section 12(a) of EO 14074 directs the Department of Homeland Security (DHS) to review its grant programs and, consistent with applicable law, prohibits the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies (LEAs).

For all awards issued on or after January 1, 2023, The policy directly prohibits certain types of equipment outright (prohibited equipment), whereas other types of equipment may be controlled, or LEAs are required to submit certifications prior to purchase.

Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Recipients and Subrecipients should refer to applicable program guidance or contact your Program Representative to determine if a particular type of equipment is allowable under that program.

Additional information regarding Prohibited and Controlled Equipment is available on [FEMA Policy 207-22-0002](#).

## **Small Unmanned Aircraft Systems**

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [FEMA Policy 207-22-0002](#) and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for [03OE-07-SUAS](#) details questions that must be included in the Aviation Request justification. Reference the [Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems](#) for additional information.

**FEMA approval is required before a SUAS can be purchased with HSGP grants funds.**

## **Emergency Operations Plans**

Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the [Comprehensive Preparedness Guide 101 version 2.0](#).

## **Conflict of Interest**

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Program Representative, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

**Build America,  
Buy America Act  
(BABAA)**

Under FEMA financial assistance programs, the BABAA requirements apply to:

- New awards made on or after January 2, 2023,
- New funding that FEMA obligates to existing awards or through renewal awards on or after January 2, 2023; and
- Infrastructure projects.

Funds provided under this program may not be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Additionally, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

When necessary, Subrecipients may apply for a waiver from these requirements. Additional information regarding the BABAA can be found on FEMA's website under [Buy America Preference Buy America Preference](#).

**FY 2023  
Investments**

The State prioritized the following investment strategies for the FY 2023 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority);**
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority);**
3. Enhance Cybersecurity **(National Priority);**
4. Enhancing Community Preparedness and Resilience **(National Priority);**
5. Combating Domestic Violent Extremism **(National Priority);**
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

## Section 3 – State Changes and Initiatives | 2023

**California  
Homeland  
Security Strategy  
Goals**

The State prioritized the following California Homeland Security Strategy Goals for the FY 2023 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

**State Initiative  
Funding**

For FY 2023, Cal OES shall retain 20% of the SHSP and 18.5% of the UASI funding for state initiatives.

**“On Behalf Of”**

Cal OES may, in conjunction with local approval authorities, designate funds “on behalf of” local entities who choose to decline or fail to utilize their subaward in a timely manner.

**Public Alert and  
Warning**

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction's alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

## Section 4 – Required State Application Components | 2023

## Financial Management Forms Workbook

The FY 2023 Cal OES FMFW includes:

**Grant Subaward Face Sheet** – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available [sam.gov](https://sam.gov).

**Authorized Body of 5** – Provide the contact information of Authorized Agents (AA), delegated via the Governing Body Resolution (GBR) or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

**Project Ledger** – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, Grant Subaward Modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

**Planning Tab** – Provides detailed information on grant-funded planning activities with a final product identified.

**Organization Tab** – Provides detailed information on grant-funded organizational activities.

**Equipment Tab** – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

**Training Tab** – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The [Training Request Form](#) must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

**Exercise TAB** – Provides detailed information on grant-funded exercises.

**M&A Tab** – Provides information on grant-funded M&A activities.

**Indirect Costs Tab** – Provides information on indirect costs.



**Financial  
Management  
Forms  
Workbook  
Cont.**

**Consultant-Contractor Tab** – Provides detailed information on grant-funded consultants and contractors.

**Authorized Agent Page** – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

**Subrecipient  
Grants  
Management  
Assessment**

Per [2 C.F.R. § 200.332](#), Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The [Subrecipient Grants Management Assessment Form](#) contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

**Application  
Attachments**

**Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure** – Use the [FFATA Financial Disclosure Form](#) to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

**Certification Regarding Lobbying** – Use the [Certification Regarding Lobbying Form](#) to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

**Intelligence Analysts Certificates** – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

**UASI Footprint (UASIs Only)** – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

**UAWG Member Roster (UASIs Only)** – A list of all current UAWG members with positions or titles.

**Indirect Cost Rate Agreement** – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

## Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the FY 2023 Standard Assurances as part of their FY 2023 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

**NOTE:** Self-created Standard Assurances will not be accepted.

## Operational Areas and Urban Areas

**Governing Body Resolution** – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2023, FY 2024, FY 2025; and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

**Authorized Agent Information** – For each person or position appointed by the governing body, identify the individual in the Authorized Body of 5 ledger of the FMFW.

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the GBR. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

## Operational Areas Only

**Approval Authority Body** – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

## Urban Areas Only

**Urban Area Working Groups** – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria are found in the FEMA [Preparedness Grants Manual](#).

**Threat Hazard Identification and Risk Assessment** – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

**Stakeholder Preparedness Review** – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

**Fusion  
Centers Only**

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

**State  
Agencies and  
Tribes Only**

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

## Section 5 – State Application Process | 2023

**Application Submission**

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2023 HSGP Timeline, referenced as Attachment B.

**Late or Incomplete Application**

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

**HSGP Contact Information**

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services  
ATTN: Grants Management (Building F)  
Homeland Security Grants Unit  
3650 Schriever Avenue  
Mather, CA 95655

|                     |                |
|---------------------|----------------|
| Darlene Arambula    | (916) 845-8427 |
| Christopher Camacho | (916) 845-8789 |
| Laura Halverstadt   | (916) 845-8899 |
| Antoinette Johnson  | (916) 845-8260 |
| Jim Lane            | (916) 845-8428 |
| Tyrone Freeman      | (916) 328-7750 |
| Abigayle Tirapelle  | (916) 845-8400 |

The [Program Representative Regional Assignments Map](#) is available at the Cal OES website under "Regional Assignments".

**Subaward  
Approval**

Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

## Section 6 – Post Award Requirements | 2023

**Payment Request Process**

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES HSGP FMFW, returning it to the appropriate Program Representative. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

**Advances and Interest Earned on Advances**

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned amounts up to \$500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

**Semi-Annual Drawdown Requirements**

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

**Modifications**

Post-award budget and scope modifications must be requested using the [Cal OES HSGP FMFW v1.23](#), signed by the Subrecipient's AA, and submitted to the Program Representative.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

## **Modifications Cont.**

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference [GMM 2018-17](#) for additional information regarding modification requests.

### **Modifications to NP Projects have additional restrictions as indicated below:**

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

## **Training Requirements**

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a “placeholder” for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Program Representative and the Training Branch to identify a possible “placeholder” for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a [Training Request Form](#) and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must



## **Training Requirements Cont.**

be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](mailto:Training@CalOES.ca.gov) at (916) 845-8745 or [Training@CalOES.ca.gov](mailto:Training@CalOES.ca.gov).

## **Exercises, Improvement Plans, and After-Action Reporting**

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov)
- [exercise@caloes.ca.gov](mailto:exercise@caloes.ca.gov)
- [christopher.camacho@caloes.ca.gov](mailto:christopher.camacho@caloes.ca.gov)

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at [exercise@caloes.ca.gov](mailto:exercise@caloes.ca.gov).

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

## **Procurement Standards and Written Procedures**

Subrecipients must conduct procurement using documented local government procurement procedures, or the federal procurement standards found in [2 C.F.R. Part 200](#), whichever are more strict. Subrecipients must also have written conflict of interest policies governing the actions of its employees engaged in the selection, award and administration of contracts, including disciplinary actions for violations of such standards.

## Procurement Thresholds

Effective June 20, 2018, the micro-purchase threshold was increased from \$3,500 to \$10,000 and the simplified acquisition threshold was increased from \$150,000 to \$250,000. These increases apply to all Subrecipient procurements executed on or after June 20, 2018.

Refer to [IB 434](#) for additional information.

## Procurement Documentation

Non-federal entities, other than states and territories, are required to maintain and retain records sufficient to detail the history of procurements, covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented. Examples of the types of documents that would meet this requirement include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments;
- Documents demonstrating inclusion of required contract provisions; and
- Other documents required by federal regulations applicable at the time the grant was awarded to the Subrecipient.

## Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES [Request for Noncompetitive Procurement Authorization](#) form. Cal OES may request additional documentation that supports the procurement effort.

### **Noncompetitive Procurement Cont.**

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to [GMM2017-01A](#) and [GMM2021-05](#) for additional guidance.

### **Performance Bond**

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant period of performance.

Cal OES *requires* Subrecipients to obtain a performance bond when procuring any equipment item over \$250,000, or for any vehicle, aircraft, or watercraft that requires full or partial payment **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

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

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. Program Representatives will provide additional instructions should this report be required.

**Environmental  
Planning and  
Historic  
Preservation (EHP)  
Cont.**

[EHP Screening Requests](#) should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the [FEMA GPD EHP Policy Guidance](#).

**Construction and  
Renovation**

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

Project construction using SHSP and UASI funds may not exceed \$1,000,000 or 15% of the grant subaward (for the purposes of limitations on funding levels, communications towers are not considered construction).

***Written approval for construction must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.***

## **Inventory Control and Property Management**

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

## **Equipment Disposition**

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Program Representative to request disposition instructions. See [2 C.F.R. § 200.313\(e\)](#).

## **Performance Reporting**

Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA [Grants Reporting Tool](#) (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT. To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Program Representative.

## Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Program Representative. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;

## **Extension Requests Cont.**

7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Program Representative. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

## **Progress Reports on Grant Extensions**

All Subrecipients that receive Cal OES approval to extend their FY 2023 Grant Subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Program Representative. Deadlines for the submission of progress reports will be established at the time of extension approval.

## **Monitoring**

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent

## Monitoring Cont.

modifications, including the review of timesheets and invoices as applicable;

- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with Standard Assurances; and
- Information provided on performance reports and payment requests

**NOTE:** It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a “hold” placed on any future reimbursements until the “finding” is resolved.

## Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a “hold” placed on any future reimbursements.

## Suspension/ Termination

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.

## Suspension/



## Termination Cont.

- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

## Closeout

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem. Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed. Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

## Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other

computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See [2 C.F.R. § 200.334\(f\)](#).

In order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

**Records Retention  
Cont.**

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See [2 C.F.R. §§ 200.334, 200.336](#).

## Attachment A – FY 2023 HSGP Allocations | 2023

\*SHSP allocations reflect National Priority Area project adjustments

| State Homeland Security Program (SHSP) |             |  |                  |             |
|----------------------------------------|-------------|--|------------------|-------------|
| Operational Area                       | Total Award |  | Operational Area | Total Award |
| ALAMEDA                                | 1,650,795   |  | ORANGE           | 3,091,413   |
| ALPINE                                 | 76,145      |  | PLACER           | 465,161     |
| AMADOR                                 | 113,439     |  | PLUMAS           | 93,069      |
| BUTTE                                  | 267,310     |  | RIVERSIDE        | 2,398,207   |
| CALAVERAS                              | 117,971     |  | SACRAMENTO       | 1,578,910   |
| COLUSA                                 | 94,168      |  | SAN BENITO       | 137,459     |
| CONTRA COSTA                           | 1,178,218   |  | SAN BERNARDINO   | 2,161,778   |
| DEL NORTE                              | 100,963     |  | SAN DIEGO        | 3,210,706   |
| EL DORADO                              | 256,682     |  | SAN FRANCISCO    | 878,889     |
| FRESNO                                 | 1,039,636   |  | SAN JOAQUIN      | 823,130     |
| GLENN                                  | 102,425     |  | SAN LUIS OBISPO  | 342,774     |
| HUMBOLDT                               | 203,934     |  | SAN MATEO        | 785,321     |
| IMPERIAL                               | 246,059     |  | SANTA BARBARA    | 499,634     |
| INYO                                   | 93,103      |  | SANTA CLARA      | 1,882,403   |
| KERN                                   | 942,855     |  | SANTA CRUZ       | 329,271     |
| KINGS                                  | 220,012     |  | SHASTA           | 247,205     |
| LAKE                                   | 126,762     |  | SIERRA           | 78,080      |
| LASSEN                                 | 103,878     |  | SISKIYOU         | 116,809     |
| LOS ANGELES                            | 9,481,457   |  | SOLANO           | 501,615     |
| MADERA                                 | 225,138     |  | SONOMA           | 535,157     |
| MARIN                                  | 320,277     |  | STANISLAUS       | 599,128     |
| MARIPOSA                               | 102,042     |  | SUTTER           | 169,572     |
| MENDOCINO                              | 168,349     |  | TEHAMA           | 132,940     |
| MERCED                                 | 346,225     |  | TRINITY          | 90,284      |
| MODOC                                  | 83,289      |  | TULARE           | 528,108     |
| MONO                                   | 87,762      |  | TUOLUMNE         | 127,741     |
| MONTEREY                               | 488,715     |  | VENTURA          | 870,207     |
| NAPA                                   | 204,898     |  | YOLO             | 285,965     |
| NEVADA                                 | 171,574     |  | YUBA             | 153,481     |
| *Total                                 |             |  |                  | 41,728,498  |

| <b>Fusion Centers</b>                 |                    |
|---------------------------------------|--------------------|
| <b>Region</b>                         | <b>Total Award</b> |
| <b>SAN FRANCISCO BAY AREA</b>         | 1,792,050          |
| <b>SACRAMENTO/CENTRAL VALLEY AREA</b> | 2,565,000          |
| <b>GREATER LOS ANGELES AREA</b>       | 2,887,500          |
| <b>SAN DIEGO AREA</b>                 | 2,047,500          |
| <b>ORANGE AREA</b>                    | 835,000            |
| <b>*Total</b>                         | <b>10,127,050</b>  |

\* SHSP allocations reflect National Priority Area project adjustments

| <b>Urban Areas Security Initiative (UASI)</b>                                             |                                    |                           |                          |
|-------------------------------------------------------------------------------------------|------------------------------------|---------------------------|--------------------------|
| <b>*A minimum of 35% of UASI funding must be for Law Enforcement Terrorism Prevention</b> |                                    |                           |                          |
| <b>Urban Area</b>                                                                         | <b>Federal Allocation to State</b> | <b>Allocation to UASI</b> | <b>State Initiatives</b> |
| <b>ANAHEIM/SANTA ANA AREA</b>                                                             | 5,250,000                          | 4,278,750                 | 971,250                  |
| <b>BAY AREA</b>                                                                           | 36,493,265                         | 29,742,011                | 6,751,254                |
| <b>LOS ANGELES/LONG BEACH AREA</b>                                                        | 66,174,270                         | 53,932,030                | 12,242,240               |
| <b>RIVERSIDE AREA</b>                                                                     | 3,900,000                          | 3,178,500                 | 721,500                  |
| <b>SACRAMENTO AREA</b>                                                                    | 3,800,000                          | 3,097,000                 | 703,000                  |
| <b>SAN DIEGO AREA</b>                                                                     | 16,445,560                         | 13,403,131                | 3,042,429                |
| <b>Total</b>                                                                              | <b>132,063,095</b>                 | <b>107,631,422</b>        | <b>24,431,673</b>        |

## Attachment B – FY 2023 HSGP Timeline | 2023

|                                                         |                                                     |
|---------------------------------------------------------|-----------------------------------------------------|
| DHS/FEMA Announcement of 2023 HSGP NOFO                 | February 13, 2023                                   |
| Cal OES Application Due to DHS                          | May 18, 2023                                        |
| DHS Award to California                                 | September 25, 2023                                  |
| Subrecipient period of performance begins               | September 1, 2023                                   |
| 2023 HSGP California Supplement release                 | October 2023                                        |
| Subrecipient Workshops                                  | October 2023                                        |
| Subrecipient Awards (45 days from DHS award)            | October 2023                                        |
| Subrecipient Final Applications for FY23 Due to Cal OES | December 29, 2023                                   |
| Subrecipient period of performance ends                 | May 31, 2026                                        |
| Final Cash Requests due to Cal OES                      | Within twenty (20) calendar days after end of grant |
| Cal OES's period of performance ends                    | August 31, 2026                                     |

Subrecipient: \_\_\_\_\_ FIPS#: \_\_\_\_\_

Program Representative: \_\_\_\_\_

**Financial Management Forms Workbook:**

- ☐ Grant Award Face Sheet
- ☐ Authorized Body of 5
- ☐ Project Ledger
- ☐ Planning Tab
- ☐ Organization Tab
- ☐ Equipment Tab
- ☐ Training Tab
- ☐ Exercise Tab
- ☐ Consultant/Contractor Tab
- ☐ Management & Administration Tab
- ☐ Indirect Cost Tab
- ☐ Authorized Agent Sheet

**Attachments:**

- ☐ Original Counter-Signed Award Letter
- ☐ Governing Body Resolution (Certified)
- ☐ Standard Assurances (Signed Originals)
- ☐ FFATA Certification
- ☐ Lobbying Certification
- ☐ Subrecipient Grant Management Assessment Form
- ☐ Indirect Cost Rate Negotiation Agreement
- ☐ Personnel Cap Waiver (If Applicable)
- ☐ Intelligence Analyst(s) Certificates (If Applicable)

**UASI Only:**

- ☐ UASI Footprint
- ☐ UAWG Roster

**State Agencies and Tribes Only:**

- ☒ Signature Authority Form (in lieu of Governing Body Resolution)

**For Cal OES Use Only**

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Management Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**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](mailto: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  
320 W. Temple Street, Room 380  
Los Angeles, CA 90012**1. Grant Name & Year:****SECTION B: SUB-RECIPIENT'S INFORMATION**

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

**SECTION C: DETAIL PAYMENT REQUEST INFORMATION**

| 1. SOLUTION AREA<br>(e.g. equipment, training,<br>planning, exercise, organization) | 2. PROJECT #<br>(e.g. 011.22) | 4. EHP required?<br>(Environmental & Historic<br>Preservation) |                                   | 5. VENDOR'S INVOICE #<br>(Maximum of 5 invoices) | 6. PURCHASE METHOD<br>(including Training)    |                        |             | 7. CLAIM<br>AMOUNT<br>(indicate the<br>amount per each<br>line) |
|-------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------|-----------------------------------|--------------------------------------------------|-----------------------------------------------|------------------------|-------------|-----------------------------------------------------------------|
|                                                                                     |                               | No                                                             | Yes<br>(attach State<br>Approval) |                                                  | If Competitive,<br>indicate the # of<br>bids. | Non-Competitive<br>Bid | Sole Source |                                                                 |
|                                                                                     |                               |                                                                |                                   |                                                  |                                               |                        |             |                                                                 |
|                                                                                     |                               |                                                                |                                   |                                                  |                                               |                        |             |                                                                 |
|                                                                                     |                               |                                                                |                                   |                                                  |                                               |                        |             |                                                                 |
|                                                                                     |                               |                                                                |                                   |                                                  |                                               |                        |             |                                                                 |
|                                                                                     |                               |                                                                |                                   |                                                  |                                               |                        |             |                                                                 |
| 8. TOTAL                                                                            |                               |                                                                |                                   |                                                  |                                               |                        |             | \$ 0.00                                                         |

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

I certify that (please use the checkbox):

- ☐ 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.
- ☐ 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. \_\_\_\_\_  
AUTHORIZED PRINTED NAME

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 April 2021

**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.fema.gov/grants/guidance-tools/authorized-equipment-list>
  - 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 [sam.gov/SAM/](http://sam.gov/SAM/). 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. <sup>\*1</sup>Please refer to the Instructions to Equip Inty Tab for completion procedures of Equipment Inventory.

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

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

### For Training Claims:

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

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

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

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

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

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

**For Planning Claims:**

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

**For Exercise Claims:**

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

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

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

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

## GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME: \_\_\_\_\_  
SUB-RECIPIENT: \_\_\_\_\_  
DATE OF REPORT: \_\_\_\_\_

P. \_\_\_\_ of \_\_\_\_

[illegible]

## Equipment Inventory Listing Procedures for Completion

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

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

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

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

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

### Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

## Training Summary Sheet

**Grant Name** \_\_\_\_\_

**Jurisdiction Name:** \_\_\_\_\_

**Training Provider:** \_\_\_\_\_

**OHS Approved Course Title:** \_\_\_\_\_

**Non-SLGCP Course Title & OHS Tracking No.** \_\_\_\_\_  
(requires pre-approval thru OEM)

**Date of Course:** \_\_\_\_\_

**Class/ Exercise Duration/Hours:** \_\_\_\_\_

[illegible]

Approved by: \_\_\_\_\_  
Authorized Signature

---

Print Name and Title

---

Date

| PLANNING ROSTER |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|-----------------|-------------------|----------------------------|------------|----------------|------------|---------------|---------------------|---------------|--|--|--|--|
| Project         | Planning Activity | Solution Area Sub-Category | Discipline | Funding Source | Total Cost | Total Claimed | Cash Request Number | Final Product |  |  |  |  |
|                 |                   |                            |            |                | -          | -             |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 |                   |                            |            |                |            |               |                     |               |  |  |  |  |
|                 | GRAND TOTAL       |                            |            |                |            |               | \$                  |               |  |  |  |  |

Date \_\_\_\_\_

[illegible]

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)

## EXHIBIT G

[illegible]

***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.

|    | <b><u>Verification</u></b>                                                                                                                                   | <b><u>Yes</u></b> | <b><u>No</u></b> | <b><u>Comment</u></b> |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|-----------------------|
| 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 30 <sup>th</sup> 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).

| <u>Verification</u>                                                                                                                                                                                          | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------|
| 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)**

|                                                                                                                                                                                                                        | <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|-----------|-----------------|
| 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).

| <b><u>Verification</u></b>                                                                                                                                                                                              | <b><u>Yes</u></b> | <b><u>No</u></b> | <b><u>Comments</u></b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|------------------------|
| 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)**

|     | <u>Verification</u>                                                                                                                                                                                                               | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------|
|     | 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).

| <u>Verification</u>                                                                                                                                                                               | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------|
| 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)**

|     | <u>Verification</u>                                                                                                                                                                                                               | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------|
| 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 contractors, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

| <b><u>Verification</u></b>                                                                                                                                                                                     | <b>Yes</b> | <b>No</b> | <b><u>Comments</u></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|------------------------|
| 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)**

| <u>Verification</u>                                                                                                                                                                                                               | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-----------------|
| 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).

| <b><u>Verification</u></b>                                                                                                                                                                                                       | <b><u>Yes</u></b> | <b><u>No</u></b> | <b><u>Comments</u></b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------|------------------------|
| 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)**

|                                                                                                                                                                                                                                   | <u>Verification</u> | <u>Yes</u> | <u>No</u> | <u>Comments</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------|-----------|-----------------|
| 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. |                     |            |           |                 |

**STARLINK****Quote**Issued: November 20, 2024  
Valid 30 days from issuance date

Company Name: Montebello Fire Department

## Hardware and Service Pricing

### Hardware options:

Standard (\$599): 10

Flat High Performance (\$2500): 6

### Service options:

Priority 40GB (\$140/mo): 0

Priority 1TB (\$250/mo): 90

Priority 2TB (\$500/mo): 0

Priority 6TB (\$1500/mo): 0

Mobile Priority 50GB (\$250/mo): 108

Mobile Priority 1TB (\$1000/mo): 0

Mobile Priority 5TB (\$5000/mo): 0

### Accessories:

Long Wall Mount (\$72): 0

Short Wall Mount (\$60): 0

Ground Pole Mount (\$75): 0

Pipe Adapter (\$50): 10

Flat High Performance Pipe Adapter (\$120): 2

Pivot Mount (\$68): 0

Ridgeline Mount (\$250): 0

Ethernet Adapter (\$20): 16

Mesh WiFi Router (\$145): 15

Shipping:

\$50

Submit

Estimated Subtotals

One-time hardware cost: \$24225

Shipping cost: \$800

Total cost: \$25025 due in advance of delivery + \$49500 monthly service cost

All prices shown are exclusive of applicable taxes. This quote is subject to Starlink Terms of Service and Privacy Policy, which can be reviewed at [www.starlink.com/legal](http://www.starlink.com/legal). Prices shown are in USD and subject to change.



