

CITY OF HUNTINGTON PARK

City Council

Regular Meeting

Agenda

Tuesday, May 4, 2021

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Graciela Ortiz
Mayor

Eduardo “Eddie” Martinez
Vice Mayor

Karina Macias
Council Member

Marilyn Sanabria
Council Member

Manuel “Manny” Avila
Council Member



All agenda items and reports are available for review in the City Clerk's Office and www.hPCA.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

Certain provisions of the Brown Act are temporarily waived pursuant to Governor Newsom's Executive Order N-25-20 and N-29-20.

In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at www.hPCA.gov.

PUBLIC COMMENT – If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at publiccomment@hPCA.gov or by telephone, by calling (323) 584-6230, up until one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record.

The City of Huntington Park thanks you in advance for your cooperation.

For both open and closed session, each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Graciela Ortiz
Vice Mayor Eduardo "Eddie" Martinez
Council Member Karina Macias
Council Member Marilyn Sanabria
Council Member Manuel "Manny" Avila

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Presentation Proclamation in Support of National Public Safety Telecommunicators Week 2021
2. Presentation of newly promoted Sergeant Mario Diaz

PUBLIC COMMENT

Pursuant to the Governor's Executive Orders, any emailed public comment will be read into the record at this time.

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION –

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Name of Case: Palacios, Esteban v City of Huntington Park
Claim No. 18-134040

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles County Superior Court Case No. 20STCP03947

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. **Approve Minute(s) of the following City Council Meeting(s):**

1-1. Regular City Council Meeting held April 20, 2021

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated May 04, 2021**

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. **REJECT ALL DESIGN-BUILD PROPOSALS RECEIVED FOR THE AQUATICS CENTER PROJECT IN ACCORDANCE WITH SECTION 4.10 CITY RIGHTS OF THE REQUEST FOR PROPOSALS AND AUTHORIZE STAFF TO RE-ADVERTISE**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. **Reject all bids for the Aquatics Center Project in accordance with section 4.10 [City Rights] of the Request for Proposal (RFP); and**

2. Authorize staff to modify the content in the Statement of Qualifications (SOQ) and RFP in conformance with all applicable design-build standards; and
3. Authorize the Public Works Department to re-advertise the SOQ and RFP in accordance with Public Contract Code, Division 2. General Provisions [1100 – 22355], Part 3; Contracting by Local Agencies [20100 – 22178], Chapter 4; and Local Agency Design-Build Projects [22160 - 22169].

4. CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED ENGINEERING CONSULTANTS TO DRAFT THE LOCAL ROADWAY SAFETY PLAN

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering consultant firms to draft the Local Roadway Safety Plan.

5. CONSIDERATION AND APPROVAL OF AWARD OF A CONTRACT TO REHABILITATE CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the contract with Utility Service Co., Inc. (A SUEZ Company) for the rehabilitation of CIP 2020-03 Cottage Reservoir at Well 15 as the lowest responsive and responsible proposer for a not-to-exceed amount of \$647,882.28;
2. Approve a budget transfer in the amount of \$250,000 from Account No. 283-8040-432.76-11 Sewer Fund Capital Project – Water & Sewer Master Plan to Account No. 283-8040-432.76-18 Sewer Fund Capital Project – Cottage Reservoir/Well 15 and a budget transfer in the amount of \$250,000 from Account No. 681-8030-461.76-11 Water Fund Capital Project – Water & Sewer Master Plan to Account No. 681-8030-461.76-18 Water Fund Capital Project – Cottage Reservoir/Well 15; and
3. Approve an appropriation in the amount of \$212,671 to Account No. 681-8030-461.76-18 Water Fund Capital Project – Cottage Reservoir/Well 15, which includes a ten percent (10%) contingency of \$64,788; and
4. Authorize the City Manager to execute the contract agreement.

COMMUNITY DEVELOPMENT

6. *Continued from the April 20, 2020, Regular City Council Meeting*

CONSIDERATION AND APPROVAL TO ENTER INTO A TEMPORARY AGREEMENT TO PROVIDE PARKING SERVICES TO KEMP BROS CONSTRUCTION

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to negotiate and execute the temporary agreement.

POLICE

7. **CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT OF \$51,788 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2019 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$51,788 in account number 230-0000-335.30-70 (State Homeland Security Program (SHSP); and
2. Approve a budget appropriation in the amount of \$51,788 to account number 230-7219-421.74-10 Capital Equipment for the purchase of police radio equipment; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, the grant agreement, and documentation.