# TRANSIT

2024 250 MR CARGO AWD  
148" WHEELBASE  
3.5L PEDI V6 (GAS)  
10-SPEED TRANSMISSION

EXTERIOR  
OXFORD WHITE  
INTERIOR  
DARK PALAZZO GRAY VINYL

RK B10456

## STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- ADJUTARY FUEL PORT
- BODY SIDE MOLDINGS - BLACK
- BUMPERS - CARBON BLACK
- FILLERS - CARBON BLACK
- HEADLAMP COUPLER DELAY
- WIPERS - RAIN-SENSING

**INTERIOR**

- AIR CONDITIONING
- ASSIST HANDLES - A-PILLAR
- INTERIOR LIGHTING - LED
- LOCKING GLOVE BOX
- REVERSE - 12V (FRONT)
- STEERING - TELESCOPIC
- TACHOMETER

**FUNCTIONAL**

- AUTO HIGH-BEAM HEADLAMPS
- ELECTRONIC PWR ASST STEER
- FORWARD COLLISION WARNING
- HILL START ASSIST
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AB
- REVERSE CAMERA
- WIPER ADJUST ASSIST
- SELECTABLE DRIVE MODES
- SIDE-WIND STABILIZATION
- SUSPENSION - HEAVY DUTY FRONT AXLE

**SAFETY/SECURITY**

- 3 POINT SAFETY BELTS
- ADVANCEDTRAC™ WITH RSC®
- AIRBAGS 8 FRONT, SIDE AND SAFETY CANOPY® SYSTEM
- BRAKES - 4WHEEL DISC W/ABS
- SECURILOCK® ANTI-THEFT SYS™
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MOUNT SYS

**WARRANTY**

- 3-YEAR/50,000 MILE BUMPER TO BUMPER
- 5-YEAR/100,000 MILE POWERTRAIN
- 5-YEAR/100,000 MILE ROADSIDE ASSIST

## INCLUDED ON THIS VEHICLE

(MSRP)

## OPTIONAL EQUIPMENT/OTHER

PREFERRED EQUIPMENT PKG.101A  
2.7L LIMITED SLIP AXLE  
REAR COMPARTMENT LIGHTING  
FLOOR COVERING - BRACKET  
9150# COVER PLATE  
B-PILLAR ASSIST HANDLE  
50 STATE EMISSIONS  
BULKHEAD W/ WINDOW  
EXTENDED FUEL TANK (31 GAL)  
RUNNING BOARD  
2 ADDITIONAL KEYS  
LOAD AREA PROTECTION PKG  
VINYL F/R FLOOR COVERING  
E-85 FLEX FUEL CAPABLE

NO CHARGE  
73.00  
NO CHARGE  
NO CHARGE  
NO CHARGE  
975.00  
295.00  
310.00  
75.00  
485.00  
NO CHARGE

**PRICE INFORMATION**

BASE PRICE \$54,380.00  
TOTAL OPTIONS/OTHER 2,205.00  
TOTAL VEHICLE & OPTIONS/OTHER 56,585.00  
DESTINATION & DELIVERY 2,055.00

(MSRP)

RAMP ONE  
CMAA  
CONVOY  
ITEM #: 71-F304 OUT 2

**TOTAL MSRP \$58,680.00**

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit [www.ford.com/finance](http://www.ford.com/finance).

RG021 N RB 2X 440 001277 07 02 24

## California Air Resources Board

Flexible Fuel Vehicle Gasoline Ethanol (E85)

# Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label).

Protect the environment. Choose vehicles with higher ratings:

**Greenhouse Gas Rating** (tailpipe only)



Using alternative fuels may change scores.

**Smog Rating** (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on the vehicle's measured emissions.

## GOVERNMENT 5-STAR SAFETY RATINGS

### Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

| Frontal | Driver | Passenger |
|---------|--------|-----------|
| ★★★★★   | ★★★★★  | ★★★★★     |

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

| Side      | Front seat | Rear seat |
|-----------|------------|-----------|
| Not Rated | Not Rated  | Not Rated |

Based on the risk of injury in a side impact.

Not Rated

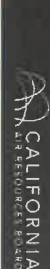
Roller

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236



**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).



## FordPass Connect™

Download the FordPass™ app\* and you can:  
Access Vehicle Control Features  
• Remotely start, lock and unlock your vehicle  
• Locate your vehicle and check approximate fuel range  
• Receive vehicle health alerts  
Activate 4G LTE Wi-Fi Hotspot  
• New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.  
• Connect up to ten Wi-Fi-equipped devices.  
\*Optional equipment. A compatible smartphone is required. See your dealer for details. ©2014 Ford Motor Company. All rights reserved. Ford, the Ford logo, and FordPass are trademarks of Ford Motor Company.



**FORD PROTECT**  
Fast on Ford Protect! The only extended service contract that can be used at every Ford dealer in the U.S. See your Ford dealer or visit [www.FordProtect.com](http://www.FordProtect.com).







Vehicle Details

2024 TRANSIT® Cargo Van  
VIN 1FTBR2C83RKB10456

Hemborg Ford  
32.4 miles away

Estimated Net Price  
\$57,180<sup>S5</sup>

Monthly Price  
\$1,017 /mo<sup>S6</sup>  
60 Month Finance



Exterior  
Oxford White



Interior  
Vinyl - Dark  
Palazzo

Your Vehicle

|              |                                                             |
|--------------|-------------------------------------------------------------|
| Engine       | 3.5L PFDi V6 Engine                                         |
| Drivetrain   | AWD                                                         |
| Transmission | 10-Speed Automatic Overdrive Transmission with SelectShift® |
| Exterior     | Oxford White                                                |
| Interior     | Vinyl - Dark Palazzo                                        |

Pricing Summary

|                                    |              |
|------------------------------------|--------------|
| Base MSRP <sup>S1</sup>            | \$54,380.00  |
| Total Of Options <sup>S4</sup>     | +\$2,205.00  |
| Destination Charges <sup>S17</sup> | +\$2,095.00  |
| Total MSRP <sup>S16</sup>          | =\$58,680.00 |
| Available Incentives <sup>S3</sup> | -\$1,500.00  |
| ESTIMATED NET PRICE <sup>S5</sup>  | =\$57,180.00 |

**Jim Smith**  
**Hemborg Ford**

*Commercial Fleet Manager*

1945 S Four Wheel Drive Norco CA 92860  
951-898-3423  
[leslieid@hemborgford.com](mailto:leslieid@hemborgford.com)  
[jamesmith@hemborgford.com](mailto:jamesmith@hemborgford.com)

DATE: 11/20/2024

EXPIRATION DATE 30 Days from above date

TO City of Montebello

| VEHICLE              | STOCK  | PRICE                                                             | BODY                |
|----------------------|--------|-------------------------------------------------------------------|---------------------|
|                      |        |                                                                   |                     |
| 2024 AWD Transit 250 | 240398 | Selling price<br>\$56,874 Plus Tax, CA<br>Except =\$62,870.05 OTD | Medium Roof Transit |
|                      |        |                                                                   |                     |
|                      |        |                                                                   |                     |

Quotation prepared by: Jim Smith\_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

**NEW 2024 CHEVROLET SILVERADO 1500  
CREW CAB SHORT BOX 4-WHEEL DRIVE CUSTOM**

VIN 3GCPDBEK6RG317671 STOCK NUMBER 241047

PUENTE HILLS PRICE \$38,997

MSRP \$51,430

SAVINGS \$12,433



**CURRENT OFFERS**

|                                                                    |                                       |
|--------------------------------------------------------------------|---------------------------------------|
| MSRP                                                               | \$51,430                              |
| Chevy of Puente Hills - \$8,683<br>Discount <sup>1</sup>           | Take Retail Delivery<br>By 12-02-2024 |
| Customer Cash <sup>2</sup> - \$1,750                               | Take Retail Delivery<br>By 12-02-2024 |
| California Market - \$1,000<br>Purchase Bonus<br>Cash <sup>3</sup> | Take Retail Delivery<br>By 12-02-2024 |
| Select Market - \$1,000<br>Purchase Bonus<br>Cash <sup>4</sup>     | Take Retail Delivery<br>By 12-02-2024 |
| Puente Hills Price                                                 | \$38,997                              |
| Savings                                                            | \$12,433                              |

**SPECIFICATIONS**

|              |                   |
|--------------|-------------------|
| VIN          | 3GCPDBEK6RG317671 |
| Interior     | Jet Black         |
| Engine       | Turbomax Engine   |
| Exterior     | Summit White      |
| Stock Number | 241047            |
| Fuel Economy | 18 CITY / 21 HWY  |

OTHER OFFERS YOU MAY QUALIFY FOR

Costco Member-Only

- \$1,000

Incentive<sup>5</sup>

Take Retail Delivery By 01-02-2025 - Not Compatible with Some Other Offers

Trade Assistance<sup>6</sup>

- \$2,250

Take Retail Delivery By 12-02-2024 - Not Compatible with Some Other Offers

AVAILABLE SPECIALS

0% APR for 48 Months for Well-qualified Buyers When Financed w/ GM Financial<sup>7</sup>

Take Retail Delivery By 12-02-2024

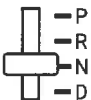
[Click here for more offer information](#)



FUEL ECONOMY<sup>\*</sup>  
**18 CITY / 21 HWY**



MILEAGE  
N/A



TRANSMISSION  
8-SPEED A/T



EXTERIOR COLOR  
SUMMIT WHITE



INTERIOR COLOR  
JET BLACK



ENGINE DATA  
TURBOMAX ENGINE

All Vehicles Advertised price excludes government fees and taxes, any finance charges, an \$85 dealer document processing charge, a \$33 dealer electronic filing charge, and any applicable emission testing charges.. Financing with GM Financial may be required for certain applicable rebates to apply and special rates may be available in lieu of certain rebates, if any. Security notice: All Chevrolet of Puente Hills vehicles are temporarily equipped with anti-theft equipment while at the dealership for security reasons and are not included in the price, however this equipment and any dealer installed accessories can be purchased by the customer at an additional cost listed on the vehicle. Information provided is believed accurate, however all specifications, pricing, and availability must be confirmed with the dealer. All Vehicles MPG estimates on this website are EPA estimates; your actual mileage may vary. For used vehicles, MPG estimates are EPA estimates for the vehicle when it was new. The EPA periodically modifies its MPG calculation methodology; all MPG estimates are based on the methodology in effect when the vehicles were new (please see the "Fuel Economy" portion of the EPA's website for details, including a MPG recalculation tool). The features and options listed are for the new 2024 Chevrolet Silverado 1500 and may not apply to this specific vehicle.



CHEVROLET

2024 SILVERADO 2500 CREW CAB  
WT 2WD

EXTERIOR: SUMMIT WHITE  
INTERIOR: JET BLACK

ENGINE: 6.6L V8 GASOLINE  
TRANS: ALLISON 10-SPEED AUTO

PULL THIS STRIP TO EXPOSE ADHESIVE



STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

OWNER BENEFITS

- 3 YEAR / 36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 50,000 MILE\* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT\* WHICHEVER COMES FIRST SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS
- SAFETY & SECURITY**
- AUTOMATIC EMERGENCY BRAKING
- FORWARD COLLISION ALERT
- FRONT PEDESTRIAN BRAKING
- LANE DEPARTURE WARNING
- FOLLOWING DISTANCE INDICATOR
- INTELLIBEAM

PERFORMANCE & MECHANICAL

- AUTO-LOCKING REAR DIFF
- 170 AMP ALTERNATOR
- INDEPENDENT FRONT SUSPENSION
- MULTILEAF REAR SPRING SUSP
- ALL-SEASON TIRES

CONNECTIVITY & TECHNOLOGY

- CHEVROLET INFOTAINMENT 3
- 7" DIAG COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING, VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS APPLE CARPLAY AND ANDROID AUTO CAPABLE
- 3 YEARS REMOTE ACCESS PLAN; ONSTAR & WI-FI DATA CAPABLE SEE ONSTAR.COM FOR TERMS
- DRIVER INFORMATION CENTER
- REMOTE KEYLESS ENTRY

- BUCKLE TO DRIVE
- TEEN DRIVER MODE

INTERIOR

- AIR CONDITIONING
- FRONT 40/20/40 BENCH SEATS W/ UNDER SEAT STORAGE
- 80/40 REAR FOLDING BENCH SEAT
- POWER DOOR LOCKS
- POWER WINDOWS

EXTERIOR

- FRONT RECOVERY HOOKS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE **\$47,100.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER MAY REPLACE STANDARD EQUIPMENT SHOWN

- WT CONVENIENCE PACKAGE
- DEEP-TINTED GLASS
- REAR-WINDOW DEFROGGER
- CRUISE CONTROL

860.00

Visit us at [www.chevy.com](http://www.chevy.com)

TOTAL OPTIONS

TOTAL VEHICLE & OPTIONS **\$47,908.00**

DESTINATION CHARGE 1,895.00

TOTAL VEHICLE PRICE\* **\$49,803.00**

TOTAL OPTIONS

TOTAL VEHICLE & OPTIONS **\$47,908.00**

DESTINATION CHARGE 1,895.00

TOTAL VEHICLE PRICE\* **\$49,803.00**

- TRAILERING MIRRORS, HEATED & POWER-ADJUSTABLE ALL SEASON TIRE, SPARE TRAILER BRACE CONTROLLER 120V INTERIOR POWER OUTLET UPFITTER SWITCH KIT (5) (CUSTOMER RESPONSIBLE FOR INSTALLATION)
- CHROME BUMPERS 100.00
- REAR CAMERA KIT 73.00
- \*\*\*INCOMPLETE VEHICLE\*\*\*
- LABEL FOR GM CONTENT ONLY-SEE DEALER ABOUT NON GM CONTENT CREDIT - NOT EQUIPPED WITH REAR USB PORT -25.00
- PICKUP BOX DELETE: -1,155.00
- DELETES PICKUP BOX, REAR VISION CAMERA AND OTHER STANDARD EQUIPMENT
- REAR AXLE: 3.73 RATIO INC.
- GVWR: 10,300 LBS. (4,672 KG) INC.
- 17" PAINTED STEEL WHEELS INC.

EPA Fuel Economy and Environment DOT

NOT APPLICABLE TO THIS VEHICLE

[fuel economy.gov](http://fuel economy.gov)

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**WARNING**  
Cancer and Reproductive Harm  
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passenger-vehicle  
SEE OWNER'S MANUAL

GREEN NO CREDIT SALES CODE C  
DEALER NO 5862  
FINAL ASSEMBLY  
PLANT MI U.S.A.  
VIN 1GBWLE72RF207253 REISSUE  
DEALER TO WHOM DELIVERED  
HARBOR TRUCK BODIES, INC. - CA  
255 VOYAGER AVENUE  
BREDA, CA 92821-6223



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GM/BL, P700 0013 - 10/23/2023

This label has been applied pursuant to Federal law. Do not remove prior to delivery to the registered owner. The manufacturer's recommended retail price includes dealer installed options and accessories not listed above. Local taxes or license fees.

CHI-005726 CA

7.1A 040

1A81 ADT 2 COV PRCS B10 RAMP SNRP

1FMUKBDH6SGA43452

EXPLORER

SH

025770

7A6B/A386

1FMUKBDH6

SGA43452

NB

GUTS



ford.com

# VEHICLE DESCRIPTION

## EXPLORER

2025 EXPLORER ACTIVE 4WD  
119" WHEELBASE  
2.3L ECOBOOST I-4 ENGINE  
10-SPEED AUTO TRANSMISSION

sg A43452

EXTERIOR  
CARBONIZED GRAY METALLIC  
INTERIOR  
DARK SPACE GRAY CLOTH SEATS

### STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

**EXTERIOR**

- GLASS MIRROR TOW PKG
- EAST FUEL CAPLESS FILLER
- REAR WIPERS - AUTO LED
- HEATED MIRROR APPROACH LAMPS
- POWER LIFTGATE
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASHWIPER
- REAR SPOILER, BODY COLOR
- ROOF-RACK SIDE RAILS-BLACK
- TAILLAMP-LED
- TRAILER SWAY CONTROL
- VARIABLE INTERVAL WIPERS

**INTERIOR**

- 12.3" LCD DIGITAL CLUSTER
- TOUCH UP/DOWN DRIPASS WIN
- 3RD ROW - 50/50 FOLD FLAT
- DUAL LLUM W/ VANITY MIRR
- FRONT ROW HEATED SEATS
- POWER DRIVER'S SEAT
- POWER PASSENGER SEAT
- ROTARY GEAR SHIFT DIAL
- TILT/TEL SCOPING STEERING
- W/HHEEL MOUNTED CONTROLS
- USB-C - ALL ROWS

**FUNCTIONAL**

- 13.2" LCD TOUCHSCREEN
- 4-DR INTELL ACCESS LOCK/
- UNLOCK W/USH-BUTTON START
- AW/FM STEREO W/ SPEAKERS
- BRAKES - 4-WHEEL DISC/CLASS
- FORD CO-PILOT360™ ASSIST+
- FORDPASS™ CONNECT
- HILL START ASSIST
- INTERSECTION ASSIST
- REAR VIEW CAMERA
- SEMI-AUTOMATIC STEERING
- SIDELINK™ W/BLUETOOTH
- SIBILLUS™ W/BLUETOOTH
- WIRELESS APPLE CARPLAY™
- WIRELESS ANDROID AUTO™

**SAFETY/SECURITY**

- ADVANCETRAC™ WITH RSC®
- AIRBAG-DRIVER/PASS KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- INDIV TIRE PRESS MONT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- PERSONAL SAFETY SYSTEM™
- SOS POST-CRASH ALERT SYS™

**WARRANTY**

- 3-YEAR/50,000 MILE POWERTRAIN
- 5-YEAR/60,000 MILE Bumper-to-Bumper
- 5-YEAR/60,000 MILE ROADSIDE ASSIST

### INCLUDED ON THIS VEHICLE

(MSRP)

### PRICE INFORMATION

(MSRP)

### OPTIONAL EQUIPMENT/OTHER

18" SILVER PANTALUM WHEELS  
P255/55R18 A/S BSW TIRES  
2ND ROW SPT I BENCH W/E-Z ENTRY  
50 STATE EMISSIONS  
FRONT LICENSE PLATE BRACKET

NO CHARGE  
NO CHARGE  
NO CHARGE

BASE PRICE \$41,795.00  
TOTAL OPTIONS/OTHER 1,595.00  
TOTAL VEHICLE & OPTIONS/OTHER 41,795.00  
DESTINATION & DELIVERY 1,595.00

RAUP ONE  
CH27  
RAUP TWO

RAIL

TITLE #:

71-0092 C/T 2

This label is affixed pursuant to the Federal Automobile Information Disclosure Act, Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP \$43,350.00

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MA66 D 6B 2A6 535 005726 08 01 24

### EPA Fuel Economy and Environment

Gasoline Vehicle

**Fuel Economy**

**23** MPG  
combined city/hwy

Standard SUVs range from 11 to 100 MPG. The best vehicle rates 140 MPG.

**You spend**  
**\$2,000**  
more in fuel costs  
over 5 years  
compared to the  
average new vehicle.

4.3 gallons per 100 miles

**Annual fuel cost**  
**\$2,300**

**Fuel Economy & Greenhouse Gas Rating** (multiple only)  
**Smog Rating** (multiple only)

Best 10 1 6 Best

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The two age new vehicle gets 28 MPG and costs \$2,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year, 15,000 miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Smartphone QR Code

### GOVERNMENT 5-STAR SAFETY RATINGS

#### Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

#### Frontal Crash

Driver Passenger

Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

#### Side Crash

Front seat Rear seat

★★★★★

#### Rollover

★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

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**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, oil additives, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).



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FordPass Connect™ service and FordPass™ app required for remote features. Some features may require internet connectivity. Connected services and related features may be subject to change without notice. FordPass Connect™ system may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

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Based on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit [www.fordprotect.com](http://www.fordprotect.com).



11/20/2024





**ITEM # 9**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Cesar Roldan, Director of Public Works

**SUBJECT: REJECT BIDS RECEIVED FOR CONSTRUCTION OF THE SENIOR CENTER REHABILITATION PROJECT (CP 925) IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 22038(A)(1)**

**DATE:** December 5, 2024

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Reject all bids received for construction of the Senior Center Rehabilitation Project (CP 925) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize the City Clerks office to release bidders' bonds; and
3. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

Bids for construction of the Senior Center Rehabilitation Project (CP 925) were received on September 11, 2024. Staff evaluated the submissions and found that the first bidder failed to provide the required U.S. Department of Housing and Urban Development (HUD) documents at the time of submission. Although the second-lowest bidder included the necessary HUD documents, their bid, along with all subsequent bids, exceeded the project's estimated budget of \$691,643. As a result, staff recommends rejecting all bids for the Senior Center Rehabilitation Project (CP 925). The recommended actions have no fiscal impact.

**BACKGROUND/DISCUSSION:**

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 2 of 3

On August 14, 2024, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for the Senior Center Rehabilitation Project (CP 925). The City Council's adoption of the Plans, Specifications and Engineer's Estimate (PS&E) on August 14, 2024 provided the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency and its employees regarding a plan or design for a construction project.

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable ... for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body ... or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved ... ."

Staff adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud and corruption in the awarding of public contracts.

The NIB was published on August 16, 2024, in a newspaper of general circulation. The contract plans and specifications were accessible via PlanetBids and redistributed by several electronic media outlets that post the bid package on e-bid boards. In all, six (6) bids were received, and the following is the bid tabulation:

|          | <b>Contractors</b>                       | <b>Total</b>   |
|----------|------------------------------------------|----------------|
| <b>1</b> | Estate Design and Construction Inc.      | \$650,000.00   |
| <b>2</b> | R Dependable Const Inc.                  | \$894,500.00   |
| <b>3</b> | RAMSA Construction Inc.                  | \$985,000.00   |
| <b>4</b> | Corner Keystone Construction Corporation | \$1,177,934.61 |
| <b>5</b> | MLC Constructors Inc.                    | \$1,287,833.00 |
| <b>6</b> | MBC Enterprises Inc.                     | \$1,375,980.00 |

After reviewing the proposals and analyzing the bids, staff recommends rejecting all submissions, as the responsive bids exceed the projected project budget of \$691,643.

### **ENVIRONMENTAL IMPACT:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**



## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 3 of 3

Staff is recommending City Council reject all bids received for construction of the Senior Center Rehabilitation Project (CP 925) in accordance with Public Contract Code Section 22038(a)(1); and authorize City Clerk to release bidders' bonds.

### **ATTACHMENT(S)**

1. Attachment A - Bid Results

### **NEXT STEPS:**

N/A

| CP 925 - Senior Center Rehab Estimate |                                                                                                                                                                                    |          |      | Corner Keystone Construction Corp |                 | Estate Design and Construction, Inc |                 | MBC Enterprises, Inc |                 | MLC Constructors, Inc |                 | R Dependable Const, Inc |                 | RAMSA Construction, Inc |                 |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|-----------------------------------|-----------------|-------------------------------------|-----------------|----------------------|-----------------|-----------------------|-----------------|-------------------------|-----------------|-------------------------|-----------------|
| Item No.                              | Description                                                                                                                                                                        | EST. QTY | Unit | Unit Price                        | Extended Amount | Unit Price                          | Extended Amount | Unit Price           | Extended Amount | Unit Price            | Extended Amount | Unit Price              | Extended Amount | Unit Price              | Extended Amount |
| 1                                     | Mobilization and Bonding                                                                                                                                                           | 1        | LS   | \$ 90,438.13                      | \$ 90,438.13    | \$ 14,679.00                        | \$ 14,679.00    | \$ 109,350.00        | \$ 109,350.00   | \$ 63,800.00          | \$ 63,800.00    | \$ 60,000.00            | \$ 60,000.00    | \$ 130,000.00           | \$ 130,000.00   |
| 2                                     | Renovate the existing restroom, for ADA compliance. Provide new plumbing fixtures, toilet partitions, toilet accessories, tile walls-flooring, exhaust fans, lighting, paint, etc. | 1        | LS   | \$ 285,255.25                     | \$ 285,255.25   | \$ 440,380.00                       | \$ 440,380.00   | \$ 238,561.00        | \$ 238,561.00   | \$ 345,233.00         | \$ 345,233.00   | \$ 124,000.00           | \$ 124,000.00   | \$ 335,000.00           | \$ 335,000.00   |
| 3                                     | Provide ADA compliance in the area of new work                                                                                                                                     | 1        | LS   | \$ 2,439.73                       | \$ 2,439.73     | \$ 44,038.00                        | \$ 44,038.00    | \$ 32,400.00         | \$ 32,400.00    | \$ 8,300.00           | \$ 8,300.00     | \$ 10,000.00            | \$ 10,000.00    | \$ 30,000.00            | \$ 30,000.00    |
| 4                                     | Provide new flooring, ceiling, lighting, new ducting, painting of interior renovation work                                                                                         | 1        | LS   | \$ 471,576.13                     | \$ 471,576.13   | \$ 70,460.00                        | \$ 70,460.00    | \$ 183,546.00        | \$ 183,546.00   | \$ 511,200.00         | \$ 511,200.00   | \$ 600,000.00           | \$ 600,000.00   | \$ 330,000.00           | \$ 330,000.00   |
| 5                                     | At the entrance to the area of work, provide new entry doors                                                                                                                       | 1        | LS   | \$ 84,403.72                      | \$ 84,403.72    | \$ 11,744.00                        | \$ 11,744.00    | \$ 98,820.00         | \$ 98,820.00    | \$ 29,700.00          | \$ 29,700.00    | \$ 5,000.00             | \$ 5,000.00     | \$ 10,000.00            | \$ 10,000.00    |
| 6                                     | Remove the existing stage, selected interior walls, and kitchen to create a larger exercise room, computer room, and meeting room                                                  | 1        | LS   | \$ 90,125.61                      | \$ 90,125.61    | \$ 29,358.00                        | \$ 29,358.00    | \$ 333,947.00        | \$ 333,947.00   | \$ 81,500.00          | \$ 81,500.00    | \$ 20,000.00            | \$ 20,000.00    | \$ 30,000.00            | \$ 30,000.00    |
| 7                                     | Remove existing ceiling tiles to raise the ceiling as high as possible re-route existing pipes, ducts, and conduits as needed to raise the ceiling                                 | 1        | LS   | \$ 19,634.78                      | \$ 19,634.78    | \$ 20,551.00                        | \$ 20,551.00    | \$ 181,165.00        | \$ 181,165.00   | \$ 79,100.00          | \$ 79,100.00    | \$ 20,000.00            | \$ 20,000.00    | \$ 60,000.00            | \$ 60,000.00    |
| 8                                     | Replace existing lights with new LED light fixtures                                                                                                                                | 1        | LS   | \$ 99,416.02                      | \$ 99,416.02    | \$ 11,744.00                        | \$ 11,744.00    | \$ 105,300.00        | \$ 105,300.00   | \$ 164,800.00         | \$ 164,800.00   | \$ 45,000.00            | \$ 45,000.00    | \$ 40,000.00            | \$ 40,000.00    |
| 9                                     | Level depressed slab at the existing storage room                                                                                                                                  | 1        | LS   | \$ 34,645.24                      | \$ 34,645.24    | \$ 7,046.00                         | \$ 7,046.00     | \$ 92,891.00         | \$ 92,891.00    | \$ 4,200.00           | \$ 4,200.00     | \$ 10,500.00            | \$ 10,500.00    | \$ 20,000.00            | \$ 20,000.00    |
| GRAND TOTAL =                         |                                                                                                                                                                                    |          |      |                                   | \$ 1,177,934.61 |                                     | \$ 650,000.00   |                      | \$ 1,375,980.00 |                       | \$ 1,287,833.00 |                         | \$ 894,500.00   |                         | \$ 985,000.00   |



**ITEM # 10**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Cesar Roldan, Director of Public Works

**SUBJECT: AWARD AGREEMENT NO. 4256 TO HORIZON MECHANICAL CONTRACTORS OF CALIFORNIA FOR THE IN-WATER POOL LIGHT REPLACEMENT AT GEORGE HENSEL AQUATIC CENTER**

**DATE:** December 5, 2024

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Award Agreement No. 4256 to Horizon Mechanical Contractors of California for the in-water pool light replacement at George Hensel Aquatic Center ("Aquatics Center") in a total not-to-exceed amount of Eighty-Six Thousand, Four Hundred and Eighty-Eight Dollars (\$86,488); and
2. Authorize the City Manager to execute Agreement No. 4256 in good faith; and
3. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The City received quotes from the following companies: Horizon Mechanical Contractors of California, Lincoln Aquatics, and Horizon (a separate company from Horizon Mechanical Contractors). The City also reached out to a fourth vendor -- Waterline Technologies -- which was unresponsive. After reviewing the three quotes received, staff recommend awarding the professional services agreement to Horizon Mechanical Contractors of California (Arcadia) based on the provided documents and overall cost (Attachments A and B). The purpose of this agreement is to facilitate replacement of the in-water pool light at the George Hensel Aquatic Center.

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 2 of 3

The total project cost is estimated to be \$86,488 (Attachment A) and will be funded utilizing Measure A Maintenance and Service (M&S) Fund appropriations remitted by the LA County Regional Park and Open Space District (RPOSD). There are funds available from Fiscal Year 2023-24 and FY 2024-25, which have been appropriated in the adopted FY 2024-25 budget (Account No. 221-70-721-6040.60, Measure A Local, Parks & Recreation, Maintenance & Servicing Account, Contract Services Building Maintenance/Repairs). Therefore, no budget amendment is needed as part of the recommended action.

Staff recommends that the City Council approve awarding Agreement No. 4256 to Horizon Mechanical Contractors of California (Attachment B). This recommendation is in accordance with Municipal Code Section 3.20.090 – Open Market Procedure, Subsection A – Minimum Number of Bids: "open market purchases shall, wherever possible, be based on at least three bids, and shall be awarded to the lowest responsible bidder."

### **BACKGROUND/DISCUSSION:**

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County. This funding source replaced the expiring Proposition A (non-Local Return Funds) to ensure parks, open spaces, beaches, and waterways are built and protected for future generations.

The Maintenance and Servicing (M&S) Program is designed to support Los Angeles County Regional Parks and Open Space District (RPOSD) funded capital outlay projects that are maintained and operated in perpetuity per grant agreements. Under Measure A, these funds are set aside to maintain and service, including resource protection activities for capital outlay, projects funded by RPOSD. The M&S funds are allocated annually to the City and such funds shall be used only to maintain and service projects that received funding from RPOSD's (expired) Proposition A or Measure A.

The Aquatics Center expansion and remodel in 1999-2000 was funded utilizing Proposition A Funds. This makes repairs to the facility eligible expenses under the M&S Program. Staff have verified with RPOSD staff that the replacement of the in-pool lighting at the Aquatics Center are eligible expenses.

Currently, the in-pool lighting at the Aquatic Center is non-functional which prohibits expansion of programming beyond daytime hours. The in-pool lighting is essential to the functions and safety of the pool, aquatic programs, and accessibility for patrons.

The Parks and Recreation Department plans to shut down aquatic activities at the pool for the month of January 2025 in preparation for the in-pool lighting work. The Aquatic Center is scheduled to resume operations in March 2025. The replacement of in-pool lighting will allow staff to program more evening classes and programs as well as host community events at the Aquatics Center.

### **ENVIRONMENTAL IMPACT:**

N/A

**ANALYSIS:**

N/A

**SUMMARY:**

Staff recommends the City Council award Agreement No. 4256 attached hereto in substantial form (Attachment B) to Horizon Mechanical Contractors of California for the in-water pool light replacement at the George Hensel Aquatic Center for a total not-to-exceed amount of Eighty-Six Thousand, Four Hundred and Eighty-Eight Dollars (\$86,488); and authorize the City Manager be to execute the agreement in good faith.

**ATTACHMENT(S)**

1. Attachment A - Quotes Recieved for In-Pool Lighting
2. Attachment B - Horizon Mechanical, Construction Agreement No. 4256

**NEXT STEPS:**

N/A



**From** Horizon Mechanical  
Contractors of California  
P.O. Box 661461  
Arcadia CA 91066  
(626) 574-0900  
www.horizon-mechanical.net

**Quote No.** 0001392  
Type Replacement  
Prepared By John Gordon  
Created On 07/23/2024  
Valid Until 12/31/2024

**Quote For** City of Montebello  
George Hensel Aquatics  
Center  
1300 W Olympic Blvd  
Montebello CA 90640  
(626)433-5506

## Description of Work

### Pool Light Replacement Labor

**\*\*Quantity: 31\*\***

#### Remove and replace pool light as follows

- 1.Set up hookah diving system
- 2.Locate pull boxes
- 3.Remove covers

#### Light Replacement

- 1.Disconnect electrical within pull box
- 2.Disconnect pool light from light niche
- 3.Disconnect pool light connections including bonding wire within the pull box
- 4.Connect pull string to wires
- 5.Pull wires back to swimming pool
- 6.Connect new pool light cord and existing bond wire to pull string
- 7.Pull wires back to box
- 8.Terminate wiring in pull box
- 9.Connect pool light to existing niche (leave enough cord so the light can lay on pool deck for service)
- 10.Test pool light

#### Exclusions

- 1.Cords snapping off within conduit
- 2.All components within junction box
- 3.Circuit breakers
- 4.GFCI
- 5.Control relays
6. Existing wiring

#### Pool Temperature

- 1.Pool must be heated above 70 Degrees

## Services to be completed

### No Service

| Item        | Qty | Amt    |
|-------------|-----|--------|
| <b>Fees</b> |     | \$0.00 |

|                                                            |  |                    |
|------------------------------------------------------------|--|--------------------|
| FREIGHT CHARGED AS INCURRED                                |  | 1                  |
| <b>Labor</b>                                               |  | \$48,949.00        |
| LABOR (LABOR IS PRICED AT PRVAILING RATE)                  |  | 31                 |
| <b>Materials</b>                                           |  | \$34,119.00        |
| ELECTRICAL CONNECTORS, TAPE, WIRE NUTS,                    |  | 1                  |
| PULL LUBE                                                  |  | 1                  |
| AMP-30-2047                                                |  | 18                 |
| 602180 31W 120V 150© WHT POOL 500W EQ INTELLIBRITE ARC LED |  |                    |
| AMP-30-2046                                                |  | 13                 |
| 602179 31W 120V 100© WHT POOL 500W EQ INTELLIBRITE ARC LED |  |                    |
| SUBTOTAL                                                   |  | \$83,068.00        |
| TAX @ 10.25%                                               |  | \$3,420.32         |
| <b>SERVICE TOTAL</b>                                       |  | <b>\$86,488.32</b> |

**Swimming Pool**  
 31-LIGHTS  
 18-OVER 100' CORD  
 1-PULL (5) TURNS

| Item                 | Qty | Amt                |
|----------------------|-----|--------------------|
| SUBTOTAL             |     | \$0.00             |
| TAX @ 10.25%         |     | \$0.00             |
| <b>SERVICE TOTAL</b> |     | <b>\$0.00</b>      |
| SUBTOTAL             |     | \$83,068.00        |
| TAX @ 10.25%         |     | \$3,420.32         |
| <b>GRAND TOTAL</b>   |     | <b>\$86,488.32</b> |

**Terms and Conditions**

- Upon approval, send Purchase Order or Contract to Magali Kimball at [accounting@horizon-mechanical.net](mailto:accounting@horizon-mechanical.net).
- Any item not specifically mentioned is not included nor was it meant to be.
- This quote is valid for a minimum of 30 days, after 30 days prices are subject to change based on our manufacturer's current price levels.
- Labor is valid for (90) days.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



265-LINCOLN AQUATICS  
1848 ARNOLD INDUSTRIAL PL  
CONCORD, CA 94520-5319  
Phone 800-223-5450  
Fax 888-680-2825

## Quotation

|          |          |
|----------|----------|
| QUOTE #  | EW049588 |
| LOCATION | 29       |
| DATE     | 11/14/24 |
| PAGE     | 1 of 2   |

### BILL TO

948187  
MONTEBELLO, CITY OF  
1600 W BEVERLY BLVD  
MONTEBELLO, CA 90640-3932  
Phone 323-887-1200 x374  
Fax 323-887-4557

### SHIP TO

MONTEBELLO, CITY OF  
1300 WEST OLYMPIC BLVD.  
MONTEBELLO, CA 90640  
Fax 323-887-4557

|                                    |                         |               |                                              |                                    |
|------------------------------------|-------------------------|---------------|----------------------------------------------|------------------------------------|
| QUOTE DATE<br>11/14/24             | EXPIRE DATE<br>12/14/24 | REQUIRED DATE | REFERENCE NUMBER<br>UNDERWATER LIGHT PROJECT | PAYMENT TERMS<br>NET 45 DAYS       |
| WRITTEN BY<br>A ANDREA LOPEZ(586A) |                         |               | CONTACT<br>MARIO ESPINOSA                    | SHIP VIA<br>ROUTE TRUCK PROCESSING |
| FREIGHT TERMS<br>IN/OUTBOUND       |                         |               | JOB NUMBER                                   | SALES REP<br>265 /                 |

| PRODUCT/DESCRIPTION | QUANTITY | PRICE | U/M | EXTENSION |
|---------------------|----------|-------|-----|-----------|
|---------------------|----------|-------|-----|-----------|

|                                                      |   |           |    |           |
|------------------------------------------------------|---|-----------|----|-----------|
| AAA-99-9991<br>LABOR FOR THE SCOPE OF WORK<br>BELOW: | 1 | 62,633.47 | EA | 62,633.47 |
|------------------------------------------------------|---|-----------|----|-----------|

Pool Light Replacement Labor  
Quantity: 31

Remove and replace pool light  
as follows:

- 1.Set up hookah diving system
- 2.Locate pull boxes
- 3.Remove covers

Light Replacement:

- 1.Disconnect electrical  
within pull box
- 2.Disconnect pool light from  
light niche
- 3.Disconnect pool light  
connections including bonding  
wire within the pull box
- 4.Connect pull string to  
wires
- 5.Pull wires back to  
swimming pool
- 6.Connect new pool light cord  
and existing bond wire to  
pull string
- 7.Pull wires back to box
- 8.Terminate wiring in pull  
box
- 9.Connect pool light to  
existing niche (leave enough  
cord so the light can lay on  
pool deck for service)
- 10.Test pool light

Exclusions:

- 1.Cords snapping off within  
conduit
- 2.All components within

Continued





265-LINCOLN AQUATICS  
1848 ARNOLD INDUSTRIAL PL  
CONCORD, CA 94520-5319  
Phone 800-223-5450  
Fax 888-680-2825

## Quotation

|          |          |
|----------|----------|
| QUOTE #  | EW049588 |
| LOCATION | 29       |
| DATE     | 11/14/24 |
| PAGE     | 2 of 2   |

**BILL TO**

948187  
MONTEBELLO, CITY OF  
1600 W BEVERLY BLVD  
MONTEBELLO, CA 90640-3932  
Phone 323-887-1200 x374  
Fax 323-887-4557

**SHIP TO**

MONTEBELLO, CITY OF  
1300 WEST OLYMPIC BLVD.  
MONTEBELLO, CA 90640  
Fax 323-887-4557

|                                    |                         |               |                                              |                                    |
|------------------------------------|-------------------------|---------------|----------------------------------------------|------------------------------------|
| QUOTE DATE<br>11/14/24             | EXPIRE DATE<br>12/14/24 | REQUIRED DATE | REFERENCE NUMBER<br>UNDERWATER LIGHT PROJECT | PAYMENT TERMS<br>NET 45 DAYS       |
| WRITTEN BY<br>A ANDREA LOPEZ(586A) |                         |               | CONTACT<br>MARIO ESPINOSA                    | SHIP VIA<br>ROUTE TRUCK PROCESSING |
| FREIGHT TERMS<br>IN/OUTBOUND       |                         |               | JOB NUMBER                                   | SALES REP<br>265 /                 |

| PRODUCT/DESCRIPTION | QUANTITY | PRICE | U/M | EXTENSION |
|---------------------|----------|-------|-----|-----------|
|---------------------|----------|-------|-----|-----------|

junction box  
3.Circuit breakers  
4.GFCI  
5.Control relays  
6. Existing wiring  
7. Pool Temperature must be  
heated above 70 Degrees

includes prevailing wage  
MATERIAL COST:

|                                                                              |    |        |    |           |
|------------------------------------------------------------------------------|----|--------|----|-----------|
| AMP-30-2047<br>602180 31W 120V 150© WHT POOL<br>500W EQ INTELLIBRITE ARC LED | 25 | 749.46 | EA | 18,736.50 |
| AMP-30-2046<br>602179 31W 120V 100© WHT POOL<br>500W EQ INTELLIBRITE ARC LED | 6  | 713.77 | EA | 4,282.62  |

|                   |          |             |          |         |             |
|-------------------|----------|-------------|----------|---------|-------------|
| MERCHANDISE TOTAL | HANDLING | MISC CHARGE | TAX      | FREIGHT | QUOTE TOTAL |
| 85,652.59         | 0.00     | 0.00        | 8,779.39 | 0.00    | 94,431.98   |

Accepted:

By: \_\_\_\_\_  
Date: \_\_\_\_\_



H710-SANTA ANA-HDI  
1260 N LANCE LN  
ANAHEIM, CA 92806-1812  
Phone 714-279-8060  
Fax 714-279-8095

## Quotation

THIS IS NOT AN INVOICE

|          |          |
|----------|----------|
| QUOTE #  | 29063355 |
| LOCATION | 29       |
| DATE     | 11/19/24 |
| PAGE     | 1 of 2   |

### BILL TO

H29515  
MONTEBELLO, CITY OF  
1600 W BEVERLY BLVD  
MONTEBELLO, CA 90640-3932  
Phone 323-887-1200

### SHIP TO

MONTEBELLO, CITY OF  
1600 W BEVERLY BLVD  
MONTEBELLO, CA 90640-3932

|                                 |                         |               |                                       |                              |
|---------------------------------|-------------------------|---------------|---------------------------------------|------------------------------|
| QUOTE DATE<br>07/23/24          | EXPIRE DATE<br>08/22/24 | REQUIRED DATE | REFERENCE NUMBER<br>LIGHT REPLACEMENT | PAYMENT TERMS<br>NET 30 DAYS |
| WRITTEN BY<br>A JIMMY HILL(265) |                         |               | CONTACT<br>MARIO ESPINOZA             | SHIP VIA                     |
| FREIGHT TERMS<br>IN/OUTBOUND    |                         |               | JOB NUMBER                            | SALES REP<br>H710/           |

| PRODUCT/DESCRIPTION | QUANTITY | PRICE | U/M | EXTENSION |
|---------------------|----------|-------|-----|-----------|
|---------------------|----------|-------|-----|-----------|

|                                                      |   |           |    |           |
|------------------------------------------------------|---|-----------|----|-----------|
| AAA-99-9991<br>LABOR FOR THE SCOPE OF WORK<br>BELOW: | 1 | 61,725.83 | EA | 61,725.83 |
|------------------------------------------------------|---|-----------|----|-----------|

Pool Light Replacement Labor  
Quantity: 31

Remove and replace pool light  
as follows:

- 1.Set up hookah diving system
- 2.Locate pull boxes
- 3.Remove covers

Light Replacement:

- 1.Disconnect electrical  
within pull box
- 2.Disconnect pool light from  
light niche
- 3.Disconnect pool light  
connections including bonding  
wire within the pull box
- 4.Connect pull string to  
wires
- 5.Pull wires back to  
swimming pool
- 6.Connect new pool light cord  
and existing bond wire to  
pull string
- 7.Pull wires back to box
- 8.Terminate wiring in pull  
box
- 9.Connect pool light to  
existing niche (leave enough  
cord so the light can lay on  
pool deck for service)
- 10.Test pool light

Exclusions:

- 1.Cords snapping off within  
conduit
- 2.All components within

Continued



H710-SANTA ANA-HDI  
1260 N LANCE LN  
ANAHEIM, CA 92806-1812  
Phone 714-279-8060  
Fax 714-279-8095

## Quotation

THIS IS NOT AN INVOICE

|          |          |
|----------|----------|
| QUOTE #  | 29063355 |
| LOCATION | 29       |
| DATE     | 11/19/24 |
| PAGE     | 2 of 2   |

### BILL TO

H29515  
MONTEBELLO, CITY OF  
1600 W BEVERLY BLVD  
MONTEBELLO, CA 90640-3932  
Phone 323-887-1200

### SHIP TO

MONTEBELLO, CITY OF  
1600 W BEVERLY BLVD  
MONTEBELLO, CA 90640-3932

|                                 |                         |               |                                       |                              |
|---------------------------------|-------------------------|---------------|---------------------------------------|------------------------------|
| QUOTE DATE<br>07/23/24          | EXPIRE DATE<br>08/22/24 | REQUIRED DATE | REFERENCE NUMBER<br>LIGHT REPLACEMENT | PAYMENT TERMS<br>NET 30 DAYS |
| WRITTEN BY<br>A JIMMY HILL(265) |                         |               | CONTACT<br>MARIO ESPINOZA             | SHIP VIA                     |
| FREIGHT TERMS<br>IN/OUTBOUND    |                         |               | JOB NUMBER                            | SALES REP<br>H710/           |

| PRODUCT/DESCRIPTION | QUANTITY | PRICE | U/M | EXTENSION |
|---------------------|----------|-------|-----|-----------|
|---------------------|----------|-------|-----|-----------|

junction box  
3.Circuit breakers  
4.GFCI  
5.Control relays  
6. Existing wiring  
7. Pool Temperature must be  
heated above 70 Degrees

### MATERIAL COST:

|                                                                              |    |        |    |           |
|------------------------------------------------------------------------------|----|--------|----|-----------|
| AMP-30-2047<br>602180 31W 120V 150© WHT POOL<br>500W EQ INTELLIBRITE ARC LED | 25 | 722.04 | EA | 18,051.00 |
| AMP-30-2046<br>602179 31W 120V 100© WHT POOL<br>500W EQ INTELLIBRITE ARC LED | 6  | 687.66 | EA | 4,125.96  |

|                   |          |             |          |         |             |
|-------------------|----------|-------------|----------|---------|-------------|
| MERCHANDISE TOTAL | HANDLING | MISC CHARGE | TAX      | FREIGHT | QUOTE TOTAL |
| 83,902.79         | 0.00     | 0.00        | 8,600.04 | 0.00    | 92,502.83   |

Accepted:

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

Date: \_\_\_\_\_

**AGREEMENT NO. 4256****CITY OF MONTEBELLO  
STANDARD PUBLIC WORKS AGREEMENT**

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on December 5, 2024 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and HORIZON MECHANICAL CONTRACTORS OF CALIFORNIA, a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

**RECITALS**

**WHEREAS**, the CITY duly solicited bids for the work on Pool Light Replacement Project for the George Hensel Aquatics Center ("PROJECT").

**WHEREAS**, on December 5, 2024, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS**

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the ("CONTRACT DOCUMENTS") for the PROJECT shall consist of the bid solicitation, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required insurance certificates. All of the CONTRACT DOCUMENTS are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

b. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.

## **SECTION 2. THE WORK**

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

## **SECTION 3. TERM; AND TIME FOR COMPLETION**

- a. This Agreement shall expire January 31, 2025, unless otherwise extended or terminated earlier as hereinafter provided. This Agreement may be extended for an upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed.

## **SECTION 4. COMPENSATION**

CONTRACTOR hereby agrees to receive and accept the total amount of EIGHTY-FOUR THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS AND THIRTY-TWO CENTS (**\$86,488.32**), which is based on performing all of the work shown on CONTRACTOR'S Bid as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

### **4.1. Progress Payments**

Progress Payments shall be made in accordance with Section 7 of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons for its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with the Code of Civil Procedure 685.010.

## **SECTION 5. UNDOCUMENTED WORKERS**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the

employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

## **SECTION 6. NOTICE TO PROCEED**

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **Thirty (30)** Working Days from the commencement thereof.

## **SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS**

- a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
  1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
  2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent hazardous waste or physical conditions from causing bodily injury to any person.
- c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.
- d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

## **SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS**

### **8.1. CONTRACTOR License.**

CONTRACTOR shall possess the appropriate california CONTRACTOR's license type for the performance of the Project.

### **8.2. Ineligible CONTRACTOR Prohibited.**

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

### **8.3. Compliance with SB 854 Registration.**

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

### **8.4. Third Party Claims Notification.**

The CITY shall timely notify CONTRACTOR in writing of any third-party claims relating to the Agreement.

### **8.5. Unfair Business Practices Claims.**

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

### **8.6. Day's Work.**

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

### **8.7. Payroll Records.**

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

#### **8.9. Employment of Apprentices.**

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORS and SUBCONTRACTORS must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that CONTRACTORS and SUB-CONTRACTORS must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

#### **8.10. Records Audit**

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

### **SECTION 9. PREVAILING WAGES**

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the applicable rates referred to in the CONTRACT DOCUMENTS.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.



## **SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS**

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

## **SECTION 11. INSURANCE REQUIREMENTS**

a. Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable

failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello  
Attn: Risk Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Email: COI@montebellocal.gov

## **SECTION 12.      LIQUIDATED DAMAGES**

In addition, pursuant to the authority of California Public Contract Code Section 7102, the CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sum of one thousand dollars \$500.00 as liquidated damages for each working day of delay in the performance of any service required hereunder. Such sum is liquidated damages and shall not be construed as a penalty and may be deducted from payments due the Contractor if such delay occurs.

## **SECTION 13.      DISPUTE RESOLUTION**

### **13.1.      Claims of \$375,000 or Less**

a.      A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

- (1)      Informal negotiation between the CITY and CONTRACTOR.
- (2)      Mediation with CONTRACTOR.
- (3)      Court mandated Arbitration.
- (4)      Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

### **13.2      Public Contract Code 9204 Claims**

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

## **SECTION 14. TERMINATION.**

### **14.1. Termination for Convenience.**

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

### **14.2 Termination for Default.**

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

### **14.3 Waiver of Remedies for any Breach.**

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

## **SECTION 15. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated

representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

#### **SECTION 16. COMPLIANCE WITH APPLICABLE LAWS**

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

#### **SECTION 17. NOTICE OF COMPLETION**

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder.