CITY MANAGER

8. **CONSIDERATION AND APPROVAL OF AN ORDINANCE ADDING SECTIONS 2-10.01 AND 2-10.02 TO TITLE 2, CHAPTER 10 OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING CAMPAIGN CONTRIBUTION LIMITS UNDER AB 571**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive first reading and introduce the Ordinance adding Section 2-10.01 "Authorization" and Section 2-10.02 "Limitations on Campaign Contributions" to Title 2, Chapter 10 of the Huntington Park Municipal Code regarding campaign contribution limits under AB 571; and
2. Schedule the second reading and adoption of said Ordinance, as described above, at the next regularly scheduled meeting of the City Council.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel “Manny” Avila

Council Member Marilyn Sanabria

Council Member Karina Macias

Vice Mayor Eduardo “Eddie” Martinez

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 18, 2021 at 6:00 P.M.

I, Sergio Infanzon, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 30th Day of April 2021.



Sergio Infanzon, Acting City Clerk

ITEM NO. 1

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, April 20, 2021

The City Council conducted this meeting in accordance with California Governor Newsom's Executive Order N-25-20 and N-29-20.

The Rules of Decorum were played prior to the start of the Regular Meeting.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Tuesday, April 20, 2021, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Manuel "Manny" Avila, Marilyn Sanabria, Karina Macias, Vice-Mayor, Eduardo "Eddie" Martinez and Mayor Graciela Ortiz.

CITY OFFICIALS/STAFF: Ricardo Reyes, City Manager; Raul Alvarez, Assistant City Manager; Araceli Almazan, City Attorney; Sergio Infanzon, Director of Community Development/Acting City Clerk; Cesar Roldan, Director of Public Works; Cosme Lozano, Chief of Police; **ABSENT:** Nita McKay, Director of Finance & Administrative Services; Cynthia Norzagaray, Director of Parks & Recreation; Alvarez-Glasman, City Attorney;

INVOCATION

Invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Martinez.

PRESENTATIONS

Mayor requested to add a presentation to the agenda. Council Member Sanabria moved to approve it, seconded by Council Member Macias.

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias,
Vice Mayor Martinez and Mayor Ortiz

1. Resolution presented in Support of Fair Housing Month
2. Proclamation presented in Support of Donate Life Month
3. Proclamation presented in Support of National Autism Awareness month

PUBLIC COMMENT

1. Elizabeth Castro thanked the City of Huntington Park for joining the Fair Housing Foundation to celebrate Fair Housing Month. She stated that they are proud to serve the City as its fair housing provider and are looking forward to another year of working for each and every member of Huntington Park.
2. Carolina Garnica submitted the following statement from Eva Perez. Eva stated that she was the mother of a donor who passed away 22 years ago. Thanks to her son's donation, he continues living in others. She also thanked the City of Huntington Park for their continuous support with "Donate Life Month". Ms. Perez and her family are advocates for educating our communities about how to become a donor. To be an organ, eye, and tissue donor, please register at the DMV or online at www.donateLIFEcalifornia.org or www.doneVIDAcalifornia.org.
3. Carlos Cordova re-submitted his comments on the quality of the audio and video. Also reiterated his continued support for the Huntington Park Police Officers. He also urged all to work with the Police Department Association to find a solution to bring stability to the Police Department for the sake of the resident's safety. Last, Mr. Cordova asked Council for a date of when residents of the city will be allowed to participate in public meetings in person.
4. Jose Rivera asked for continuous patrolling on the alley located on 58th Street. He stated that transients are still present and constantly bringing trash. The location has become a loitering and hang out site for transients and gang members.

STAFF RESPONSE

Mayor Ortiz asked the Chief of Police to work with Public Works to address the issues at the alley. She also asked PD to continue patrolling the alley.

Chief of Police stated that PD will coordinate with Public Works to maintain consistent patrolling of the alley.

RECESS TO CLOSED SESSION

At 6:20 p.m. Mayor Graciela Ortiz, recessed to closed session

City Attorney Araceli Almazan asked the City to recess into closed session to discuss the matter listed under the close session portion of the agenda.

1. CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(4) Consideration of Initiation of Litigation – One Matter

2. CONFERENCE WITH LEGAL COUNSEL –EXISTING LITIGATION
Government Code Section 54956.9(d)(1) – Construction Industry Force Account Council v. City of Huntington Park Los Angeles County Superior Court Case No. 20STCP03947

At 7:16 p.m. Mayor Graciela Ortiz reconvened to open session with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Araceli Almazan made the following announcement: The minutes should reflect that with all five members of the Council present both items on the close session portion of the agenda were discussed:

1. Item #1 - Council was briefed, direction was provided, nothing further to report.
2. Item #2 - CIFCA v. City of Huntington Park, council was briefed, no reportable action. This conclude my closed session report. It is now appropriate to proceed with the open portion of the agenda.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve the consent calendar from the April 20, 2021, Regular Meeting, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez and Mayor Ortiz

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

1-1. Regular City Council Meeting held March 16, 2021

FINANCE

2. Approve Accounts Payable and Payroll Warrant(s) dated April 20, 2021

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

3. CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED CONSULTANTS TO INVENTORY AND OBTAIN PERMITS FOR INSTALLATION OF CONNECTOR PIPE SCREENS AND AUTOMATIC RETRACTABLE SCREENS ON CITY AND LOS ANGELES COUNTY FLOOD CONTROL CATCH BASINS IN COMPLIANCE WITH MS4 PERMIT

Director Cesar Roldan presented the item.

Motion: Council Member Macias moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to inventory and inspect all catch basins within the City's right-of-way, and obtain permits from the Los Angeles County Flood Control District (LACFCD) permit to install Connector Pipe Screens and Automatic Retractable Screens on LACFCD, and City-owned catch basins, seconded by Council Member Sanabria. Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez and Mayor Ortiz

4. CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE ACCEPTANCE OF THE URBAN WATER MANAGEMENT PLAN

Director Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to approve setting Public Hearing of June 1, 2021 for the acceptance of the Urban Water Management Plan, seconded by Council Member Macias. Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez and Mayor Ortiz

5. CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE ACCEPTANCE OF THE AMERICA'S WATER INFRASTRUCTURE ACT RISK AND RESILIENCE ASSESSMENT REPORT

Director Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to approve setting Public Hearing of June 1, 2021 for the acceptance of the America's Water Infrastructure Act Risk and Resilience Assessment Report, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias,
Vice Mayor Martinez and Mayor Ortiz

**6. CONSIDERATION AND APPROVAL SETTING PUBLIC HEARING FOR THE
ACCEPTANCE OF THE IRREVOCABLE OFFER OF DEDICATION OF A
SEGMENT OF PARCELS 6318-007-012 AND 6318-007-004 FOR PUBLIC
RIGHT-OF-WAY AT 6241 MAYWOOD AVENUE**

Director Cesar Roldan presented the item.

Motion: Mayor Ortiz moved to approve setting Public Hearing of June 1, 2021 for the acceptance of the irrevocable offer of dedication of a segment of parcels 6318-007-012 and 6318-007-004 for public right-of-way purposes at 6241 Maywood Avenue, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias,
Vice Mayor Martinez and Mayor Ortiz

**7. CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM
QUALIFIED CONSULTANTS TO PROVIDE MS4 COMPLIANCE SERVICES**

Director Cesar Roldan presented the item.

Motion: Council Member Sanabria moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified consultant firms to provide compliance services as it relates to the current Los Angeles County MS4 Permit, seconded by Council Member Avila, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias,
Vice Mayor Martinez and Mayor Ortiz

POLICE

**8. CONSIDERATION AND APPROVAL FOR ACCEPTANCE OF FY 2020
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDING AND APPROPRIATION OF FUNDS FOR THE PURCHASE OF A
SOFTWARE UPGRADE FOR THE POLICE DEPARTMENT AND THE
APPROVAL OF A SUPPLEMENTAL BUDGET REQUEST**

Chief of Police Cosme Lozano presented the item.

Motion: Council Member Sanabria moved to authorize the City Manager to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$28,308.00 in account 227-0000-331.20-05, designate the City Manager as the Authorized Grantee Official for the purpose of executing grant objectives and documentation, and appropriate the amount of \$28,308.00 in the City's FY 20-21 budget for purchase of computer software for the police department in account number 227-7119-421. 7 4-10, seconded by Council Member Avila, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez and Mayor Ortiz

COMMUNITY DEVELOPMENT

9. CONSIDERATION AND APPROVAL TO ENTER INTO A TEMPORARY AGREEMENT TO PROVIDE PARKING SERVICES TO KEMP BROS CONSTRUCTION

Director Sergio Infanzon presented the item.

STAFF RESPONSE

Mayor Ortiz asked if item #9 was appropriately posted.

City Manager recommended this item be continued to the next Council meeting. For proper noticing in accordance to regulation.