#### **SECTION 18. AUTHORITY**

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

#### **SECTION 19. ENTIRE AGREEMENT**

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

#### **SECTION 20. ATTORNEY'S FEES AND COSTS**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **SECTION 21. INDEPENDENT CONTRACTOR**

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

## **SECTION 22. NOTICE**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To the CITY: City of Montebello  
Attn: City Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
(323) 887-1200

With copy to: City of Montebello – Department of Public Works  
Attn: Cesar Roldan, Director/City Engineer  
1600 West Beverly Boulevard  
Montebello, CA 90640  
(323) 887-1462  
Email: CRoldan@montebellocal.gov

To CONTRACTOR: Horizon Mechanical Contractors of California  
Attn: John Gordon  
P.O. BOX 661461  
Arcadia, CA 91066  
(626) 574-0900  
Email: john@horizon-mechanical.net

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

## **SECTION 23. PROHIBITION AGAINST ASSIGNMENT**

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

## **SECTION 24. CUMULATIVE REMEDIES**

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

## **SECTION 25. COUNTERPARTS**

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

**CITY OF MONTEBELLO**  
("CITY")

By:

\_\_\_\_\_  
Raul Alvarez, City Manager

Date: \_\_\_\_\_

**HORIZON MECHANICAL  
CONTRACTORS OF CALIFORNIA**  
("CONTRACTOR")

By:

\_\_\_\_\_  
John Gordon

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements



## **EXHIBIT "A"**

### **INSURANCE REQUIREMENTS**

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

#### **1. Comprehensive General Liability and Automobile Liability Insurance Coverage.**

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

#### **2. Automobile Liability.**

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

#### **3. Worker's Compensation.**

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the

work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

**4. Additional Insureds.**

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

**5. Notice of Cancellation.**

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

**6. Severability Clause.**

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made, or suit is brought, except with respect to the limit of the insurer's liability.

**7. Qualifications of Insurer.**

All policies of insurance shall be issued by an insurance company acceptable to the CITY and authorized to issue said policy in the State of California.

**8. Approval of Insurer.**

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by the CITY, provided that such approval shall not be unreasonably withheld.

**9. Payment of Premiums.**

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by the CITY.

**10. Evidence of Insurance and Claims.**

CONTRACTOR shall provide certificates of insurance to the CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for

workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.



**ITEM # 11**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** David Sosnowski, Director of Recreation and Community Services

**SUBJECT: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4257 TO G&J NEON SIGNS INC. FOR INSTALLATION OF A LED SIGN AT MONTEBELLO CITY HALL**

**DATE:** December 5, 2024

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Award Professional Services Agreement No. 4257 to G&J Neon Signs Inc., for the Installation of a LED Sign at Montebello City Hall in a total not-to-exceed amount of One Hundred Seven Thousand, Fifteen Dollars (\$107,015) in response to Request for Proposal ("RFP") No. 24-19; and
2. Authorize the City Manager to execute and finalize agreement No. 4257 with G&J Neon Signs Inc.; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$107,015 in Account No. 100-70-700-6040.60 (General Fund, Parks and Recreation, Administration, Contract Services Building Maintenance and Repair); and,
4. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

At the October 11, 2023 City Council meeting, the City entered into a Development Agreement with Clear Channel Outdoor, LLC. As part of that agreement, a one-time signing bonus totaling \$80,000 was established and paid to the City. These funds were intended to be allocated toward the revitalization of City-owned LED signs. Staff have identified two (2) LED signs in most need of replacement - one at City Park and the other

at the Montebello Civic Center.

In response to RFP No. 24-19, the City received eight (8) responsive proposals. In this RFP, the City was seeking a qualified vendor to complete the removal of the two (2) existing, inoperable LED sign cabinets at City Park and the Civic Center and their respective pole covers. In accordance with the provisions of the RFP and the City's specific right to accept any part of submissions received and to best make use of City funds, the City proposes to award a contract for only the City Hall sign. An Evaluation Committee made up of City employees reviewed and scored the eight (8) responsive proposals and are recommending an award of contract for the City Hall LED sign to G&J Neon Signs Inc. for a total amount not to exceed \$107,015.

The recommended action will also amend the Fiscal Year 2024-25 budget by increasing appropriations by \$107,015 in Account No. 100-70-700-6040.60 (General Fund, Parks and Recreation, Administration, Contract Services Building Maintenance and Repair).

**BACKGROUND/DISCUSSION:**

At the July 24, 2024, City Council Meeting, staff was authorized to release RFP No. 24-19 for the Installation of two (2) LED Signs. In this RFP, the City was seeking a qualified vendor to complete the removal of two (2) existing, inoperable LED sign cabinets (one at City Park and the other at the Civic Center) and their respective pole covers. The selected vendor was to be tasked to design and install new pole cover wraps and double-sided message unit cabinets with a design that complements the surrounding esthetics of the site and incorporates the City brand. The selected vendor would additionally create and install the necessary software and provide training to City staff on how to operate the messaging functions of the new LED sign cabinets.

On Monday, September 2, 2024, the City received three (3) proposals. Staff reviewed the proposals and made the recommendation to reject all bids per the terms and conditions outlined by RFP No. 24-19 and in alignment with the City's Municipal Code, Section 3.20.080 (Formal Contract Procedure). Staff revised the scope of work in the RFP to better align with the City's needs and ultimate design requirements for the signs. Staff revised the scope of work and reissued the RFP on Thursday, September 26, 2024.

On Thursday, September 26, 2024, the City reissued RFP 24-19 for the Installation of two (2) New LED Signs. On Monday, November 4, 2024 the RFP closed and the City received eight (8) responsive bids. An Evaluation Committee made up of Recreation and Community Services' Public Affairs Division employees met to assess the qualifications and expertise of each proposer in performing the services and scope of work called for in the RFP. A review of all proposals received has been completed.

The following eight (8) proposers were ranked in accordance with the guidelines of the RFP and were evaluated based on the understanding of the scope of work, project approach, budget, references, and other criteria. After thoroughly reviewing the proposals, the Evaluation Committee ranked the companies as follows:

1. G&J Neon Signs Inc.
2. Encore Image Inc.
3. Mega LED Tehcnology
4. Square Signs LLC
5. Signs and Services Co.
6. Padcor
7. Reprohaus Corp.
8. Victorious R.E.D.

Based on the proposals submitted, the company with the best qualifications and experience that meets the needs of the City is G&J Neon Signs Inc.

**ENVIRONMENTAL IMPACT:**

N/A

**ANALYSIS:**

N/A

**SUMMARY:**

It is being recommended that the City Council award Professional Services Agreement No. 4257 to G&J Neon Signs Inc. for the installation of a new LED sign at Montebello City Hall; and amend the Fiscal Year 2024-25 budget by increasing appropriations by \$107,015 in Account No. 100-70-700-6040.60 (General Fund, Parks and Recreation, Administration, Contract Services Building Maintenance and Repair).

**ATTACHMENT(S)**

1. Attachment A -RFP 24-19 - Installation of Two (2) LED Signs
2. Attachment B - Agreement 4257

**NEXT STEPS:**

N/A



# **CITY OF MONTEBELLO**

## **Request for Proposals**

RFP No. 24 – 19

Installation Of Two (2) New LED Signs

Release Date: Thursday, September 26, 2024

Questions Due: Wednesday, October 23, 2024, at 11 a.m. PDT

Due Date: Monday, November 4, 2024, at 11 a.m. PDT

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## TO PROSPECTIVE PROPOSERS

The City of Montebello (“City”) invites proposal submissions under this Request for Proposals (“RFP”). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

**DATE OF SOLICITATION**

September 26, 2024

## PROJECT

Installation of two LED signs.

## PROPOSAL OWNER

City of Montebello – Department of Finance  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Attn: Michael Solorza, Director of Finance  
Contact Phone: (323) 887-1200  
Contact E-Mail: [msolorza@montebelloca.gov](mailto:msolorza@montebelloca.gov)

## PROPOSAL CONTACT

City of Montebello – Department of Parks and Recreation  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Attn: David Sosnowski, Director of Parks and Recreation  
Contact Phone: (323) 887- 1200  
Contact E-Mail: [dsosnowski@montebellocal.gov](mailto:dsosnowski@montebellocal.gov)

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, October 23, 2024, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebelloc.gov/cms/one.aspx?portalId=58756&pageId=84839>

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*Appendix A – Proposal Content and Format*

*Appendix B – Sample Professional Services Agreement*

*Appendix C – Cost Proposal*

*Appendix D – References*

### **1.0 Notice Inviting Proposals**

The City of Montebello seeks proposals from qualified vendors to provide the installation of (2) two new LED signs following the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocal.ca.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective vendors must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, October 23, 2024, at 11:00 a.m. PST.**

**\*\*\*\*\*QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS\*\*\*\*\***

Proposals must be submitted via PlanetBids by **Monday, November 4, 2024, at 11:00 a.m. PST.**

Responses will be evaluated to determine the vendor that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

## 2.0 Introduction

The City of Montebello invites prospective vendors to submit a proposal to provide the installation of two (2) new LED signs. The city is seeking a vendor to remove and dispose of two (2) existing LED cabinet messaging units and pole covers. The city would like a new design and installation of a new pole cover wrap and double-sided messaging unit cabinets with the City brand. The goal is to improve communication and provide valuable information to residents, visitors, and business owners promptly.

The City will also require the selected vendor to provide training to city staff on the operation of newly installed LED signs.

### About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

## 3.0 Timeline

- |                                 |                                          |
|---------------------------------|------------------------------------------|
| • Release RFP                   | Thursday, September 26, 2024             |
| • Online Q&A Deadline           | Wednesday, October 23, 2024, 11 a.m. PDT |
| • Deadline to Submit Responses  | Monday, November 4, 2024, at 11 a.m. PDT |
| • City Review of Submissions    | Early/Mid-November 2024                  |
| • Notifications Sent to Vendors | Early/Mid-December 2024                  |
| • Award                         | December 2024                            |

## 4.0 Purpose

The purpose of this solicitation is to identify a qualified vendor to assist the City with removing and disposing of two (2) LED signs as well as installing new LED signs.

The Montebello Civic Center and Montebello City Park are the locations of 3' 8" x 10' LED signs atop 7' x 2' 9" tall poles that have been inoperable for nearly 10 years. Above the LED sign cabinets are 10' x 4' 1" header panels that carry the City's old brand and the location name of each specific sign. Prior to their inoperable status, these signs served as an important means of providing communication outlet to provide important information from the City during both the day and night to residents, business owners, and visitors along major thoroughfares within the City – Beverly Boulevard and Whittier Boulevard. Moreover, these LED signs allowed City staff to share messaging regarding

City events, Community meetings, and more with members of the public that do have contact with the City's other communication outlets on social media, print newsletter, etc.

To revitalize these important communication platforms and allow City staff to begin utilizing them to share information with the public, new LED signs are requested to be installed. In addition to elevating communication, the new LED signs will align with Montebello's commitment to sustainability and technological advancement. LED technology is known for its energy efficiency, which will help reduce the city's carbon footprint and lower long-term operational costs compared to traditional signage.

By investing in this modern signage solution for these two important City locations, Montebello aims to demonstrate its proactive approach to infrastructure modernization, community engagement, and support for local commerce, contributing to the City's growth and prosperity.

The City is seeking to establish an agreement with a minimum term of three (3) years with up to two (2), year extension options for a total of up to five (5) years. This requirement may change during the process of finalizing the agreement with the selected vendor.

## **5.0 Scope of Work/Services**

The City of Montebello is requesting proposals from qualified vendors capable of providing well-versed experience in removal, disposal, installation, and training of use for two (2) new LED signs.

The vendor awarded for the services through this RFP shall be required to provide the following:

The selected vendor will remove and dispose of two (2) existing LED cabinet messaging units and pole covers, design and install a new pole cover wrap and doubled-sided messaging unit cabinets with aesthetics that complement the surrounding aesthetics and City brand, create and install the necessary software, and provide City of Montebello staff training to operate messaging functions for the LED sign cabinets. Additionally, the LED sign cabinet messaging units will meet the specifications of 6.667mm per LED panel and a brightness of 8,000 NITs per LED panel and include a 10-year warranty on all parts.

Additionally, the vendor will also design and install a header roughly 10' x 4' 1" above the LED sign cabinet that encompasses the City's new brand and fits appropriately within the aesthetics of the area.

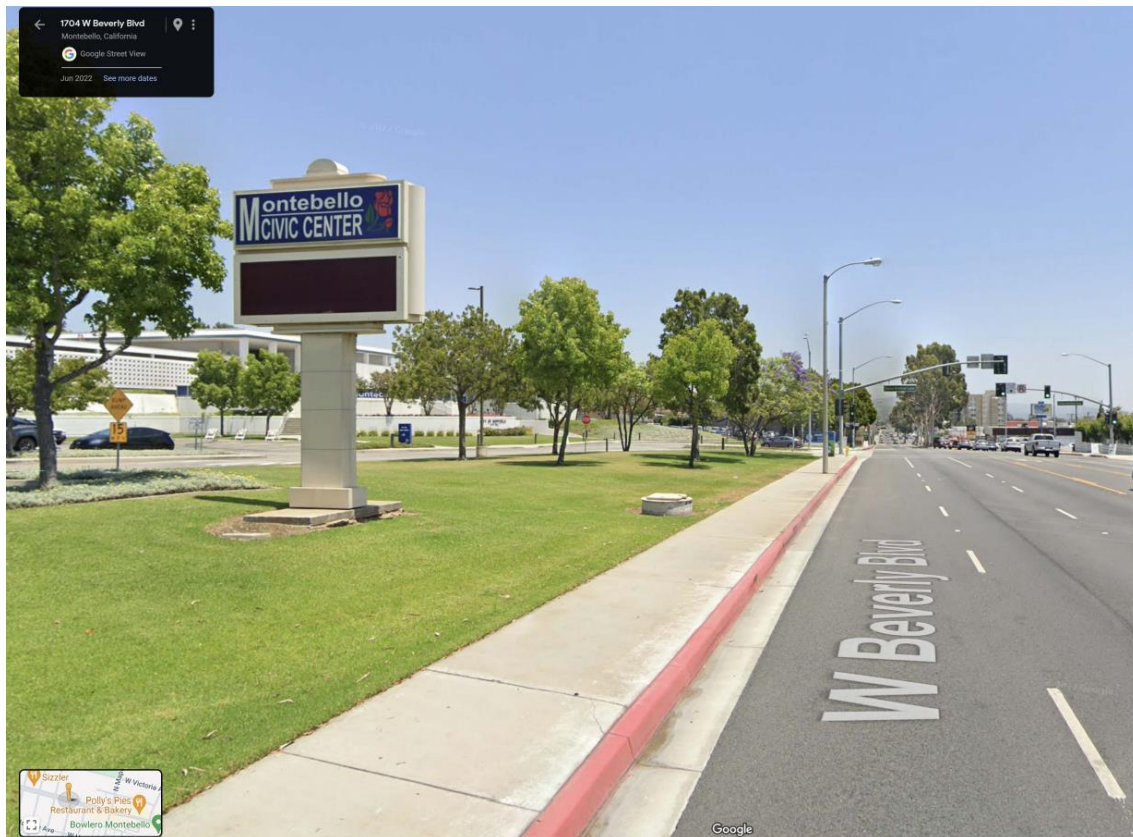
Potential Bidders are advised to visit the two (2) locations below at their own time and discretion.

**Additional Requirements:** Each bidder must submit two (2) renderings/designs of the proposed design for new signs that will be used to evaluate

NOTES:

- Each site has the availability of two (2) 20 amp circuits
- A "no fee" permit will be required to install the signs for the City.
- Attached to this RFP is a copy of the City's brand guidelines and schematic for the existing signs

**Location 1-** Outside City Hall (1600 W. BEVERLY BLVD MONTEBELLO, CA 90640)



**Location 2-** Montebello City Park (1301 W. WHITTIER BLVD MONTEBELLO, CA 90640)



## **6.0 Vendor Qualifications**

The selected vendor must have the following minimum qualifications:

- A.** The proposer must possess a Electronic Sign Contractor's License – C-45
- B.** Obtain a Business License by the City of Montebello

## **Background Check**

Vendor representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

## **7.0 Proposal submittal**

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal

by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

## **8.0 Evaluation Criteria**

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:
  - i. Qualifications as they relate to this project - 30%
    - a. Thoroughness and understanding of the tasks to be completed
    - b. Background and experience
    - c. Experience of personnel assigned to the work
    - d. Communication Skills
  - ii. Reputation for integrity and competence – 10%
    - a. Positive Reference Checks
    - b. Work Samples
  - iii. Proposed fees for services – 50%
  - iv. Design/Renderings for the proposed signs – 20%
    - a. Incorporation of City Brand
    - b. Design to match existing aesthetics of the sign location

## **9.0 Protest Procedures**

### **Proposal Protest Procedures (Before Proposal Opening)**

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.



When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:  
Michael Solorza, Director of Finance  
City of Montebello  
Attn: Department of Finance  
1600 W. Beverly Blvd  
Montebello, CA 90640

or

E-mail:  
[msolorza@montebelloca.gov](mailto:msolorza@montebelloca.gov)

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.
- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
- The items to be procured are urgently required;
  - Delivery or performance will be unduly delayed by failure to make the award promptly; or
  - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

### **Proposal Protest Procedures (After Proposal Opening/Post Award)**

A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Vendor a fair review and shall have up to ten (10) working days to review the protest and render its decision.

### **10.0 Execution of Agreement**

The resulting agreement (see attached sample Appendix B) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

### **11.0 Insurance**

The Vendor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

#### **A. Commercial General Liability**

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

*If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.*

#### **B. Business Automobile Liability**

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

***If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.***

**C. Professional Liability or Errors and Omissions**

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

**D. Workers' Compensation and Employer's Liability**

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

**Required Insurance Documentation**

**Certificate of Insurance**

The Certificate Holder must be listed as follows:

City of Montebello  
1600 West Beverly Boulevard  
Montebello, CA 90640

**Endorsements (if requested)**

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

**Additional insured endorsements to the general liability and auto liability\* insurance policies.** The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

**Cancellation notice endorsements.** Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation

due to nonpayment of premium is acceptable).

**Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

### **Waiver and Modifications of Insurance Requirements**

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

### **12.0 Use of Federal Funds**

The City may elect to use funding from Federal sources for a portion of or all expenses related to this project. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted

- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

### **13.0 Non-Commitment of City**

While the City intends to select a vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

### **14.0 Labor Requirements**

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Vendor and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Vendor allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Vendor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be

incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

### **15.0 Records**

The vendor agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Vendor to audit any performance aspect under this agreement.

### **16.0 Subcontractors**

The vendor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Vendor and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

### **17.0 Modifications/Changes**

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Vendor. These changes will be processed by the City Manager.

### **18.0 Disclosure of Information**

- A. The Vendor agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Vendor shall be used exclusively in connection with the performance of services.
- B. The Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

### **19.0 Ex-Parte Communications**

Vendor and vendor representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This

requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit vendors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

## **20.0 City of Montebello Rights**

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
  - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
  - ii. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
  - iii. The Vendor failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.
- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

**Please review:**

***Appendix A – Proposal Content and Format***

***Appendix B – Sample Professional Services Agreement***

***Appendix C – Cost Proposal***

***Appendix D – References***





**CITY OF MONTEBELLO  
PROFESSIONAL SERVICES AGREEMENT NO. 4257  
WITH G&J NEON SIGNS INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 5, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **G&J NEON SIGNS INC.** (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

**RECITALS**

**WHEREAS**, the CITY desires to retain a qualified professional consultant to provide services

**WHEREAS**, the CONSULTANT submitted a response to the RFP; and

**WHEREAS**, the City evaluated the responses and determined that the Consultant will meet the requirements in a satisfactory manner.

**NOW THEREFORE**, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

**SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS**

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
- b. RFP**
- c. Proposal referenced and Best Final Offer received by the successful proposer.
- d. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

**SECTION 2. SERVICES / COMPENSATION.**

A. All terms, conditions, requirements, and provisions of the services in RFP and consultant's responses, as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter

“Professional Services”).

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit “B”** and incorporated fully herein by this reference (“Compensation”). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

### **SECTION 3. TERM.**

a. This Agreement shall commence upon issuance of a written “Notice to Proceed” (as further defined below) by the CITY and shall expire on June 30, 2027, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended through June 30, 2029, with mutual agreement from both parties.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY’s applicable, department head.

### **SECTION 4. PERFORMANCE.**

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY’s approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

### **SECTION 5. WORK PRODUCT.**

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

#### **SECTION 6. EXTRA SERVICES.**

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

#### **SECTION 7. CITY SUPERVISION.**

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of this agreement by the City Manager.

#### **SECTION 8. TERMINATION.**

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the

Parties agree that the CONSULTANT shall be reimbursed for any “non-refundable” costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such “non-refundable” costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such “non-refundable” costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

#### **SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.**

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

#### **SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.**

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

#### **SECTION 11. INDEPENDENT CONSULTANT.**

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

#### **SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.**

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the

CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

#### **SECTION 13. LEGAL RESPONSIBILITIES.**

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

#### **SECTION 14. INDEMNIFICATION.**

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

#### **SECTION 15. INSURANCE COVERAGE.**

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and

advertising injury, with limits no less than \$2,000,000 per occurrence, \$4,000,000 aggregate.

**Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**Professional Liability** insurance appropriate to the CONTRACTORS'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

g. The CONTRACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

h. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

i. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

j. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together

with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello  
Attn: Principal Risk Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
Email: kaghili@montebellocity.gov

k. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

l. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

m. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

n. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insured's. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

o. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

p. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

q. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

r. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT'S duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

**SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.**

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

**SECTION 17. NO WAIVER.**

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

**SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.**

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

**SECTION 19. ATTORNEY'S FEES AND COSTS.**

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

**SECTION 20. WARRANTIES.**

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any



other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

## **SECTION 21. MISCELLANEOUS.**

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

## **SECTION 22. NOTICE.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello  
Attn: Raul Alvarez, City Manager  
1600 West Beverly Boulevard  
Montebello, CA 90640  
(323) 887-1200  
Email: ralvarez@montebellocity.gov

With a copy to: City of Montebello – City Clerk’s Office  
1600 West Beverly Boulevard  
Montebello, CA 90640  
(323) 887 – 1200  
Email: cityclerk@montebellocity.gov

If to Consultant: G&J NEON SIGNS INC.  
Alex Gomez  
1405 W. Olympic Blvd.  
(323) 284-4000  
Email: Alex@gjsigns.com

An electronic communication (“**Electronic Notice**”) shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

**SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.**

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

**SECTION 24. CONFLICT OF INTEREST.**

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

**SECTION 25. ENTIRE AGREEMENT.**

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

**SECTION 26. EXTENSION TO OTHER PUBLIC AGENCIES**

Unless otherwise specified in writing, the CONSULTANT agrees that the prices, terms, and conditions identified in the Proposal (Exhibit "A") and Agreement may be extended to other governmental agencies at the mutual agreement of both the public agency and awarded CONSULTANT. All requirements of the specifications, purchase orders, invoices, and payments with other agencies shall be directly with the CONSULTANT. CONSULTANT acknowledges and agrees to the extension of these contract terms to other governmental agencies conditioned upon the agreement of the CONSULTANT with the governmental agency. This provision in no way guaranteed that the CONSULTANT will agree to enter into a contract with a governmental agency pursuant to this Section.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

**CITY OF MONTEBELLO**

**G&J NEON SIGNS INC.**

\_\_\_\_\_  
Raul Alvarez, City Manager

\_\_\_\_\_  
Alex Gomez, CEO/Project Manager

**ATTEST:**

\_\_\_\_\_  
Christopher Jimenez, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney



**ITEM # 12**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Paul Espinosa, Police Chief

**SUBJECT: APPROVE PURCHASE OF TWO 2025 FORD POLICE INTERCEPTOR VEHICLES**

**DATE:** December 5, 2024

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Approve purchase of two (2) 2025 Ford Police Interceptor vehicles; and
2. Authorize purchase of the vehicles utilizing a Sourcewell Cooperative Purchasing Agreement with Olathe Ford Sales, Inc. (supplier) as permitted by Montebello Municipal Code Section 3.20.050(F); and
3. Authorize the City Manager to execute the procurement through the Sourcewell Cooperative Purchasing Agreement; and
4. Take such additional, related, action that may be desirable.

**FISCAL IMPACT:**

The acquisition of two (2) Police Patrol vehicles will be facilitated by use of grant funding received from the California Highway Patrol (CHP) through the Cannabis Tax Fund Grant Program. The City of Montebello was awarded \$195,456 in grant funding for this purpose (Attachment A). The CHP grant was formally accepted by the City Council on July 24, 2024 (Attachment B). The Fiscal year 2024-25 budget was amended to appropriate the \$195,456 in funding at that City Council meeting: \$45,456 for staffing costs associated with DUI checkpoints and \$150,000 for acquisition of two Police Patrol vehicles to be used for DUI enforcement. Therefore, no budget amendment is needed as part of the recommended actions.

The total purchase cost for the two vehicles is \$137,846. This total is for acquisition of two 2025 Ford Police Interceptor Utility AWD vehicles at \$47,598 each and the required upfitting of the vehicles at \$19,768 each (Attachment C). The purchase will be made from Olathe Ford Sales, Inc. (Olathe, Kansas) through Sourcwell Agreement #032824, which expires July 9, 2028 (Attachment D). Use of cooperative agreements is permitted per Montebello Municipal Code Section 3.20.050(F) – Conformance with Bidding Procedures, Cooperative Agreements.

**BACKGROUND/DISCUSSION:**

On July 1, 2024, the CHP announced more than \$25 million in grant funding awarded to 102 California law enforcement agencies, crime laboratories, local government agencies, and nonprofit organizations to help address the dangers of driving under the influence of alcohol and/or drugs.

The Montebello Police Department (MPD) is one of eighty-two recipients of law enforcement grants designated to address impaired driving within local communities. As part of this grant, MPD will acquire two vehicles specifically for the enforcement of driving under the influence (DUI) laws and for public education on the risks of impaired driving. In accordance with the grant agreement, any law enforcement vehicle purchased with these funds will be primarily dedicated to DUI enforcement efforts and public education initiatives related to the dangers of impaired driving. Additionally, all vehicles purchased under this grant will adhere to the California Vehicle Code and California Code of Regulation standards. The State may also require MPD to apply specific decals or emblems to these vehicles to identify their role in DUI enforcement.

The purchase of the two (2) 2025 Ford Interceptors will be done through a Sourcwell cooperative agreement with Olathe Ford Sales, Inc. (Attachment D). The City can procure the vehicles through cooperative purchasing agreement #032824 (Attachments D and E) under the authority of Montebello Municipal Code Section 3.20.050(F) – Conformance with Bidding Procedures, Cooperative Agreements. The vehicles will be procured from Olathe Ford in the State of Kansas and delivered to the City after upfitting is completed.

**ENVIRONMENTAL IMPACT:**

N/A

**ANALYSIS:**

N/A

**SUMMARY:**

The recommended actions will authorize the City Manager to execute the necessary agreements to procure and upfit two 2025 Ford Interceptors for use by the Montebello Police Department for traffic patrol duties focused on DUI enforcement. The vehicles will

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 3 of 3

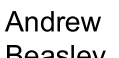
be procured utilizing funding from the CHP Cannabis Tax Fund Grant Program. The City was awarded \$195,456 in CHP grant funding, which was accepted and appropriated by the City Council on July 24, 2024 (Attachment B).

### **ATTACHMENT(S)**

1. ATTACHMENT A - CHP Cannabis Grant Agreement Award No. 17889
2. ATTACHMENT B - CHP Cannabis Grant Agenda Report Item 18 07\_24\_2024
3. ATTACHMENT C - Quote Olathe Fleet - 2025 Interceptors and Upfitting
4. ATTACHMENT D - Sourcewell Olathe Contract #032824
5. ATTACHMENT E - Pricing Attachment Sourcewell Olathe Contract #032824

### **NEXT STEPS:**

N/A

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. GRANT TITLE</b><br>FY24/25 CTFGP Law Enforcement - City of Montebello Police Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>2. NAME OF ORGANIZATION/AGENCY</b><br>City of Montebello- Police Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT</b><br>City of Montebello                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>4. PROJECT PERFORMANCE PERIOD</b><br>From: 07/01/2024 To: 06/30/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>5. PURCHASE ORDER NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>6. GRANT OPPORTUNITY INFORMATION DESCRIPTION</b><br>Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.<br>The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$195,456.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>8. TERMS AND CONDITIONS</b><br>The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.<br><br>The parties hereto agree to comply with the Terms and Conditions of the following attachments: <ul style="list-style-type: none"><li>• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate</li><li>• Schedule B-1 – Budget Narrative</li></ul><br>We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.<br><br>IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto. |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>9. APPROVAL SIGNATURES</b><br><b>A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY</b><br>Name: Paul Espinosa<br>Title: Chief of Police<br>Phone: (323) 887-1200<br><br>Address: 1600 West Beverly Boulevard<br>Montebello, CA 90640<br><br>E-Mail: <a href="mailto:pespinosa@montebellocal.ca.gov">pespinosa@montebellocal.ca.gov</a><br><br><br><b>Paul</b><br>(Signature)<br><br>07/02/2024<br>(Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>B. AUTHORIZED OFFICIAL OF CHP</b><br>Name: Andrew Beasley Phone: (916) 843-4360<br>Title: Captain Fax: (916) 322-3169<br><br>Address: 601 North 7th Street<br>Sacramento, CA 95811<br><br>E-Mail: <a href="mailto:ABeasley@chp.ca.gov">ABeasley@chp.ca.gov</a><br><br><br><b>Andrew Beasley</b><br>(Signature)<br><br>07/05/2024<br>(Date) |
| <b>C. ACCOUNTING OFFICER OF CHP</b><br>Name: C. M. Jones Phone: (916) 843-3531<br>Title: Commander Fax: (916) 322-3159<br><br>Address: 601 North 7th Street<br>Sacramento, CA 95811<br><br>E-Mail: <a href="mailto:Catrina.Jones@chp.ca.gov">Catrina.Jones@chp.ca.gov</a><br><br><br><b>Catrina M. Jones</b><br>(Signature)<br><br>07/08/2024<br>(Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS</b><br><br>Name: Michael Solorza<br>Title: Director of Finance<br>Phone: (323) 887-1200<br><br>Address: 1600 West Beverly Boulevard<br>Montebello, CA 90640                                                                                                                                                                                                |



## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

### A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

### B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

## TERMS AND CONDITIONS

### C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
  - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
  - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

### D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

### E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

## TERMS AND CONDITIONS

### F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

### G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

### H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - 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.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace.
    - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
    - iii. Any available counseling, rehabilitation, and employee assistance programs.
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the Project will:
    - i. Receive a copy of the company's drug-free workplace policy statement.
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
  - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

### I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

## TERMS AND CONDITIONS

### J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

### K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

### L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

### M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
  - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
  - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
  - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
  - d. All of the information in its Grant Application and all materials submitted are true and accurate.

### N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## TERMS AND CONDITIONS

### O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

### P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

### Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

### R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

### S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
  - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
  - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
  - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
  - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

## TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

### T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
  - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
  - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

## Schedule A

### City of Montebello- Police Department

**All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.**

#### **Project Description**

The City of Montebello Police Department has determined, through the analysis of traffic data, that the awarded funding will have the greatest impact in the community by increasing awareness of safe driving practices and conducting enforcement operations in areas that statistically have been demonstrated to be high occurrences of primary collision factors. The department has initially identified a time period where most traffic crashes have occurred (12:00 pm – 6:00 pm). While focusing the initial traffic enforcement operations during this time period, the department will continue to analyze emerging traffic data and trends. If awarded funding, implementation of all grant activities will be accomplished by deploying personnel at known problematic, data-driven locations. There will also be an effort to conduct several enforcement operations such as DUI checkpoints and DUI Saturation Patrols.

#### **Problem Statement & Proposed Solution**

The City of Montebello is a bustling and charming community located in Los Angeles County. Traffic volume is heavy throughout the city for several reasons. Montebello covers an area of approximately 8.25 miles and is bordered on the south by the Santa Ana Freeway (I-5) and on the north by the Pomona Freeway (SR-60). Several other freeways are nearby and easily accessible from the area including the Long Beach Freeway 710 and San Gabriel Freeway 605. Montebello is often referred to as a gateway city, with proximity to downtown Los Angeles and its shared borders with several cities including Monterey Park, Pico Rivera, Rosemead, Commerce, and East Los Angeles. The city is primarily residential; however, there is strong growth of commercial property and businesses. Montebello is home to a large shopping mall with heavy traffic that substantially increases during the holiday season. Additionally, there are five private schools, thirty-three schools in the Montebello Unified School District, and several universities in the surrounding area. Montebello is in one of the busiest counties in the country, it is bordered by heavily traveled freeways and is an area by which numerous commuters travel, shop, and reside on a daily basis. All these factors contribute to several traffic problems that the department hopes to mitigate.

The City of Montebello is fortunate to have an active community that is very aware and concerned of traffic trends. Social media has played a large role in creating this open and fluid communication. Through additional data analysis the Police Department has observed a trend emerge, this new trend is being referred to as the “after-hours” trend. The noted crashes tend to be concentrated around the hours of “after-school” and “after-work” commutes. The data demonstrates that between the hours of 12:00 pm- 6:00 pm; nearly 50% of the crashes (208) occurred in 2023. Officers will focus their enforcement hours on these time frames to ensure the greatest impact of enforcement activities.

Having identified a noticeable trend in the hours of the crashes, it is that much more concerning that our alcohol involved crashes have also increased (18 injured in 2021, 23 in 2022 including one fatality, and 23 in 2023). Additionally, our Office of Traffic Safety (OTS) Crash Rankings also showed our DUI arrests ranking increase from 34 in 2019 to 23 in 2021. This year the department will focus on expanding our social media campaigns to deter impaired driving. It is very apparent that our efforts are more necessary than ever before.

Having the attention and willing participation of the community allows the Police Department to address trends as soon as they are identified. The support of the community lends itself to advocating to the City for necessary infrastructure changes to address and reduce the occurrence of traffic crashes wherever possible by adjusting speed limits, changing and upgrading signs, and improving roadways.

While more data needs to be collected to further analyze the noted trends, the department now has more software and hardware equipment to make this analysis. The recent upgrade of the traffic reporting system will soon hold multiple years' worth of data that will show additional details. The recent hiring of our Crime/Data Analyst will also assist us with reviewing data and implementation of best practices to direct our

## **Schedule A**

enforcement efforts. Additionally, the Department recently assigned two additional officers to our Traffic Unit for a total of 4 full-time officers. These projects and staffing increases demonstrate the departments and City's commitment to our goals.

Montebello Police Department has diligently worked to identify and address traffic problems and concerns in the City of Montebello. The Cannabis Tax Fund Grant Program has allowed our efforts to make dramatic improvements, however, our work is not done. The efforts of this grant are personal goals for our department. Our collaborative efforts will create lasting changes that will reduce traffic injuries and lead to zero fatalities in the City of Montebello and surrounding regions.

### **Performance Measures/Scope of Work**

The City of Montebello Police Department is proposing to conduct the following enforcement operations:

2 DUI Checkpoints (Q2 = 1, Q4 = 1): Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers in the community.

8 DUI Saturation Patrols/ 2 per quarter: Aim to reduction of DUI/DUID by 15%

The Department will perform activities during dates and times that have historically demonstrated a high occurrence of crashes and arrests.

The listed activities are intended to increase the visibility of our officers to deter the unwanted and unsafe behavior of driving while under the influence. The goal of this program is to reduce the number of crashes and arrests to zero. The program will monitor all activities to measure arrests and contacts being made.

### **Project Performance Evaluation**

The Department will present the grant project to the City Council at the beginning at conclusion of the performance period. Additionally, the Department will post grant activities on our social media platforms.

The project will track data points for each activity as listed below:

#### **DUI Checkpoint:**

- Number of vehicles through checkpoints
- Number of drivers contacted at checkpoints
- Vehicles through checkpoint
- Drivers Contacted
- Field Sobriety Tests Administered
- DUI Arrests (Alcohol Only)
- DUI Drug Arrests (Drug Only)
- DUI Arrests (Alcohol/Drug Combination)
- Drug Arrests
- Criminal Arrests (Felony In Custody)
- Recovered Stolen Vehicles
- Suspended/Revoked Driver's License

#### **DUI Saturation Patrol:**

- Vehicle Stops or Contacts
- Field Sobriety Tests Administered
- DUI Arrests (Alcohol Only)
- DUI Drug Arrests (Drug Only)
- DUI Arrests (Alcohol/Drug Combination)
- Drug Arrests
- Criminal Arrests (Felony In Custody)
- Recovered Stolen Vehicles
- Suspended/Revoked Driver's License



## **Schedule A**

### **Program Sustainability**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

The Traffic Unit is currently staffed by Officers that have several years' experiences in their current assignment, have attended numerous traffic courses, and participated in OTS operations. The Chief of Police, with the support of the City's Administration, has made it a priority to ensure that the Traffic Unit will continue to expand, that equipment will be maintained properly, and training standards will be exceeded.

The continuous traffic issues arising in the city make it apparent that the unit is not only necessary but demanded by the community. The department administration is committed to prioritizing traffic enforcement operations and will work on expanding the unit as soon as staffing levels allow.

### **Administrative Support**

The Montebello Police Department has the skills and experience to manage the proposed grant activities; the current staff at the City of Montebello Police Department has worked on similar Grants for several years. The proposal reflects targeted enforcement that is data-driven and that the department can handle given our current staffing status. The Lieutenant and Sergeant in charge of the Traffic Unit have attended and are certified in all relevant courses related to the operations of the unit. The department's Grant Administrator has managed funds for several fiscal years and has attended other relevant training as well as Traffic-related conferences.

As the department focuses on addressing these concerns, the department will continue to analyze crash data to determine specific areas/locations of higher crash occurrence. The department has been able to hire a new full-time crime analyst. This position will allow further review and observation of data trends.

The department also works closely with the City of Montebello's Finance Department and has an individual accountant assigned to the grant. This ensures that all City and federal fiscal guidelines are observed along with any state and federal procurement procedures/policies and reporting guidelines.

## Schedule B

### Detailed Budget Estimate

| Award Number | Organization/Agency                   | Total Amount |
|--------------|---------------------------------------|--------------|
| 17889        | City of Montebello- Police Department | \$195,456.00 |

| Cost Category | Line Item Name            | Total Cost to Grant |
|---------------|---------------------------|---------------------|
| Personnel     | DUI Checkpoint            | \$25,232.00         |
|               | DUI Saturation Patrol     | \$20,224.00         |
|               | <b>Category Sub-Total</b> | <b>\$45,456.00</b>  |
| Equipment     | DUI Patrol Vehicle        | \$150,000.00        |
|               | <b>Category Sub-Total</b> | <b>\$150,000.00</b> |

|                    |                     |
|--------------------|---------------------|
| <b>Grant Total</b> | <b>\$195,456.00</b> |
|--------------------|---------------------|

## **Schedule B-1 Budget Narrative**

### **City of Montebello- Police Department**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Personnel**

##### **DUI Saturation Patrol**

\$20,224.00

DUI Saturation Patrol

\$20,224.00

Officer -OT \$63.20/hour

10 hours X \$63.2 X 8 operations X 4 officer

8 DUI Saturation Patrols

2 per quarter

The following is an estimate for the cost of each operation:

Each operation will cost \$2,528

Each operation will last 10 hours

Each officer working the operation shall have a pay rate at \$63.2 at an overtime rate.

##### **DUI Checkpoint**

\$25,232.00

DUI Checkpoint

\$25,232.00

Officer -OT \$63.08/hour

10 hours X \$63.08 X 2 operation X 20 officer

2 DUI Checkpoint

1 per quarter

The following is an estimate for the cost of each operation:

Each operation will cost \$12,616

Each operation will last 10 hours

Each officer working the operation shall have a pay rate at \$63.08 at an overtime rate.

#### **Equipment**

**DUI Patrol Vehicle:** (Any outfitting costs that are not vehicle wrap, lights/siren, Police radio, and prisoner transport partition are not eligible costs and will not be reimbursed.)

\$150,000.00

Patrol Vehicles

\$200,000

Quantity: 2

Unit Cost: \$60,000 (\$60,000 X 2= \$120,000)

Additional adjustments for police equipment: (\$25,000 X 2= \$50,000)

\*SEE ATTACHED INVOICE FROM PRIOR PURCHASE\*

Total Cost: \$150,000

ITEM # 18

**CITY OF MONTEBELLO  
CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Paul Espinosa, Police Chief

**SUBJECT:** **APPROVE ACCEPTANCE OF CALIFORNIA HIGHWAY PATROL (CHP) GRANT AWARD UNDER THE CANNABIS TAX FUND GRANT PROGRAM (CTFGP)**

**DATE:** July 24, 2024

---

**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Accept grant funding awarded by the California Highway Patrol (CHP) under the Cannabis Tax Fund Grant Program (CTFGP) in the amount of \$195,456; and,
2. Authorize the City Manager to execute the contract for grant funds; and
3. Amend the Fiscal Year 2024-2025 budget and increase appropriations by \$45,456 in Expenditure Account No. 265-80-832-5010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime) and \$150,000 in Expenditure Account No. 265-80-832-6082 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Vehicle Purchase) and \$195,456 in Revenue Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund); and
4. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

The City of Montebello is being awarded \$195,456 from the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program. Although the City must pay upfront costs, authorized expenditures will be reimbursed by the grant. Reimbursement claims will be submitted as expenses are incurred based on the needs of the Police Department.

The funds are to be distributed to a specific CHP-Grant account which will reflect the following budget: Account No. 265-80-832-5010.10 -- Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime and Account No. 265-80-832-6082 -- Grants, Police, CHP

## CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 3

Cannabis Tax Fund Grant Program, Vehicle Purchase:

|                                       |                  |
|---------------------------------------|------------------|
| 1. Personnel Costs-Overtime (5010.10) | \$45,456         |
| 2. Machinery & Equipment (6010.10)    | \$150,000        |
| <b>TOTAL</b>                          | <b>\$195,456</b> |

The recommended action also creates a revenue budget of \$195,456 to record the grant funds which will reimburse the City for approved expenses: Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund). The Fiscal Year 2024-25 budget will be amended by adjusting appropriations in the expenditure and revenue accounts listed above.

### **BACKGROUND/DISCUSSION:**

The California Highway Patrol (CHP) works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving. The CHP considers a variety of factors in determining specific needs for each grant cycle, including opportunities and projects best suited to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs.

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMU), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and qualified non-profit organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

### **ENVIRONMENTAL:**

N/A

### **ANALYSIS:**

These law enforcement grants are aimed to provide financial assistance to allied agencies for the education, prevention and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Police Department's effectiveness through training and development of new strategies.

The City of Montebello has been approved to receive \$195,456 from the CHP Grant Program. Funding for FY 2024-25 has been approved for use by the Police Department to conduct high visibility traffic enforcement operations and to procure a Traffic Unit Vehicle.

### **SUMMARY:**

The Department has been awarded a CHP Grant in the amount of \$195,456. The Grant will enable the Department to conduct traffic enforcement operations. As a result of the

## **CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024**

Page 3 of 3

award of these reimbursable grant funds, the Department is able to deploy officers and conduct high visibility traffic campaigns. The support of the CHP Grant will aid in these goals and expand our efforts.

Staff recommends City Council authorize the proposed use of the Grant as further outlined in the attached grant application and amend the FY 2024-25 budget by increasing appropriations by \$45,456 in Expenditure Account No. 265-80-832-5010.10 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Overtime) and \$150,000 in Expenditure Account No. 265-80-832-6082 (Grants, Police, CHP Cannabis Tax Fund Grant Program, Vehicle Purchase) and \$195,456 in Revenue Account No. 265-99-4198.86 (Grants, CHP Cannabis Tax Fund),

### **ATTACHMENT(S)**

1. Attachment A - FY24-25 RFA - Law Enforcement Small and Mid-Size
2. Attachment B - FY24-25 CTFGP Intent to Award – C O Montebello PD
3. Attachment C - Resolution No. 24-48 - CHP Grant Award 2024
4. Attachment D - FY24-25 CTFGP Grant Agreement - City of Montebello PD



## **CANNABIS TAX FUND GRANT PROGRAM REQUEST FOR APPLICATION (RFA)**

### **Grant Opportunity**

Law Enforcement

### **Eligible Grant Applicants**

Small and Mid-Size Law Enforcement Organizations/Agencies

Small-Size: 100 Employees or Less

Mid-Size: 500 Employees or Less

### **Project Performance Period**

July 1, 2024, through June 30, 2025

This Request for Application (RFA) provides specific Grant Opportunity information for the Cannabis Tax Fund Grant Program (CTFGP) 2024-2025 Grant Cycle, including important deadlines and details. To ensure all eligibility requirements are met for successful participation in the CTFGP, please review the **California Code of Regulations (Title 13, Division 2, Chapter 13) and other CTFGP information posted on the California Highway Patrol's (CHP) website:** <https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program>.

### **Important Dates**

| <b>Activity</b>                       | <b>Date</b>                            |
|---------------------------------------|----------------------------------------|
| Grant Workshop                        | January 9, 2024                        |
| Grant Application Submission Period   | January 9, 2024 – February 23, 2024    |
| Grant Application Submission Deadline | February 23, 2024, 5:00pm Pacific Time |
| Grant Application Review              | February – May 2024                    |
| Award Announcements                   | May – June 2024                        |
| Start of Project Performance Period   | July 1, 2024                           |
| Project Performance Period            | July 1, 2024 – June 30, 2025           |

### **Funding Requirements**

A Grant Applicant may only submit one Grant Application, per Grant Opportunity, and shall only request the amount of grant funds necessary to complete the Project within the Project Performance Period.

Grant funds shall be used to implement new activities or augment existing funds, which expand current activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that are appropriated or earmarked for the same purpose and are routine and/or existing state and local expenditures. Supplanting is the deliberate reduction in the amount of federal, state, or local funding appropriated to an existing program or activity because grant funds are awarded for the same purpose. It is the responsibility of the Grant Applicant to ensure supplanting does not occur.

### **Match Requirements**

This Grant Opportunity does not require matching funds.

### **Project Costs**

Estimated Project costs shall support grant-funded Project activities that help address impaired driving and are directly related to the scope of work identified in the Grant Application. To be permissible, Project costs must be reasonable, necessary, and expended according to the CTFGP policies, procedures, and regulations.

Projects are required to have a realistic and prudent budget that avoids unnecessary expenditures unrelated to the Project activities. Final determination of eligibility and award will be made by the Cannabis Grants Unit (CGU) and approved within the Grant Agreement. Please refer to Annex A for ineligible expenses.



## **Project Performance Period**

One Year – July 1, 2024, through June 30, 2025

## **Eligible Grant Applicants**

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less

Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code.

## **Project Funding**

Available Project funding is approximately \$13 million, with a \$500,000 cap, per Grant Application. The Grant Applicant must provide strong justification, measurable goals, and an immediate need for all requested budget items, as part of the Project.

## **Project Requirements**

Requested services, equipment, and supplies shall be in direct support of grant-funded Project activities. Law Enforcement Projects shall include at least one Project activity and focus on one or more of the following areas:

- Increase driving under the influence (DUI)/driving under the influence of drugs (DUID) enforcement efforts (ex: DUI Saturation Patrols, DUI Checkpoints)
- Drug Evaluation and Classification (DEC) Program courses (ex: SFST Training, ARIDE Training, DRE Training), and other trainings to help increase the knowledge of law enforcement personnel in detecting and removing impaired drivers from the roadway
- General prevention education and community outreach designed to educate the public about the dangers of impaired driving (ex: presentations to high school and/or college students, with a direct focus on Drive High = DUI, or another campaign message against impaired driving)

If the Project includes limited, education-based activities, in conjunction with other enforcement-related activities/efforts, then Law Enforcement Organizations/Agencies should apply for this Law Enforcement Grant Opportunity.

If the Project, in its entirety, solely focuses on an innovative, education-based program for local communities, then Law Enforcement Organizations/Agencies should apply for the Education Grant Opportunity.

## **Eligible Project Cost Categories**

### **Personnel**

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours will be awarded based on the number of grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Hours worked on Project activities above and beyond normal work duties, including DUI Saturation Patrols and DUI Checkpoints
- Attend or instruct approved trainings related to impaired driving
- Backfill for staff attending trainings

### **Travel**

Costs may include travel associated with approved in-state and out-of-state Project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the Project, must be used. Out-of-state travel is only allowed in exceptional situations. To be eligible for reimbursement, travel must occur within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Mileage (based on current State rate) or fuel expenses
- Hotel accommodations
- Commercial airline fares
- Parking fees
- Bridge tolls and/or taxi or bus fares

For maximum allowed per diem rates, including meals and lodging, please visit the California Department of Human Resources (CalHR) website:

<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

### **Equipment**

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year, and an acquisition cost of at least \$5,000 (ex: four identical assets, which cost \$1,250 each, for a total of \$5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete grant-funded activities included in the Project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. If requesting equipment, the Project shall contain a correlating grant-funded Project activity (ex: Message Board for DUI Checkpoints). To be eligible for reimbursement, equipment must be purchased and received within the Project Performance Period.

## **Consultants/Contracts**

Costs may include professional services necessary to carry out Project activities, including goals and deliverables, that are clearly outlined in the Grant Application. A copy of the Contract and/or Scope of Work must be submitted to and approved by the CGU prior to commencement of work. To be eligible for reimbursement, Consultants/Contracts services must occur within the Project Performance Period.

## **Other Direct Costs**

Costs may include operational costs. Other Direct Costs shall be directly related and necessary to complete grant-funded activities included in the Project. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. To be eligible for reimbursement, Other Direct Costs must be purchased and received within the Project Performance Period.