Motion: Mayor Ortiz approved to move item #9 to next Council Meeting, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias, Vice Mayor Martinez and Mayor Ortiz

CITY COUNCIL

10. RESOLUTION NO. 2021-07 IN SUPPORT OF CAL CARE (AB1400) AND MEDICARE FOR ALL

Motion: Council Member Sanabria moved to approved resolution no. 2021-07 in support of CAL CARE (AB1400) and Medicare for all, seconded by Council Member Macias, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias,
Vice Mayor Martinez and Mayor Ortiz

**11. REQUEST TO SUPPORT METRO FARELESS SYSTEM INITIATIVE FOR
COMMUNITY COLLEGE STUDENTS**

Motion: Council Member Macias moved to approved request to support Metro Fareless system initiative for Community College students, seconded by Council Member Sanabria, Motion passed 5-0-0, by the following vote:

ROLL CALL:

AYES: Council Member(s): Avila, Sanabria, Macias,
Vice Mayor Martinez and Mayor Ortiz

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS – City Manager provided information to a city communication that was mentioned during the public comment portion of the meeting. Comment was submitted by one of our residents. The city communication was regarding the restructuring of Huntington Park Police Department. The intend of the restructuring is to be able to put more patrol officers out on patrol. All of these changes were agreed by both, the city and Police Officers Association.

Chief of Police announced the Public Safety Telecommuters Month, when they are recognized. It is important to let our dispatcher know that they work don't go unrecognized.

Mayor Ortiz asked to recognize Huntington Park Telecommuters during the next Council Meeting in May.

WRITTEN COMMUNICATIONS – None.

COUNCIL COMMUNICATIONS –

Council Member Avila asked everyone to continue wearing masks, washing your hands and keeping your distance.

Council Member Macias thanked staff for their ongoing commitment to the city. She invited residents to get vaccinated and thanked community partners for their ongoing work by providing vaccines for the City of Huntington Park. The American Red Cross will be at Salt Lake Park on April 28 for anyone who wants to donate blood. Appointments are available from 10 a.m. to 4 p.m.

Council Member Sanabria wished Assistant City Manager Raul a Happy Birthday and thanked him for all the work he does and his dedication to the City. To celebrate Earth Day through our cleanup, she reminded the residents to put bulky items in front of their house or by the curve on Friday at 6 p.m. All bulky items will be picked up on following day Saturday April 28, 2021. Also, residents will be able to drop bulky items at the Public Works Yard. The City offers volunteer opportunities; you can find this in our website at www.hpca.gov.

Vice Mayor Martinez thanked staff for making sure we have a safe meeting. Regarding Earth Day, this Saturday April 24, 2021 the city will be having a community cleanup at Keller Park at 9:00 a.m. Reminded all residents about bulky items pick up, drop off and the community cleanup. He stated that this morning, he walked down Santa Ana Street and Cudahy giving out flyers to announced the event and asking residents to help others by spreading out the word.

Mayor Ortiz made an announcement on behalf of Parks & Recreation. The City of Huntington Park was awarded the Los Angeles Dodgers Foundation Award this year. Our baseball and softball programs will be positively impacted with the award. Mayor Ortiz stated that she grew up playing softball and is aware of the need for coaches. If anyone is interested, please sign up at the Parks & Recreation Department website. There is also a link to sign up children for baseball and softball programs. Mayor Ortiz congratulated our city for obtaining the grant from the Dodgers Foundation. Big thanks to the Huntington Park Police Department for being out there for our kids and organizing with the school principals in the City of Huntington Park. Our students have gone back to school, physically, and it is great to have support from the Police Department. Thanked Chief for coordinating and making sure our crossing guards were out there.

ADJOURNMENT

Mayor Ortiz adjourned the meeting at 7:37 p.m. in memory of Bertha Gonzalez Garcia proud sister of ten siblings, mother of five children, grandmother and great-grandmother of twenty-three. Long time Southeast city resident, worked with LAUSD, catholic charity and thirty plus years with the Los Angeles County Welfare Division. She served the East Los Angeles and local city neighborhoods. She will be deeply missed by the community and all the people whose life she influenced. Meeting adjourned to a regular Meeting on Tuesday, May 4, 2021 at 6:00 p.m.