Eligible expenses may include, but are not limited to:

- Equipment with an acquisition cost under \$5,000 (ex: Preliminary Alcohol Screening [PAS] devices)
- Registration fees for approved conferences
- Educational/outreach materials (ex: brochures, pamphlets)
- Social media costs

## **Additional Information**

### **References**

- Revenue and Taxation Code Section 34019
- California Code of Regulations, Title 13, Division 2, Chapter 13

For additional questions, please contact the Cannabis Grants Unit at (916) 843-4360 or via email at [CGUGrants@chp.ca.gov](mailto:CGUGrants@chp.ca.gov).

## ANNEX A

### Ineligible Expenses for Law Enforcement Grant Opportunity

#### Items

Building/Facility Construction  
Entertainment  
Equipment-Only Projects (Must Have Correlating Grant-Funded Project Activity)  
Facility Rental  
Food During Enforcement Efforts (ex: Pizza at DUI Checkpoint)  
Frozen Positions  
Full Salary Positions  
Gifts  
Highway Construction, Maintenance, Design  
Land  
Law Enforcement Items (Spike Strips, Station-Related Software)  
Liability Insurance  
Lobbying Costs  
Office Furniture and Fixtures  
Overhead Costs (ex: Microsoft Office Software, Cellular Plans, Vehicle Insurance & Maintenance)  
Professional Fees (ex: Membership Dues)  
Supplanting  
SWAT/Armored Vehicles  
Traffic Investigation Equipment  
Unapproved Trainings, Equipment, and or Other Direct Costs  
Uniforms  
Utilities  
Weapons  
Vehicle Outfitting Items (Console, Gun Rack/Mount, License Plate Reader, Magnetic Decal)

*\*\*The items listed above are provided as examples and do not constitute all ineligible costs\*\**

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

601 North 7th Street  
Sacramento, CA 95811  
(916) 843-4360  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



June 6, 2024

File No.: 060.15426.14597.066.2024.00000

Sergeant Adam Mitchell  
City of Montebello Police Department  
1600 West Beverly Boulevard  
Montebello, CA 90640

Dear Sergeant Mitchell:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the City of Montebello Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of \$195,456.00. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at [CGUGrants@chp.ca.gov](mailto:CGUGrants@chp.ca.gov), as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

A handwritten signature in blue ink that reads "K. M. Davis".

K. M. DAVIS, Chief  
Enforcement and Planning Division



RESOLUTION NO. 24-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE AUTHORIZATION AND EXECUTION OF THE AGREEMENT TO RECEIVE GRANT FUNDS FROM THE CALIFORNIA HIGHWAY PATROL THROUGH THE CANNABIS TAX FUND GRANT PROGRAM**

**RECITALS**

**WHEREAS**, the passage of Proposition 64, the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA), California voters mandated the state set aside funding for the California Highway Patrol (CHP) to award grants to local governments and qualified nonprofit organizations, as described in Revenue and Taxation Code Section 34019(f)(3)(B); and

**WHEREAS**, the Cannabis Tax Fund Grant Program (CTFGP) marks an important step toward reducing impaired driving crashes, increasing public awareness surrounding the dangers of impaired driving, and making California's roadways a safer place to travel; and

**WHEREAS**, the City of Montebello (the "City") has applied and been awarded CHP funds from the CTFGP in the amount of \$195,456 for the project performance period of July 1, 2024 to June 30, 2025; and

**WHEREAS**, the grant application procedures require an Applicant's governing body to authorize its approval for acceptance of the funds.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:**

**SECTION 1. AUTHORITY**, City Manager, Raul Alvarez and/or his designee, is hereby authorized on behalf of the City Council to execute the CHP grant program agreement under CTFGP, in a final form approved by the City Attorney's Office, and finalize any other document reasonably-related to the funding contemplated herein, including any amendments thereof.

**SECTION 2. ASSURANCES**, CHP- CTFGP funds hereunder shall not be used to supplant expenditures controlled by this body.

**SECTION 3. GRANT AGREEMENT**, The City of Montebello agrees to abide by the terms and conditions of the CHP- CTFGP agreement.

**SECTION 4. EFFECTIVE DATE**, 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.

**APPROVED AND ADOPTED THIS 24<sup>TH</sup> DAY OF JULY 2024.**

\_\_\_\_\_  
Scarlet Peralta, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Jimenez, City Clerk

\_\_\_\_\_  
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. 24-48 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 24<sup>th</sup> day of July 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. GRANT TITLE</b><br>FY24/25 CTFGP Law Enforcement - City of Montebello Police Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                               |
| <b>2. NAME OF ORGANIZATION/AGENCY</b><br>City of Montebello- Police Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                               |
| <b>3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT</b><br>City of Montebello                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                               |
| <b>4. PROJECT PERFORMANCE PERIOD</b><br>From: 07/01/2024 To: 06/30/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>5. PURCHASE ORDER NUMBER</b>                                                                                                                                                                                                                                                                               |
| <b>6. GRANT OPPORTUNITY INFORMATION DESCRIPTION</b><br>Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.<br>The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                               |
| <b>7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$195,456.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                               |
| <b>8. TERMS AND CONDITIONS</b><br>The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.<br><br>The parties hereto agree to comply with the Terms and Conditions of the following attachments: <ul style="list-style-type: none"><li>• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate</li><li>• Schedule B-1 – Budget Narrative</li></ul> We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.<br>IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto. |                                                                                                                                                                                                                                                                                                               |
| <b>9. APPROVAL SIGNATURES</b><br><b>A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY</b><br>Name: Paul Espinosa<br>Title: Chief of Police<br>Phone: (323) 887-1200<br><br>Address: 1600 West Beverly Boulevard<br>Montebello, CA 90640<br><br>E-Mail: <a href="mailto:pespinosa@montebelloca.gov">pespinosa@montebelloca.gov</a><br><br>_____<br>(Signature) _____<br>(Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>B. AUTHORIZED OFFICIAL OF CHP</b><br>Name: Andrew Beasley Phone: (916) 843-4360<br>Title: Captain Fax: (916) 322-3169<br><br>Address: 601 North 7th Street<br>Sacramento, CA 95811<br><br>E-Mail: <a href="mailto:ABeasley@chp.ca.gov">ABeasley@chp.ca.gov</a><br><br>_____<br>(Signature) _____<br>(Date) |
| <b>C. ACCOUNTING OFFICER OF CHP</b><br>Name: C. M. Jones Phone: (916) 843-3531<br>Title: Commander Fax: (916) 322-3159<br><br>Address: 601 North 7th Street<br>Sacramento, CA 95811<br><br>E-Mail: <a href="mailto:Catrina.Jones@chp.ca.gov">Catrina.Jones@chp.ca.gov</a><br><br>_____<br>(Signature) _____<br>(Date)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS</b><br><br>Name: Michael Solorza<br>Title: Director of Finance<br>Phone: (323) 887-1200<br><br>Address: 1600 West Beverly Boulevard<br>Montebello, CA 90640                                                                             |



## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

### A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

### B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

## TERMS AND CONDITIONS

### C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
  - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
  - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

### D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

### E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

## TERMS AND CONDITIONS

### F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

### G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

### H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - 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.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace.
    - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
    - iii. Any available counseling, rehabilitation, and employee assistance programs.
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the Project will:
    - i. Receive a copy of the company's drug-free workplace policy statement.
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
  - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

### I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

## TERMS AND CONDITIONS

### J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

### K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

### L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

### M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
  - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
  - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
  - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
  - d. All of the information in its Grant Application and all materials submitted are true and accurate.

### N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## TERMS AND CONDITIONS

### O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

### P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

### Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

### R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

### S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
  - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
  - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
  - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
  - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

## TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

### T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
  - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
  - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.



## Schedule A

### City of Montebello- Police Department

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.

#### **Project Description**

The City of Montebello Police Department has determined, through the analysis of traffic data, that the awarded funding will have the greatest impact in the community by increasing awareness of safe driving practices and conducting enforcement operations in areas that statistically have been demonstrated to be high occurrences of primary collision factors. The department has initially identified a time period where most traffic crashes have occurred (12:00 pm – 6:00 pm). While focusing the initial traffic enforcement operations during this time period, the department will continue to analyze emerging traffic data and trends. If awarded funding, implementation of all grant activities will be accomplished by deploying personnel at known problematic, data-driven locations. There will also be an effort to conduct several enforcement operations such as DUI checkpoints and DUI Saturation Patrols.

#### **Problem Statement & Proposed Solution**

The City of Montebello is a bustling and charming community located in Los Angeles County. Traffic volume is heavy throughout the city for several reasons. Montebello covers an area of approximately 8.25 miles and is bordered on the south by the Santa Ana Freeway (I-5) and on the north by the Pomona Freeway (SR-60). Several other freeways are nearby and easily accessible from the area including the Long Beach Freeway 710 and San Gabriel Freeway 605. Montebello is often referred to as a gateway city, with proximity to downtown Los Angeles and its shared borders with several cities including Monterey Park, Pico Rivera, Rosemead, Commerce, and East Los Angeles. The city is primarily residential; however, there is strong growth of commercial property and businesses. Montebello is home to a large shopping mall with heavy traffic that substantially increases during the holiday season. Additionally, there are five private schools, thirty-three schools in the Montebello Unified School District, and several universities in the surrounding area. Montebello is in one of the busiest counties in the country, it is bordered by heavily traveled freeways and is an area by which numerous commuters travel, shop, and reside on a daily basis. All these factors contribute to several traffic problems that the department hopes to mitigate.

The City of Montebello is fortunate to have an active community that is very aware and concerned of traffic trends. Social media has played a large role in creating this open and fluid communication. Through additional data analysis the Police Department has observed a trend emerge, this new trend is being referred to as the “after-hours” trend. The noted crashes tend to be concentrated around the hours of “after-school” and “after-work” commutes. The data demonstrates that between the hours of 12:00 pm- 6:00 pm; nearly 50% of the crashes (208) occurred in 2023. Officers will focus their enforcement hours on these time frames to ensure the greatest impact of enforcement activities.

Having identified a noticeable trend in the hours of the crashes, it is that much more concerning that our alcohol involved crashes have also increased (18 injured in 2021, 23 in 2022 including one fatality, and 23 in 2023). Additionally, our Office of Traffic Safety (OTS) Crash Rankings also showed our DUI arrests ranking increase from 34 in 2019 to 23 in 2021. This year the department will focus on expanding our social media campaigns to deter impaired driving. It is very apparent that our efforts are more necessary than ever before.

Having the attention and willing participation of the community allows the Police Department to address trends as soon as they are identified. The support of the community lends itself to advocating to the City for necessary infrastructure changes to address and reduce the occurrence of traffic crashes wherever possible by adjusting speed limits, changing and upgrading signs, and improving roadways.

While more data needs to be collected to further analyze the noted trends, the department now has more software and hardware equipment to make this analysis. The recent upgrade of the traffic reporting system will soon hold multiple years' worth of data that will show additional details. The recent hiring of our Crime/Data Analyst will also assist us with reviewing data and implementation of best practices to direct our

## Schedule A

enforcement efforts. Additionally, the Department recently assigned two additional officers to our Traffic Unit for a total of 4 full-time officers. These projects and staffing increases demonstrate the departments and City's commitment to our goals.

Montebello Police Department has diligently worked to identify and address traffic problems and concerns in the City of Montebello. The Cannabis Tax Fund Grant Program has allowed our efforts to make dramatic improvements, however, our work is not done. The efforts of this grant are personal goals for our department. Our collaborative efforts will create lasting changes that will reduce traffic injuries and lead to zero fatalities in the City of Montebello and surrounding regions.

### **Performance Measures/Scope of Work**

The City of Montebello Police Department is proposing to conduct the following enforcement operations:

2 DUI Checkpoints (Q2 = 1, Q4 = 1): Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers in the community.

8 DUI Saturation Patrols/ 2 per quarter: Aim to reduction of DUI/DUID by 15%

The Department will perform activities during dates and times that have historically demonstrated a high occurrence of crashes and arrests.

The listed activities are intended to increase the visibility of our officers to deter the unwanted and unsafe behavior of driving while under the influence. The goal of this program is to reduce the number of crashes and arrests to zero. The program will monitor all activities to measure arrests and contacts being made.

### **Project Performance Evaluation**

The Department will present the grant project to the City Council at the beginning at conclusion of the performance period. Additionally, the Department will post grant activities on our social media platforms.

The project will track data points for each activity as listed below:

#### DUI Checkpoint:

- Number of vehicles through checkpoints
- Number of drivers contacted at checkpoints
- Vehicles through checkpoint
- Drivers Contacted
- Field Sobriety Tests Administered
- DUI Arrests (Alcohol Only)
- DUI Drug Arrests (Drug Only)
- DUI Arrests (Alcohol/Drug Combination)
- Drug Arrests
- Criminal Arrests (Felony In Custody)
- Recovered Stolen Vehicles
- Suspended/Revoked Driver's License

#### DUI Saturation Patrol:

- Vehicle Stops or Contacts
- Field Sobriety Tests Administered
- DUI Arrests (Alcohol Only)
- DUI Drug Arrests (Drug Only)
- DUI Arrests (Alcohol/Drug Combination)
- Drug Arrests
- Criminal Arrests (Felony In Custody)
- Recovered Stolen Vehicles
- Suspended/Revoked Driver's License



## **Schedule A**

### **Program Sustainability**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

The Traffic Unit is currently staffed by Officers that have several years' experiences in their current assignment, have attended numerous traffic courses, and participated in OTS operations. The Chief of Police, with the support of the City's Administration, has made it a priority to ensure that the Traffic Unit will continue to expand, that equipment will be maintained properly, and training standards will be exceeded.

The continuous traffic issues arising in the city make it apparent that the unit is not only necessary but demanded by the community. The department administration is committed to prioritizing traffic enforcement operations and will work on expanding the unit as soon as staffing levels allow.

### **Administrative Support**

The Montebello Police Department has the skills and experience to manage the proposed grant activities; the current staff at the City of Montebello Police Department has worked on similar Grants for several years. The proposal reflects targeted enforcement that is data-driven and that the department can handle given our current staffing status. The Lieutenant and Sergeant in charge of the Traffic Unit have attended and are certified in all relevant courses related to the operations of the unit. The department's Grant Administrator has managed funds for several fiscal years and has attended other relevant training as well as Traffic-related conferences.

As the department focuses on addressing these concerns, the department will continue to analyze crash data to determine specific areas/locations of higher crash occurrence. The department has been able to hire a new full-time crime analyst. This position will allow further review and observation of data trends.

The department also works closely with the City of Montebello's Finance Department and has an individual accountant assigned to the grant. This ensures that all City and federal fiscal guidelines are observed along with any state and federal procurement procedures/policies and reporting guidelines.

## Schedule B

### Detailed Budget Estimate

| Award Number | Organization/Agency                   | Total Amount |
|--------------|---------------------------------------|--------------|
| 17889        | City of Montebello- Police Department | \$195,456.00 |

| Cost Category | Line Item Name            | Total Cost to Grant |
|---------------|---------------------------|---------------------|
| Personnel     | DUI Checkpoint            | \$25,232.00         |
|               | DUI Saturation Patrol     | \$20,224.00         |
|               | <b>Category Sub-Total</b> | <b>\$45,456.00</b>  |
| Equipment     | DUI Patrol Vehicle        | \$150,000.00        |
|               | <b>Category Sub-Total</b> | <b>\$150,000.00</b> |

|                    |                     |
|--------------------|---------------------|
| <b>Grant Total</b> | <b>\$195,456.00</b> |
|--------------------|---------------------|

## **Schedule B-1 Budget Narrative**

### **City of Montebello- Police Department**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Personnel**

##### **DUI Saturation Patrol**

\$20,224.00

DUI Saturation Patrol

\$20,224.00

Officer -OT \$63.20/hour

10 hours X \$63.2 X 8 operations X 4 officer

8 DUI Saturation Patrols

2 per quarter

The following is an estimate for the cost of each operation:

Each operation will cost \$2,528

Each operation will last 10 hours

Each officer working the operation shall have a pay rate at \$63.2 at an overtime rate.

##### **DUI Checkpoint**

\$25,232.00

DUI Checkpoint

\$25,232.00

Officer -OT \$63.08/hour

10 hours X \$63.08 X 2 operation X 20 officer

2 DUI Checkpoint

1 per quarter

The following is an estimate for the cost of each operation:

Each operation will cost \$12,616

Each operation will last 10 hours

Each officer working the operation shall have a pay rate at \$63.08 at an overtime rate.

#### **Equipment**

**DUI Patrol Vehicle:** (Any outfitting costs that are not vehicle wrap, lights/siren, Police radio, and prisoner transport partition are not eligible costs and will not be reimbursed.)

\$150,000.00

Patrol Vehicles

\$200,000

Quantity: 2

Unit Cost: \$60,000 (\$60,000 X 2= \$120,000)

Additional adjustments for police equipment: (\$25,000 X 2= \$50,000)

\*SEE ATTACHED INVOICE FROM PRIOR PURCHASE\*

Total Cost: \$150,000



OLATHE FORD  
SANDRA GONZALEZ  
Government Account Team  
Direct: 505-850-5504

## Purchase Order / Quote

|             |                            |
|-------------|----------------------------|
| Date        | 11/4/2024                  |
| Valid Until | 12/15/2024                 |
| Contract    | MID-AMERICA REGIONAL 62-23 |
| PO          |                            |
| Lead Time   | APPROX 12 WEEKS            |

| Customer:                     | Invoice Address: | Delivery Address: |
|-------------------------------|------------------|-------------------|
| MONTEBELLO CA<br>LT. MOLINARI |                  | Same              |

| Description - Vehicle Preview Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Line Total              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 2025 FORD POLICE INTERCEPTOR UTILITY AWD - K8A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$47,598.00             |
| <div> <div>K8A0 POLICE INTER UTILITY AWD<br/>.119 INCH WHEELBASE<br/>TOTAL BASE VEHICLE<br/>OXFORD WHITE<br/>CLOTH BUCKETS/VINYL REAR SEATS<br/>ONYX INTERIOR<br/>EQUIPMENT GROUP 500A<br/>.FM STEREO<br/>3.3L TI-VCT V6 ENGINE<br/>10-SPEED AUTO TRANSMISSION<br/>HID PLUNG W/R HNDL INOPERABLE<br/>FORD FLEET SPECIAL ADJUSTMENT<br/>50 STATE EMISSIONS<br/>DRIVER AND PASS LED SPOT LAMP</div> <div> KEYED ALIKE -KEY CODE B<br/>NOISE SUPPRESSION BOND STRAPS<br/>REAR DR HNDL AND LOCKS INOPR<br/>DEFLECTOR PLATE<br/>REAR CONSOLE MOUNTING PLATE<br/>8" REAR CAMERA<br/>FRONT LICENSE PLATE BRACKET </div> </div> |                         |
| <div> <div></div> <div> DECALS BY DESIGN - 5775<br/>POLICE UPFITTING - AFI QTE 37948 - PER GRANT SPECIFICATION </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$752.22<br>\$19,767.92 |

| Special Notes and Instructions                                          |
|-------------------------------------------------------------------------|
| MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING |

|                        |                     |
|------------------------|---------------------|
| Subtotal less trade-in | \$68,118.14         |
| Sales Tax 0.00%        | \$0.00              |
| Tire Tax 5             | \$5.00              |
| Extended Warranty      | \$0.00              |
| Flooring               | \$0.00              |
| Delivery               | \$800.00            |
| MSO / ODO              | \$0.00              |
| Total Per Unit         | \$68,923.14         |
| Quantity of Units      | 2                   |
| <b>PO Total</b>        | <b>\$137,846.28</b> |

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your  
PO. Signature  
Print Name  
Date

If you have any questions concerning this quote, contact Sandra Gonzalez

**Thank you for your business!**

1845 E Santa Fe, Olathe, KS 66062  
505-850-5504 - AZFLEETQUEEN@ GMAIL.COM

032824-OLA

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Olathe Ford Sales, Inc., 1845 E. Santa Fe, Olathe, KS 66062 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized



subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms



no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.



Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

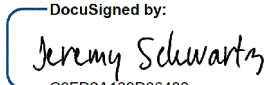
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

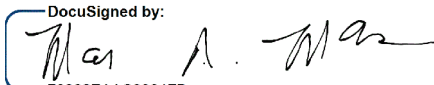
## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Olathe Ford Sales, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/2/2024 | 2:59 PM CDT

DocuSigned by:  
  
By: 78822EAAC9084FB...  
Marc McEver  
Title: Dealer Principal  
Date: 7/2/2024 | 12:43 PM PDT

# RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Olathe Ford Sales Inc.

Does your company conduct business under any other name? If yes, please state: Olathe Fleet

Address: 1845 E Santa Fe  
Olathe, KS 66062

Contact: Josh Allison

Email: jallison@olathefleet.com

Phone: 913-274-7429

Fax: 913-558-4608

HST#: 48-0720233

## Submission Details

Created On: Monday February 19, 2024 18:06:07

Submitted On: Thursday March 28, 2024 14:17:18

Submitted By: Josh Allison

Email: jallison@olathefleet.com

Transaction #: b4d5b033-c206-4a39-a7fa-1315e84ead0e

Submitter's IP Address: 50.225.91.170

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                                                              |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")                                                                                                                                                                | Olathe Ford Sales, INC.                                                                                                 | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.                                                                                                                                                                  | Olathe Fleet Solutions, Olathe Fleet, Fleet Pool USA, AFI, Model 1                                                      | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.                                                                                                                                                               | None                                                                                                                    | * |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):                                                                                                                                                                                                                              | Olathe does not have one.                                                                                               | * |
| 5         | Proposer Physical Address:                                                                                                                                                                                                                                                             | 1845 E Santa Fe<br>Olathe, KS 66062                                                                                     | * |
| 6         | Proposer website address (or addresses):                                                                                                                                                                                                                                               | www.olatheford.com<br>www.fleetpoolusa.com<br>www.afi-kc.com<br>www.ofskc.com                                           | * |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Marc McEver - Dealer Principal<br>marc@olatheford.com<br>1845 E Santa Fe<br>Olathe, KS 66062<br>913.269.8340            | * |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | Josh Allison - Vice President, Sales<br>jallison@olathefleet.com<br>1845 E Santa Fe<br>Olathe, KS 66062<br>913.558.4608 | * |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | Marc McEver - Dealer Principal<br>marc@olatheford.com<br>1845 E Santa Fe<br>Olathe, KS 66062<br>913.269.8340            |   |



**Table 2: Company Information and Financial Strength**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 10        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Olathe Ford Lincoln was founded in 1923, 51 years ago. Shortly after, Marc McEver now our dealer principal started our Fleet Department. He first started with Tow Trucks in Kansas and now it's grown to the largest Fleet Dealer in the United States. Olathe now sells 5 OEM Chassis, Ford, Chevrolet, GMC, Dodge, and Mercedes products. In 2023, Olathe was ranked as Ford's largest Fleet Dealer, Largest Commercial Dealer, Largest Government Dealer, #1 in sales to the Ambulance and Fire industry, #1 in sales to the School Bus, Shuttle Bus, and Public transportation industries. We also were the top volume Chevrolet dealer to the school bus and shuttle bus industry and a top volume seller of Mercedes Sprinter Chassis. In 2024, we have strong plans to continue to grow in our key industries across all of our OEM brands.<br>On our journey of becoming the #1 Chassis provider in the US, Olathe always focused on exceptional customer service. We are constantly emphasizing across all of our teams that we must provide the highest level of customer service no matter the situation, industry or customer. We've grown our business over 50 years by always taking care of the customer and we know that if we continue to keep that value top of mind we will still be the largest chassis provider in another 50 years! | * |
| 11        | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | If awarded the Sourcewell contract Olathe plans on hitting the ground running by first providing exceptional customer service to both Sourcewell and all of your members across the United States and Canada. Since Olathe already has a very strong brand name across the chassis industry we'll be able to leverage our industry knowledge and relationships to get immediate traction with this program. Olathe is Ford's largest government dealer and we are the releasing dealer for almost all of the body modifier/builders for Ambulance, Fire, Bus, Commercial, and Mobility industries giving us significant insight into your member base. We'd expect to be working hand in hand with your members and many of our existing key customers to provide simple, turnkey solutions on total completed vehicles. We believe this is a great opportunity to expand both Sourcewell and Olathe reach to more members while providing a simple cost effective complete solution.                                                                                                                                                                                                                                                                                                                                                                      | * |
| 12        | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Olathe has a long track record of financial strength, which is probably best demonstrated by our largest lender Ford Motor Credit. Today, Olathe has a \$225M credit line through Ford Motor Credit. This was/is established by our strong present in fleet the fleet market and an exceptional financial history and payment track record.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 13        | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Olathe is the largest Chassis supplier for Class 2-6 in the United States. We feel that our overall market share across all brands is approximately 65% of the market with the largest share coming in Government. We currently supply 95% of all ambulance chassis, 90% of School Bus/Shuttle Bus chassis and 85% of the RV Market across the US and Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 14        | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Today, Olathe's market share in Canada is less than 20% with the majority of that volume coming from in the School Bus, Ambulance, and Fire industries.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 15        | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 16        | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br><br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br><br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Olathe is best described as "A" a Distributor/Dealer/Reseller/Dealer Partner for the brands and affiliates we've outlined. The primary brands are Ford, Dodge, Chevrolet, GMC, Mercedes and applicable dealer partner upfits. All new orders would be placed through a franchised dealer and then ultimately titled to the end member based on their specific needs. Olathe would/could also sell used equipment from time to time that would be sold and ultimately titled to the end member. We have all applicable licenses, dealer documents etc. on file.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 17        | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Olathe holds a number of licenses directly and many more indirectly through our partners. We've listed a number of them here below and attached a file to include many of our licenses.<br><br>Kansas Department of Revenue New/Used Dealer license – Dealer number D-0349<br>Kansas Department of Revenue Tax Registration – 004-48072233F-02<br>Fleet Pool USA, LLC (FEIN 82-0638591)<br>State Sales & Use Tax ID – Kansas 004-0638591F-01<br>State Sales & Use Tax ID – Colorado 34436193-0001<br>State Sales & Use Tax ID – North Carolina 601238124<br>State Sales & Use Tax ID – Alabama RNT-R011342291<br>State Sales & Use Tax ID – Texas 3-20820-0245-5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | * |
| 18        | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Does not apply to Olathe.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                            | Over the past 5 years Olathe has won numerous industry awards. We've outlined a few of those here. Top Volume Fleet Dealer – Ford Motor Company – 2023, Top Volume Commercial Dealer – Ford Motor Company – 2023, Top Volume Government Dealer – Ford Motor Company – 2023, Ford Presidents Award – 2023, Top 10 Warranty and Finance Dealership – Ford Motor Company – 2023, Top Tier Sprinter Volume – Mercedes Benz – 2023, Top performing Government Dealers – General Motors – 2023. Many of the awards Olathe has listed above we've won multiple times in the past 5 years. | * |
| 20        | What percentage of your sales are to the governmental sector in the past three years                                                                                                  | As an organization we have sales focused in different areas such as Retail, Commercial, Fleet, and Service. When looking at our Fleet/Commercial segment and sales approximately 80%-90% of our sales are directly/indirectly into the Government sector.                                                                                                                                                                                                                                                                                                                          | * |
| 21        | What percentage of your sales are to the education sector in the past three years                                                                                                     | Olathe is the largest provider of School Bus, Shuttle Bus, and Transit Bus chassis in the US. We estimate that nearly 35% of our sales directly/indirectly go to School Districts, Universities, or private educational institutions.                                                                                                                                                                                                                                                                                                                                              | * |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years?          | Current Olathe State Contracts include but are not limited to: Arizona, Connecticut, Georgia, Indiana, Kentucky, Massachusetts, Maryland, Maine, North Carolina, New Jersey, Ohio, Oregon, Utah, Pennsylvania & South Carolina. There are also many County & Municipal Contracts in addition to the above mentioned state contracts. As you can see we have a vast reach across the government sector so we are confident we can service your members anywhere across the US. Estimated annual volume across all contacts is 2,000 units.                                          | * |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | Currently Olathe and its key partners hold GSA Contract - GS075. Each year we estimate that over 500 chassis come through Olathe and are upfitted to support this contract.                                                                                                                                                                                                                                                                                                                                                                                                        | * |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *      | Contact Name * | Phone Number * |   |
|--------------------|----------------|----------------|---|
| State of Florida   | Anita Wimberly | 850.245.9289   | * |
| State of New York  | Seth Johnson   | 518.486.146    | * |
| New York City      | Scott Fields   | 646.252.6066   | * |
| MBTA/CalAct        | Joe Meer       | 760.366.2986   |   |
| State of Minnesota | Karen McIntyre | 651.296.2600   |   |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name         | Entity Type * | State / Province * | Scope of Work *                                                         | Size of Transactions * | Dollar Volume Past Three Years * |   |
|---------------------|---------------|--------------------|-------------------------------------------------------------------------|------------------------|----------------------------------|---|
| State of Florida    | Government    | Florida - FL       | Acquiring chassis and/or vehicles in some cases with additional upfits. | 100+ Units             | \$4.5M                           | * |
| State of New York   | Government    | New York - NY      | Acquiring chassis and/or vehicles in some cases with additional upfits. | 250+ Units             | \$11M                            | * |
| MBTA / CalAct       | Government    | California - CA    | Acquiring chassis and/or vehicles in some cases with additional upfits. | 300+ Units             | \$13M                            | * |
| State of Washington | Government    | Washington - WA    | Acquiring chassis and/or vehicles in some cases with additional upfits. | 200+ Units             | \$9M                             | * |
| State of Minnesota  | Government    | Minnesota - MN     | Acquiring chassis and/or vehicles in some cases with additional upfits. | 100+ Units             | \$4.5M                           | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                  | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 26        | Sales force.                                                                                                                                                                                                                                                                                                                                              | Olathe has a direct and indirect sales force to support all your member needs. Our Direct Sales Force are our dealership employees and partner dealer's employees which reach over 125 employees. In addition we have another 125 direct service support employees at our dealership and partner dealerships. Our indirect sales force would be approximately 400 through our partner suppliers and upfitter partners. We continue to expand both our direct/indirect workforce to best support our future growth and we stand ready to expand wherever needed to ensure we give your members the highest level of service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | + |
| 27        | Dealer network or other distribution methods.                                                                                                                                                                                                                                                                                                             | Olathe's network includes Ford, Chevrolet, Dodge, GMC and Mercedes. All of these manufactures have strong fleet brands with hundreds of service locations across the country to support your members. Olathe works with these service locations on a daily bases to service our customers from coast to coast, whether it be service related work, warranty repairs, recalls, or simply shipping finished products to end members. Your members can have full confidence that Olathe can handle the situation no matter the brand, issue, or servicing location anywhere in the country at any time!                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | + |
| 28        | Service force.                                                                                                                                                                                                                                                                                                                                            | Olathe is a key member of OEM committees focused on service support for the fleet and commercial customer segments. Our brands network has thousands of locations across the country to service your members warranty and service repair needs simply, effectively and quickly.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | + |
| 29        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.                                                                                                                                                                                                     | Our intent is to have all orders handled directly through Olathe. We believe the simplest turnkey solution for your members is for Olathe to support, manage and coordinate all applicable orders which may need additional add-ons by our perspective partners or by the vendors chosen by the member.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | + |
| 30        | Describe in detail the process and procedure of your customer service program, if applicable.<br><br>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | To secure a quote today, members can submit orders through various channels such as phone calls or emails. Our vision is to have an e-procurement platform, which will act as yet another channel for orders to be submitted. Today, Olathe Fleet has over 30 experienced full-time Commercial Account Managers dedicated to assist with their quote request. (Attached is organization chart) Once we have a submitted order, our team will verify that each request has an active Sourcewell membership to ensure non-members will not receive the special Sourcewell pricing. Each quote will provide the member with a full list of standard equipment and options including MSRP and the Sourcewell price. Sourcewell members will have the opportunity to add additional items such as factory options, aftermarket options, and Uplifts before any order is submitted. At this point, we will share our knowledge and use our expertise to ask good questions and provide suggestions to ensure the recipient orders the unit(s) best fit for their application. Once completed our team will send the recipient a final quote. For the final step of the ordering process, Olathe Fleet will send an order confirmation back for the Sourcewell member to confirm all selected options before we submit the order to the manufacturer. Not only does this allow for the line of communication to stay open, this also allows our team one more opportunity to ensure accuracy between both parties. In addition, we will request the final end-user information for billing and titling the chassis. Doing so will allow for a smooth process at the time of delivery. To maintain accountability and transparency, the member will receive a weekly update from Olathe Fleet regarding their order. This update will display the purchase order, factory order number, body type, engine type, color, wheelbase and most importantly the production date of when the unit is scheduled for production. Once the unit has been produced, we will be able to provide an estimated time of arrival and track the shipping status until it has been delivered to its final destination. We also include in the weekly update production timing with order bank open and closing dates along with current scheduling and last day to order. This ensures both the customers and us are on the same page from start to finish. Utilizing our CRM within Salesforce and communication with our Fleet Management team, we can rely on the internal communication within our team stays up to date. We understand that the ordering process can get overwhelming and, together with Sourcewell, our intention will be to make the process efficient and hassle-free for the customer. The importance of customer service is not overlooked, but rather prioritized in our program. Response time commitments are crucial for maintaining customer satisfaction. We commit to responding to inquiries immediately and will set clear expectations for response times. A successful fleet vehicle ordering, and management customer service program requires a combination of efficient processes, clear communication channels, performance incentives, and technology integration to meet and exceed customer expectations while driving continuous improvement in service quality. | + |
| 31        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                                    | Today, Olathe supplies over 30,000 chassis across the US and Canada spanning dozens of industries and thousands of customers. Olathe is fully committing to servicing your members throughout the US and Canada regardless of their purchasing needs, quantities or locations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | + |
| 32        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                               | Olathe services many large customers in Canada in the Ambulance/Fire, School Bus, Shuttle Bus, Mobility Vehicles and Recreational Vehicles Markets. We are excited to offer a full suite of offerings to all of your members in Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | + |
| 33        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                            | We have customers spanning coast to coast in both the US and Canada so we don't see any area's that we won't be able to offer at this time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | + |
| 34        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.<br><br>Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Olathe is committed to service all of Sourcewell's members through our direct and indirect sales force. Our team stands ready to service your members either directly via our call center or via online 24 hours a day, 7 days a week, and 365 days a year. Each Non-Profit would need to be reviewed and a determination would have to be made through the specific OEM to see if the qualify for Government Price Levels.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | + |
| 35        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                                      | The main requirement for Hawaii and Alaska pertain to logistical challenges or additional logistical obligations to transport finished vehicles. In many cases, there must be consideration for Port to Port moves, additional agent fees, driver fees, and shipping cost. Those items would be taken into consideration on a case by case bases and addressed with the member at the time of quote.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | + |

Table 7: Marketing Plan

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | At its core, this contract opportunity is designed to assist government agencies in meeting their fleet vehicle needs. This requires a comprehensive marketing strategy tailored to reach key decision-makers within the public sector. First, we will continue to learn and understand our audience. We will identify the specific government agencies that will benefit from this program such as law enforcement agencies, public utilities, municipal governments, and more. Once we have an audience targeted, we will understand their specific fleet requirements, budget constraints, and procurement processes. Currently, we use social media channels such as LinkedIn and Facebook, because that is where we know our audience spends their time keeping up with the industry and communicating with others in the industry. While maintaining our current strategy, we will conquest new customers by way of tradeshows, word-of-mouth, and social media. If we were to get this contract, we will clearly articulate the benefits of the program to our customers. This would include cost savings, access to specialized vehicles, and streamlined procurement processes. Part of this process will include creating educational content that we will present to all of our current and prospective customers. In order for this to be successful, we understand the importance of communication and transparency. Compliance with regulatory requirements will instill confidence in the program and help build long-term relationships with our clients. By providing our customers with all of the relevant, clear, and precise information, they will be able to see how beneficial this program is to their businesses. Once we have the educational content created, we will share these with the decision-makers using direct mail, email campaigns, social media, and, ideally, in-person meetings – tailoring the information to fit the needs of each entity. We already have a strong foundation of partnerships and alliances; however, we will continue to collaborate with industry associations, government agencies, and other stakeholders to build credibility and expand our reach. All these efforts will be led with the universal goal of getting clients to our website, which attracts 25,000 new visitors each month. Our website is where we will have a wealth of knowledge, an FAQ page, and the finer details of the program. We at Olathe understand the power of the Advertising Dollar and will continue to fund efforts to reach new clientele. |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | By integrating technology and digital data utilization into the marketing strategy, organizations can gain valuable insights, optimize campaign performance, and effectively engage with public sector agencies to promote the contract with Sourcewell. We currently find that our audience is most receptive in the world of LinkedIn. However, we will continue to monitor all social media platforms to understand conversations and trends related to fleet management and government procurement. This can provide valuable insights into the pain points and preferences of target agencies which, in turn, will help us tailor messaging and outreach efforts accordingly. On top of that, we currently use targeted online advertising. We have used platforms like Google Ads and social media advertising to target decision-makers within government agencies. By segmenting the audience based on job titles, organizational roles, and interests relevant to fleet management, we are able to precisely target our audience at higher conversion rates. As we know, Electric Vehicles is a current hot topic. Knowing that our clientele is staying in the know about the EV products, we are putting our name in front of them each time they use a search engine. This leads to associating Olathe with their fleet and chassis needs. Once we have these digital campaigns rolled out, we use data and metadata analytics to measure the performance of the content marketing efforts. We currently and will continue to analyze metrics like engagement rates, click-through rates, and conversion to identify high-performing content and optimize future campaigns. Leveraging our metadata analysis tools to extract valuable insights helps us identify patterns, trends, and key themes related to our services. Email marketing plays an important role in the advertising efforts. We have implemented email marketing automation platforms to streamline outreach campaigns and to nurture leads. Together with the knowledge we gain of our prospective customers, we will put together curated, personalized emails that lean into the different sectors we serve.                                                                                                                                                                                                                                                                                                                                                                                                  |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?<br><br>How will you integrate a Sourcewell-awarded contract into your sales process?                         | The recognizable Sourcewell brand holds a lot of weight and trust in the industry. Having the Sourcewell name in our arsenal of tools will help in our efforts to prove our honesty, loyalty, and legitimacy to our prospective and current customers. Collaborating with a trusted brand serves as a form of validation and endorsement for our business. In the government sector of this industry, Sourcewell is synonymous with the elimination of the need to bid. Creating an avenue of ease and convenience for our customers holds an exponential amount of value. It is well-known that Sourcewell's documentation review is in-depth and detailed further proving that their acceptance goes a long way. Sourcewell has done such a great job making the process of procuring vehicles efficient, flexible, and user-friendly. Sourcewell's role in promoting contracts would be to continue to meet the standards they have set throughout the years and throughout the industry.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 39        | Are your products or services available through an e-procurement ordering process?<br><br>If so, describe your e-procurement system and how governmental and educational customers have used it.     | As of today, we do not have a formal e-procurement ordering process. If awarded the Sourcewell contract, our vision is to develop an extensive online platform for all five of our OEMs, EV upfitters, commercial truck builders, ambulance providers, bus manufacturers, and other key partners to be available for our customers every minute of every day of every year. From requisition to payment, we want to streamline the procurement process and we know a contract with Sourcewell is a step in the right direction. The vision we have for our e-procurement system is to have a secure, password-protected portal for each user, ensuring that only authorized personnel can access the platform. From there, the user would be served a catalog of approved products and services available for purchase. Ideally, authorized users will be able to create purchase requisitions within the portal, specifying details like quantity, specifications, and budgets. Once a customer has input their custom build, they will then have the option to finalize the transaction by submitting a purchase order. This would give the customer the autonomy of building, spec'ing, and purchasing without talking to a sales person, however it also allows a communication line to be open at all times between the member and our team should there be any issues or questions. The goal we have in mind for our future e-procurement system is to provide transparency and compliance, enhance vendor relationships, and achieve cost savings. By leveraging this technology, these customers can achieve greater efficiency and effectiveness.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

**Table 8: Value-Added Attributes**

| Line Item | Question                                                                                                                                                                                                                                                                                | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.<br><br>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                             | Olathe through its partnerships with Ford, Chevrolet, GMC, Dodge and Mercedes will extend all training and service related programs. These OEM's offer a variety of training both online and in person. Any programs which have a cost, Olathe will be transparent and pass those cost through with no additional charge to your members.                                                                                                                                                                                                                                                                                                                              | + |
| 41        | Describe any technological advances that your proposed products or services offer.                                                                                                                                                                                                      | Each of our OEM partners are making significant improvements in technology in all of their models. By partnering with Olathe your members are going to continue to have the most up to date technology in their chassis purchases. Some of the most significant improvements are around safety, such as the 360 degree camera systems or fleet telematics allowing members to better manage their fleets' service needs, preventative maintenance and overall cost of ownership.                                                                                                                                                                                       | + |
| 42        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                                                     | Olathe stays on the forefront of Green initiatives with all of our OEM partners. Today, we are offering fully electric products such as F150 Lighting, Mach E, E-Transit, and a fully electric E-450 and G4500 through our partner Optimal EV. We have EV Chevrolet Silverado, Blazers, and Equinox's as well. Though Mercedes we have the E-Sprinter and later this year we will have an EV Dodge Promaster. There are even more EV's currently in the design process that Olathe will bring to market with our OEM partners through the term of this engagement.                                                                                                     | + |
| 43        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Through our many OEM Partners and Optimal EV Sourcewell members can take full advantage of vehicles with the highest levels of ratings and certifications such as CARB. (California Air Resource Board) In additional, many of our Partners are continuing to work on new products, offerings and processes to continuously improve energy conservation and efficiency. At the dealership level we continue to invest in many sustainability initiatives such as solar panels, recycling programs, and electric vehicle charging stations. Olathe consistency reviews and audits our carbon footprint and looks at any and all opportunities to continue to reduce it. | + |
| 44        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | In 2021, Olathe Ford requested with Ford Motor Company to be recognized as a Minority Dealer. We were accepted and became a part of Ford's Minority Dealer Network on November 19, 2021. Olathe has attached a copy of its letter confirmation from Ford Motor Company. (Minority Dealer Network Acceptance Letter)                                                                                                                                                                                                                                                                                                                                                    | + |
| 45        | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?                                                    | Our team is none like any other in the Chassis industry. We come with a full service of offerings across 5 OEM's. Our management team has over 150 years of service combined, supporting our fleet customers. We started with a 1 person operation and through hard work, experience and incredible customer service we've grown it into the largest chassis supplier in the US with a keen focus on supporting the government sector.                                                                                                                                                                                                                                 | + |

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                                                                                                                                                                                     | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |   |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 46        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                                     | Yes, each of our Manufactures offer warranties. We've attached each of our OEM warranties for reference. Additionally, each add on partners also offers different warranties on their modifications. Those warranties are specific to each spec, request, modification and usage case. We'll work with each member to ensure they receive the best warranties in the market for their specific needs.                                                                                                                                                                                                                                                                                                                 | + |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                            | Many manufactures have different usage restrictions based on a number of factors. This includes the improper usage of a chassis which could void the warranty. One example: Certain chassis come with prep packages from the OEM, School Bus Prep, Shuttle Bus Prep, Ambulance Prep, Gaseous Prep to name a few. If a School Bus Prep Chassis was used to build an Ambulance the OEM would most likely void many of the warranties items because of the misuse of the chassis. Olathe will help answer any questions and be a resource in order to help members through these restrictions. We also recommend that each member understand these restrictions prior to the chassis going into its specific usage case. | + |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                                    | Yes, in many cases the expense of the technician, travel time, mileage, or towing cost will be covered by the warranty. Most OEM recommend the members Vehicle be taken to the nearest supporting dealership or service shop.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | + |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?<br><br>How will Sourcewell participating entities in these regions be provided service for warranty repair? | We have the largest network in the US and are confident regardless of the geographical area we'll be able to help meet your member's needs. Having said that, each OEM geographical coverage is slightly different so we encourage members to reach out to our team and discuss their specific geographic location and usage for the chassis so we can help them make the best OEM decision.                                                                                                                                                                                                                                                                                                                          | + |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                             | All warranties are different across our OEM partners and Body Modifier. Depending on the claim we pass those situations directly to the OEM or Body Modifier. If the clams are approved in many cases Olathe can help with the repairs and solutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | + |
| 51        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                            | Once an order is placed with an OEM there is a point where the factory has the order scheduled. Each OEM is slightly different with what this point is, however at this time there is a no-cancellation policy. Thus Olathe will be unable to cancel or return any units. In the event, a member orders a unit and wants to cancel it prior to the OEM confirming it and Olathe can cancel it without penalty we would allow a member to cancel.                                                                                                                                                                                                                                                                      | + |
| 52        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                               | Olathe offers many different service contracts across all of our OEMs. Some of these offers are OEM direct/specific and others are through third party providers. Olathe will work with each member directly based on their specific vehicle type, usage case, and service desires and provide them with the best solutions in the market. We will offer discounts much like our chassis offerings on these products as well.                                                                                                                                                                                                                                                                                         | + |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 53        | Describe your payment terms and accepted payment methods.                                                                                                                                                                                                                | Olathe's payment terms are Net 30 with acceptable payment methods being ACH, Wire, or a Check                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.                                                                                                                                                                     | Olathe has a broad offering of leasing and financing options. We have short-term and long-term financing options through Ford Motor Credit as well as additional 3rd party partners. We also offer a variety of leasing options, both in house leasing options as well as through 3rd party partners. We have full service lease options as well. We are confident Olathe can offer the best in market leasing solutions to your customers no matter their need or situation.       | * |
| 55        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Olathe orders and processes over 30,000 units per year through our 5 OEM partners. We have a well organize, transparent, and efficient method for these orders. Since the Sourcewell contract would be new to Olathe we envision developing and modifying the current documents to specifically serve your members. The main milestones in the process would be the overall quote, member specific specs, price, order confirmation, production and delivery schedule and timeline. | * |
| 56        | Do you accept the P-card procurement and payment process?<br><br>If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                        | Yes, we accept up to \$2,500 per vehicle, upfit or service. If a member would like to put more than \$2,500 on a P-Card we will accept that form of payment however a transaction fee will be added to the total cost. This fee will be a direct pass through to the member.                                                                                                                                                                                                        | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 57        | Describe your pricing model (e.g., line-item discounts or product-category discounts).<br><br>Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | Olathe is offering discounts off of MSRP for all 5 of our OEM partners and for any model within those partners that meet the specifications of this contract. This applies to any future products that OEMs could bring to market during the term of this agreement. Additionally, Olathe is allowing all upfits to be added to any chassis through either Olathe's partners or through the member's partner of choice.                                                                                                                                                                                                   | * |
| 58        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                       | Olathe's pricing discount range by OEM Manufacturer.<br><br>Ford Motor Company – from 3.47% - 17.67%<br>Stellantis – from 4.96% - 15.55%<br>General Motors (Chevrolet / GMC) – 5.25% - 19.87%<br>Mercedes – from 4.44% - 12.38%<br><br>Other pricing details are outlined in our pricing attachment.                                                                                                                                                                                                                                                                                                                      | * |
| 59        | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                         | We encourage any member ordering 20 chassis or more at a time to reach out to Olathe directly so we can review additional discounts and supply the member with an exact quote.                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 60        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                                 | Any open market items that need to be sourced will be source with a mark-up at or below 10% depending on the item and current open market conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |
| 61        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.<br><br>This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Olathe is well versed and experienced in this industry segment, therefore we've considered all cost and taken all cost into account with our proposal. If a member has a unique or unforeseen request for their particular situation Olathe will work to offer them the very best solution at the lowest market price. In the event, a member has a Chassis upfitted and therefore needs special consideration those cost would be included in the cost of the upfit at the time the request is made. Olathe will provide those details to the member during the quoting process so they are able to review and evaluate. | * |
| 62        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                             | All OEM manufactures charges a "delivery and destination fee" these charges are displayed on every window sticker regardless of the model. This does not include any Chassis that are being moved to an upfitter and/or then delivered to the end member. At the time of quoting the upfitted unit Olathe will outline and include all additional delivery charges for those instances.                                                                                                                                                                                                                                   | * |
| 63        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                                                                                                                                                                                                                                                                                                                              | These area's or regions carry some of the most difficult and time consuming freight movements. In many cases there are numerous additional cost such as port entry, agent fees, driver cost, ferries, and other logistical specialties. In any of these instances Olathe will work to provide the lowest cost to your members based on their specific needs as well as provide all of those cost upfront during the quote process for your member to review.                                                                                                                                                              | * |
| 64        | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                                                                                                                                                                                                                                                                                                                                        | Due to Olathe's size and scope we have key partnerships with many freight and automotive carriers which we constantly review in order to ensure we are receiving at or below market rates which we will pass along to your members. In addition, some of our partners including but not limited to AFI have an OEM ship through which allows Olathe to upfit certain vehicles and then put them back into the OEMs transportation platform and have them delivered to the member at no additional cost.                                                                                                                   | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                                                                                    | Comments                                                                                                                                                                                      |
|-----------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 65        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Due to the size and scope of Sourcewell Olathe believes that offering your members the best overall pricing and value makes sense and creates value for Sourcewell, your members, and Olathe. |



**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 66        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.<br><br>This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.<br><br>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Currently we have numerous internal audit processes to ensure we are compliant with all of our customers across our 5 OEMs, multiple industries and 30,000 plus chassis. In addition, our vision for the Sourcewell contract would be expand on our current processes while implementing a customer inquiry, chassis building, quoting, and ordering tool via portal or online tool. We believe that this transparency will help drive adoption of the contract while also creating a great customer experience for your members. Once all of this data is collected then mining it for trends, successes and failure will ensure we continue to improve the service to your members.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 67        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.                                                                                                                                                                                                                                                                                                                                                                                  | Several internal metrics can be tracked and recorded to ensure our efforts with Sourcewell are proving to be successful. First, we'll track the overall volume of calls, emails, and general inquiries to ensure we are gaining notoriety for our new award. From there, we'll begin to measure the number of quotes and opportunities that Olathe provides and the corresponding conversion of those quotes into OEM orders. In addition, we will track the overall order processing time. Measuring the time it takes from receiving a vehicle acquisition request to processing the order and confirming it in the system will ensure we are using our time and our clients' time efficiently. On top of that, we will track the accuracy of our inventory data on a regular basis to confirm that the system reflects actual availability and status of vehicles, minimizing errors in procurement and allocation. Fulfillment rate will be monitored to verify that our system effectively matches demand with available inventory and processes are streamlined. Most importantly, we will actively engage with and track user satisfaction with the program and our services. | * |
| 68        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.<br><br>(See the RFP and template Contract for additional details.)                                                                                                          | We believe in a simple and transparent administrative fee that allows the contract to grow in volume and member adoption. Olathe agrees to pay Sourcewell \$500 per unit. This includes all brands and all models that fall under this contract terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

| Line Item | Category Selection *                                                |   |
|-----------|---------------------------------------------------------------------|---|
| 69        | Category 1: All engines, fuel, and propulsion type chassis and cabs | * |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question                                                                                                                                         | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                                  | Olathe is offering 5 OEMs with numerous models in the class 3-7 range. This includes Trucks, Vans, Cutaway, Cab Chassis in addition to hundreds of potential upfit add-ons. We can offer anything from a commercial truck application, School transportation, Ambulance and Fire, crane trucks, truck bodies, shelving etc. Additionally, we have countless ways to help support your members from special financing, customizable warranties, fleet management, and prepaid service plans. Olathe believes we truly are the one stop shop for all your members needs regardless of location or specific use case. | * |
| 71        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.         | We are confident we can meet any of your members needs through our overall suite of offerings. We aren't considering any of our offerings subcategories. We want your member to know that regardless of the offerings they choose Olathe is committed to serving their needs with the highest level of customer service and customer experience. Through the term of the contract we may find additional needs for your members that we haven't determined yet and subcategories could organically occur.                                                                                                          |   |
| 72        | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety. | Olathe is partnering with the leading OEM's in our industry. Ford, Chevrolet, GMC, Dodge/Ram, and Mercedes continue to improve their products year over year. I think a few key areas where OEMs are doing the most development are around fuel economy, driver safety, and durability or increase GVWR. When partnering with Olathe your members will continue to see improved products as each OEM brings to market these chassis.                                                                                                                                                                               |   |
| 73        | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.                                          | Olathe offers both OEM telematics as well as third party telematics. Olathe even offers a solution where we will manage your fleet for you. This includes repairs, preventive maintenance, fuel savings and other Fleet KPIs. Additionally, Olathe continues to work with our OEM partners on mobile service for our customers. We know that each of our chassis is put to work serving a mission critical need and downtime is unacceptable. Mobile service in many cases can increase uptime for fleets helping improve the ROI for their vehicle expenses.                                                      |   |

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type                                                                             | Offered *                                                        | Chassis Type (ICE and/or BEV)               | Comments                                                                                                                                                                                                                                                                                               |   |
|-----------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 74        | Class 4 chassis                                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Both Chassis Types (ICE and BEV)            | Through our 5 OEMs for ICE, Optimal EV for BEV                                                                                                                                                                                                                                                         | + |
| 75        | Class 5 chassis                                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Internal Combustion Engine fuel types (ICE) | Through our 5 OEM Partners.                                                                                                                                                                                                                                                                            | + |
| 76        | Class 6 chassis                                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Internal Combustion Engine fuel types (ICE) | Through our 5 OEM Partners                                                                                                                                                                                                                                                                             | + |
| 77        | Class 7 chassis                                                                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Internal Combustion Engine fuel types (ICE) | Through our 5 OEM Partners                                                                                                                                                                                                                                                                             | + |
| 78        | Class 8 chassis                                                                              | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Internal Combustion Engine fuel types (ICE) | Not at this time.                                                                                                                                                                                                                                                                                      | + |
| 79        | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Both Chassis Types (ICE and BEV)            | Through our 5 OEM partners for Chassis. We will also be offering various add-ons through our Upfitter Partners ranging from bed configurations, bin/shelving configurations, accessories, boxes, work truck beds. These upfits can be added through Olathe's Partner or the members partner of choice. |   |

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type                                                                             | Offered *                                                        | Comments                                                                                |   |
|-----------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---|
| 80        | Battery Electric Vehicle (BEV)<br>Class 4 Chassis                                            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | We have fully electrified E450 and G4500 chassis through our dealer partner Optimal EV. | + |
| 81        | Battery Electric Vehicle (BEV)<br>Class 5 Chassis                                            | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Not at this time.                                                                       | + |
| 82        | Battery Electric Vehicle (BEV)<br>Class 6 Chassis                                            | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Not at this time.                                                                       | + |
| 83        | Battery Electric Vehicle (BEV)<br>Class 7 Chassis                                            | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Not at this time.                                                                       | + |
| 84        | Battery Electric Vehicle (BEV)<br>Class 8 Chassis                                            | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Not at this time.                                                                       | + |
| 85        | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Not at this time.                                                                       |   |

Table 17: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 86. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

| Do you have exceptions or modifications to propose? | Acknowledgement *                                                |
|-----------------------------------------------------|------------------------------------------------------------------|
|                                                     | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  - Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  - If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing Attachment.docx - Thursday March 28, 2024 10:53:45
  - [Financial Strength and Stability](#) - Financial Strength Documents.pdf - Wednesday March 27, 2024 15:33:18
  - Marketing Plan/Samples (optional)
  - [WMBE/MBE/SBE or Related Certificates](#) - Minority Dealer Verification Letter - Olathe Ford.pdf - Wednesday March 27, 2024 15:28:03
  - [Warranty Information](#) - Warranty Docs.zip - Wednesday March 27, 2024 19:05:18
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - Upload Additional Document (optional)



**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Josh Allison, Vice President, Sales, Olathe Ford Sales, INC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name                                                                          | I have reviewed the below addendum and attachments (if applicable) | Pages |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824<br>Thu March 21 2024 08:45 AM    | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824<br>Wed March 20 2024 12:36 PM    | <input checked="" type="checkbox"/>                                | 3     |
| Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824<br>Mon March 18 2024 12:01 PM    | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824<br>Wed March 6 2024 09:38 AM     | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824<br>Wed February 21 2024 04:08 PM | <input checked="" type="checkbox"/>                                | 2     |
| Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824<br>Wed February 14 2024 04:12 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824<br>Thu February 8 2024 04:24 PM  | <input checked="" type="checkbox"/>                                | 1     |



## PRICING SUMMARY PAGE

SOURCEWELL RFP #032824

Olathe Fleet is excited to offer significant discounts over 5 OEM manufactures for any model that qualifies under this RFP. We've outlined those discounts below by OEM Manufacture.

Olathe Fleet pricing discounts range by OEM Manufacturer.

**Ford Motor Company** – from 3.47% - 17.67%

**Stellantis** – from 4.96% - 15.55%

**General Motors** (Chevrolet / GMC) – 5.25% - 19.87%

**Mercedes** – from 4.44% - 12.38%

Other pricing details outlined in our pricing attachment.

- \* MSRP is updated annually
- \* MSRP is controlled and updated by the manufacture from time to time, a percentage of MSRP is utilized to show pricing discounts
- \* All models offered can be unfitted by our Partner Upfitters or a Member's Upfitter of choice.

### Pricing is obtained using two methods

1. Email or Online ordering process using Olatheford.com
2. Members can call Olathe Fleet at 913-782-0881

### Factory Options

All factory options can be added at the same OEM Manufacturer discount rate.

### Subsequently Optional Equipment

Additional Keys, Service Manuals, or any additional equipment requested are based on current OEM Manufacturer pricing.

### Extended Warranty

Olathe has numerous Warranty Coverage which Members can customize based on their specific needs, applications and budget. Olathe will work with each member to provide the highest level of coverage at or below market value. The exact pricing will be determined during the quoting process and provided to each member for review. Additionally, each OEM Manufacture pricing could vary.

### Upfit and Accessories

Any upfit can be added to a bare chassis either through Olathe's upfit partners or through the upfitter of the member's choice. Pricing will be established based on the member's specific needs and the upfitter chosen. The markup for upfits will be at 10% or below.

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1845 E SANTA FE • OLATHE KS 66062 • 913.781.0881

CARS TRUCKS VANS RECREATIONAL VEHICLES

**Payment Discount Option on Class 6, 7 and 8 chassis**

All discounts will be added at the time of quoting. If a member is ordering 25 or more units and would like to review an early payment discount option Olathe will review and evaluate the best solution for the member with the greatest amount of savings.

**Factory Destination Charge**

The destination and deliver charges are the cost the OEM Manufacturer set up to have the unit delivered to dealer or drop ship locations only. These charges are outlined on each window sticker. Please note these changes can change year over year at the discretion of each OEM. If a unit has an upfit added there will be an additional charge for moving the completed unit from the upfitter to its final destination. The cost of the additional logistical movement will be dependent on the size and weight of the unit, the distance of the move and the geographical area or region of the move. Additional shipping charges will be passed onto the member at cost.

**Credit Card Payment**

Accepted at a MAXIMUM per vehicle of \$2,500

All Credit Card Payments over \$2,500 are subject to additional fees which will be passed on.

**Not Included in Pricing**

Charges not included at the local dealer level can be standard storage or dropship charges, wash, prep and detail charges and flooring charges if applicable. These charges vary by location, quantity of units, and OEM Partners. All charges will be identified and outlined during the quoting process and delineated clearly for the members review and approval.

**New Manufacturer / Models**

As Manufactures and new models become available, Olathe Fleet will work with Sourcewell to add to the contract to continue to offer the largest suite of solutions possible for its members.

**Out of Stock Fee**

Dealers may charge an out of stock fee for units that need to be taking out of existing inventory. This fee will vary by OEM, Model, applicable upfit, etc. and will be based on current market pricing at the time of the request/quote.



**ITEM # 13**

**CITY OF MONTEBELLO  
SPECIAL CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** David Sosnowski, Director of Recreation and Community Services

**SUBJECT: APPROVE LEASE AGREEMENT NO. 4258 WITH LOS ANGELES COUNTY FOR USE OF THE HOLIFIELD PARK LIBRARY**

**DATE:** December 5, 2024

---

**RECOMMENDATION(S):**

**It is recommended that the City Council:**

1. Approve Lease Agreement No 4258 with Los Angeles County for a five-year term for use of the Holifield Park Library; and
2. Authorize the City Manager to negotiate final terms and execute the Agreement on behalf of the City; and
3. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

Staff is recommending approval of a Lease Agreement with Los Angeles County for use of a portion of the Holifield Park Community Center for public library services for a five-year term. The lease will be provided to LA County on a gratis basis, so long as there is compliance with all terms and conditions of the Agreement. In this new agreement, LA County will be responsible for landscaping, janitorial, and pest control costs which will offset costs currently being incurred by City staff and contracted services for these tasks. The City will continue to be responsible for maintenance of mechanical and building structural items including HVAC, electrical, network cable, and plumbing repairs among other standard items. The agreement will be managed by the Recreation and Community Services Department.

**BACKGROUND/DISCUSSION:**

## **SPECIAL CITY COUNCIL AGENDA REPORT - MEETING OF DECEMBER 5, 2024**

Page 2 of 2

Since 1969, LA County has leased and utilized space at the Holifield Park Community Center as the Holifield Park Library. The Holifield Park Library is a 5,500 square foot library located at 1060 S Greenwood Ave. The property where the Holifield Park Library is located is owned by the City of Montebello and the City currently leases the space to LA County in order to utilize the property for library purposes. LA County manages and operates the library which is available for use by the public. The current lease term will be expiring and the City wishes to continue its partnership. The new lease term will be for a five-year term and allows for the public to continue to have access to the library and its amenities and services.

Under the terms of the new agreement, the property can be used for library purposes only. The Agreement outlines in clear detail the maintenance obligations of each party. The City will be responsible for providing maintenance and replacement as needed to structural and mechanical elements of the building and common areas. This includes the exterior and interior of the building, HVAC, electrical elements, network cables, floors, doors, signage, and light fixtures. In this new agreement, LA County agrees not to make any structural alterations to the premises and is responsible for the cost of landscaping, janitorial services, and pest control services.

In previous lease agreements, the City was responsible for these costs and LA County would make a monthly payment to the City. In lieu of a monthly payment, LA County will now be responsible for providing these services at their own expense and scheduling.

### **ENVIRONMENTAL IMPACT:**

N/A

### **ANALYSIS:**

N/A

### **SUMMARY:**

The City Council will consider approval of Lease Agreement No. 4258 with Los Angeles County for a five-year term for use of the Holifield Park Community Center for library services and authorize the City Manager to negotiate final terms and execute the Agreement on behalf of the City.

### **ATTACHMENT(S)**

1. Agr. 4258 LA County Public Library Lease

### **NEXT STEPS:**

N/A

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant**

**CITY OF MONTEBELLO - Landlord**

**1060 SOUTH GREENWOOD AVENUE**

**MONTEBELLO, CALIFORNIA 90640**

## LEASE AGREEMENT

This LEASE AGREEMENT ("Lease"), dated as of December 5, 2024 ("Effective Date"), is entered into by and between the CITY OF MONTEBELLO, a municipal corporation ("Landlord" or "City"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" of "County"), who agree as follows:

### RECITALS

- A. WHEREAS, Landlord is the owner of certain real property located in the City of Montebello, County of Los Angeles, State of California, consisting of approximately 5,500 square feet of land and commonly known as 1060 South Greenwood Avenue, Montebello ("Property").
- B. WHEREAS, Landlord wishes to lease the Property which consists of a one-story building of approximately 5,500 square feet of floor area and 28 non-exclusive onsite parking spaces ("Premises"), to Tenant. A depiction of the Premises is set forth in attached Exhibit "A" and Exhibit "B".
- C. WHEREAS, Tenant operates a county library and wishes to lease the Premises from Landlord for use as a library, storage, and related uses.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

### AGREEMENT

1. Use of Premises. Tenant shall operate the building and appurtenances thereto as a library facility and for other governmental purposes incidental thereto and will integrate this facility into the over-all County library system that services to the residents of the City of Montebello and/or the County of Los Angeles. Use as a library facility includes uses such as storage and lending of books, media, and other resources, office use in furtherance of such purposes, and library programs and events (collectively the "Permitted Use"). Tenant shall not use the Premises for any business or purpose, other than the Permitted Use, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.
2. Term and Termination.
  - a. Term. The term of this Lease commences ("Commencement Date") on Effective Date of this Lease and continues for a period of sixty (60) months, unless earlier terminated, and ending sixty (60) months thereafter. Tenant shall have one (1) option to renew this Lease for up to eighteen months (18) but shall have no right to extend the term beyond June 30, 2031.
  - b. Exercise of Option. Tenant must exercise its option to extend this Lease, if it elects to do so, by giving Landlord written notice of its intent to do so by Chief Executive Office letter no later than one hundred twenty (120) days prior to the end of the initial Term. The actual exercise of the option shall be only by the Board of Supervisors of the County of Los Angeles.



- c. Early Termination. Either party will have the right to terminate the Lease for any reason at any time following the Commencement Date of the Lease. Such right may be exercised upon giving the other party no less than nine (9) months' written notice.
- 3. Base Rent. Consideration for this Agreement is Tenant's compliance with the terms and conditions contained herein and shall be on a gratis basis.
- 4. Utilities. Landlord will pay for all utility services used in connection with the Leased Premises, including, but not limited to, water, sewer, trash collection services, telephone, electric, and gas, as may be required in the operation and use of the Premises.
- 5. Maintenance and Janitorial Services.
  - a. Tenant Maintenance. Tenant agrees to keep in good repair and maintain at its own expense the Premises (except that portion to be maintained by Landlord), including the furnishing of all janitorial and custodial services, public restrooms, pest control, and maintain the grounds surrounding the library building.
  - b. Landlord Maintenance.
    - (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
      - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
      - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
      - iii. the Common Areas, including flagpole, driveways necessary for access to the Premises, parking areas and all means of access and egress for the Premises (except public restrooms maintained by Tenant)
      - iv. exterior windows of the Building; and
    - (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
      - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
      - ii. interior partitions;
      - iii. doors, door frames and hardware;

- iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
- v. signage, including the exterior Library sign
- vi. emergency exit signage and battery replacement;
- vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
- viii. Light fixtures, bulbs, tubes and ballasts.

6. Alterations and Additions.

a. Landlord Consent.

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (i) complies with all Applicable Laws; and
- (ii) will not materially affect the systems or structure of the Building.

Notwithstanding the foregoing or any language to the contrary, Tenant is granted the right by Landlord to renovate and refurbish the Library at any time and Tenant shall construct Alterations in the Premises in accordance with the terms of the Lease and mutually approved plans per County specification. Tenant and Tenant's contractors shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq., if applicable.

b. End of Term.

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

7. Compliance with Laws. Tenant agrees that Tenant and Tenant's use of the leased areas described above will at all times be in strict compliance with all federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued ("Applicable Laws"). Applicable Laws shall also include government measures regulating or enforcing public access, occupational, health, or safety standards for employers, employees, landlords, or tenants. Tenant shall, at Tenant's expense, comply promptly with all Applicable Laws in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all Applicable Laws in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the

Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

8. CASp Inspection:

- a. In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:

[Check the appropriate box]

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- b. Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this section.

9. Insurance.

I. General Insurance Provisions - Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

A. Evidence of Coverage and Notice to Tenant

- Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming Tenant and its Agents (defined below) has been given Insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant required endorsement forms.
- Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attn: Senior Manager

Landlord also shall promptly notify Tenant of any third-party claim or suit filed against Landlord which arises from or relates to this Lease and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

B. Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Tenant and its Agents), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

D. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

E. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

F. Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

G. Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

I. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

J. Application of Excess Liability Coverage

Landlord may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

K. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

L. Tenant Review and Approval of Insurance Requirements

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

## II. Insurance Coverage Types and Limits

- A. Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below. Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

(1) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

|                                          |              |
|------------------------------------------|--------------|
| General Aggregate:                       | \$ 2 million |
| Products/Completed Operations Aggregate: | \$ 1 million |
| Personal and Advertising Injury:         | \$ 1 million |
| Each Occurrence:                         | \$ 1 million |

- B. Landlord Requirements: Landlord, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

(1) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and its Agents as an additional insured, with limits of not less than:

|                                          |               |
|------------------------------------------|---------------|
| General Aggregate:                       | \$ 10 million |
| Products/Completed Operations Aggregate: | \$ 10 million |
| Personal and Advertising Injury:         | \$ 5 million  |
| Each Occurrence:                         | \$ 5 million  |

(2) Commercial Property Insurance. Such insurance shall:

- Provide coverage for Tenant's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Tenant and Landlord as their interests may appear.

### III. Waiver

- A. Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

### 10. Indemnification.

- a. The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.
- b. The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises, or Tenant's participation in any activity carried out or sponsored by Tenant pursuant to this Lease.

11. Taxes. Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

12. Holdover. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee, and subject to all of the terms, covenants and conditions of this Lease.

13. Sublease or Assignment. Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

### 14. Default.

- I. The occurrence of any one or more of the following shall constitute a default by Tenant:

- a. Tenant Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):



- (i) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

b. Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

c. No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

II. The occurrence of any one or more of the following shall constitute a default by Landlord:

a. Landlord Default

Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under this Lease); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (ii) to pursue the remedy of specific performance;

- (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (iv) to terminate this Lease.

b. Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this section be construed to obligate Tenant to undertake any such work.

15. Landlord Entry. Tenant shall permit Landlord and its agents to enter the Premises during Tenant's regular hours of operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

16. Surrender of Premises. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

17. Notices. Except as otherwise provided, all notices required or permitted to be given under this Lease must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Premises address.

Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service.

The notice addresses of the parties are as follows:

If to Landlord:

City of Montebello  
Recreation and Community Services  
1700 West Victoria Avenue  
Montebello, CA 90640  
Attention: David Sosnowski Director

If to Tenant:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attn: Senior Manager

Copy to:

LA County Library  
7400 E. Imperial Hwy  
Downey, CA 90242  
Attn: Administrative Deputy, Library

18. Quiet Enjoyment. So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

19. General.

- a. Headings. Titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- b. Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.
- c. Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within ten days after the execution of this Lease, an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease, as set forth in a separate written agreement between Landlord and Landlord's broker, a copy of which has been delivered by Landlord to Tenant prior to the execution of this Lease.
- d. Entire Agreement. This Lease is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

- e. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.
- f. Governing Law and Venue. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.
- g. Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.
- h. Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.
- i. Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.
- j. Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit "C" attached hereto.
- l. Counterparts; Electronic Signatures. This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has

been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

20. Authority. Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

21. Acknowledgement By Landlord.

Landlord acknowledges that it is aware of the following provisions:

- a. Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.
- b. Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this section, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

c. Landlord Assignment.

- (i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this section are met.
- (ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this section shall be void.
- (iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage-backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

- (v) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
  - (vi) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this section.
  - (vii) The provisions of this section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.
- d. Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the

walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

[Signatures to Follow]



IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

CITY OF MONTEBELLO,  
a municipal corporation

By: \_\_\_\_\_  
Raul Alvarez, City Manager

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Senior Deputy



EXHIBIT B  
(Legal Description Property)

LEGAL DESCRIPTION OF PREMISES

Approximately 5,500 gross square feet of floor space in an existing building located at 1060 South Greenwood Avenue, Montebello, on real property described as follows:

The northeasterly 171.245 feet of the southwesterly 201.245 feet of the southeasterly 211.90 feet of the northwesterly 231.90 feet of Lot 64 of the El Carmel Tract, in the City of Montebello, County of Los Angeles, State of California, as per map recorded in Book 7, Pages 134 and 135 of Maps, in the office of the County Recorder of said county.

Excepting that portion of said Lot 64, described as follows:

Beginning at the most westerly corner of said Lot 64; thence South 63°38'00" East 20.00 feet along the southwesterly line of said Lot 64; thence North 26°22'00" East 30.00 feet along a line parallel with and distant 20 feet southeasterly, measured at right angles, from the northwesterly line of said Lot 64 to the true point of beginning; thence South 63°38'00" East 24.00 feet, thence in a direct line northerly to a point in said parallel line distant North 26°22'00" East, 24.00 feet, from the true point of beginning; thence South 26°22'00" West 24.00 feet to the true point of beginning.

# EXHIBIT C

## COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. (Categories listed below are based on those described in 49 CFR Section 23.5)

### I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)

| 1. Firm Name: _____                                                         |                                         |       | 3. Contact Person/Telephone Number: _____       |       |           |       |
|-----------------------------------------------------------------------------|-----------------------------------------|-------|-------------------------------------------------|-------|-----------|-------|
| 2. Address: _____                                                           |                                         |       |                                                 |       |           |       |
|                                                                             |                                         |       |                                                 |       |           |       |
|                                                                             |                                         |       | 4. Total number of employees in the firm: _____ |       |           |       |
| 5. Provide the number of all minority employees and women in each category. | Owners, Partners and Associate Partners |       | Managers                                        |       | Staff     |       |
|                                                                             | All O,P & AP                            | Women | All Managers                                    | Women | All Staff | Women |
| Black/African American                                                      |                                         |       |                                                 |       |           |       |
| Hispanic/Latin American                                                     |                                         |       |                                                 |       |           |       |
| Asian American                                                              |                                         |       |                                                 |       |           |       |
| Portuguese American                                                         |                                         |       |                                                 |       |           |       |
| American Indian/Alaskan Native                                              |                                         |       |                                                 |       |           |       |
| All Others                                                                  |                                         |       |                                                 |       |           |       |

### II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) \_\_\_\_\_

2. Total Number of Ownership/Partners, Etc.: \_\_\_\_\_

### III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

| 3. Provide the percentage of ownership in each category. | All Employees | Women |
|----------------------------------------------------------|---------------|-------|
| Black/African American                                   |               |       |
| Hispanic/Latin American                                  |               |       |
| Asian American                                           |               |       |
| Portuguese American                                      |               |       |
| American Indian/Alaskan Native                           |               |       |
| All Others                                               |               |       |

Is your firm currently certified as a minority owned business firm by the:

State of California? ☐ Yes ☐ No

City of Los Angeles? ☐ Yes ☐ No

Federal Government? ☐ Yes ☐ No

### Section D. OPTION TO PROVIDE REQUESTED INFORMATION

☐ We do not wish to provide the information required in this form.

Firm Name: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

Date: \_\_\_\_