Respectfully submitted,



Sergio Infanzon
Acting City Clerk

ITEM NO. 2

City of Huntington Park
List of Funds

Fund	Description
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	State Gasoline Tax Fund
222	Measure R
224	Office of Traffic & Safety
225	Cal Cops Fund
226	Air Quality Improvement Trust
227	Office of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant
239	Federal Community Development Block Grant
242	HUD Home Program
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Management Fund
287	Solid Waste Recycle Grant
334	Ped/Bike Path Fund
475	Public Financng Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

City of Huntington Park
Demand Register

WR 5-4-21

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
			CREDIT BALANCE REFUND	
ALFRED SAUCEDO	24233-5206	681-0000-228.70-00		73.61
AMAZON.COM SERVICES, INC.				
	131C-VDRT-QXLW	111-6010-451.61-20	OFFICE SUPPLIES	\$73.61
	14NW-9WX1-1THY	111-6010-451.61-20	OFFICE SUPPLIES	118.50
	1D4Q-XXQ9-14GL	111-6010-451.61-20	OFFICE SUPPLIES	129.88
	1FM9-XQNG-CNW4	111-6010-451.61-20	OFFICE SUPPLIES	197.34
	1FW7-Q4PY-FLYP	111-6010-451.61-20	OFFICE SUPPLIES	316.40
	139X-76KD-HTPV	111-6020-451.61-35	EVENT SUPPLIES	320.86
	167Y-TDK7-TJ9Y	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	221.01
	1FXV-P43M-7HJ7	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	123.26
	1PFJ-9NTP-RFJ4	111-6020-451.61-35	EVENT SUPPLIES	976.70
	1RQV-RRKF-RN7T	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	1,699.34
	1VQ6-H11K-DHWJ	111-6020-451.61-35	CULTURAL ARTS SUPPLIES	436.02
	131C-VDRT-7TXG	239-6060-490.61-60	BACK TO SCHOOL SUPPLIES	119.38
	1DFJ-63Y6-PTMV	239-6060-490.61-60	AFTERSCHOOL CARE SUPPLIES	672.46
	1GHX-VK6W-MNT4	239-6060-490.61-60	BACK TO SCHOOL SUPPLIES	1,885.49
	1K1T-V171-J41P	239-6060-490.61-60	AFTERSCHOOL CARE SUPPLIES	991.12
	1M44-6VWQ-3TF3	239-6060-490.61-60	BACK TO SCHOOL SUPPLIES	966.06
	131C-VDRT-TD76	239-6065-490.61-60	SENIOR CARE SUPPLIES	1,136.40
	1HKG-KTMH-LY4J	239-6065-490.61-60	SENIOR CARE SUPPLIES	26.44
	1K1T-V171-3D46	239-6065-490.61-60	SENIOR CARE SUPPLIES	608.30
	1KPT-MHHW-7LVH	239-6065-490.61-60	AFTERSCHOOL CARE SUPPLIES	1,831.60
	1V7X-QHLN-WW6G	239-6065-490.61-60	SENIOR CARE SUPPLIES	678.00
				1,070.52
AMERICAN EXPRESS				
	NT_ISWLWDKG	111-0210-413.56-41	ONLINE SUBSCRIPTION	\$14,525.08
	3UVR150QTB1	111-0210-413.61-20	COUNCIL SUPPLIES	24.96
	H8HF9XJA	111-0210-413.61-20	COUNCIL SUPPLIES	224.39
	70030104514	111-6010-466.55-55	SENIOR FOOD PANTRY	69.23
	70030112468	111-6010-466.55-55	SENIOR FOOD PANTRY	154.00
	02080811925	111-6020-451.61-35	CREDIT BALANCE REFUND	28.00
	10059887810	111-7010-421.59-20	PD TRAINING REGISTRATION	-182.28
	NT-ISGP9GCT	111-7010-421.59-20	PD TRAINING REGISTRATION	225.00
	NT-ISGKPEMU	111-7010-421.59-30	PD TRAINING REGISTRATION	125.00
	318444283	111-7010-421.61-20	ONLINE SUBSCRIPTION	125.00
	82405117-130	111-9010-419.61-60	ONLINE SERVICE	14.99
	00520400024	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	102.94
	540600011	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	115.50
	C1244160305	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	79.38
	C1244266815	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	131.40
	C1244267741	239-6060-490.61-60	AFTER SCHOOL SUPPLIES	140.76
	60030207615	239-6065-490.61-60	SENIOR SUPPLIES	149.88
	C1244	239-6065-490.61-60	CREDIT REFUND	64.81
	C1244124375	239-6065-490.61-60	SENIOR SUPPLIES	-91.98
				183.61

City of Huntington Park
Demand Register
WR 5-4-21

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AMERICAN EXPRESS	C1244189746 C1244261690	239-6065-490.61-60 239-6065-490.61-60	SENIOR SUPPLIES SENIOR SUPPLIES	1,197.93 183.61 \$3,066.13
ARAMARK UNIFORM & CAREER APPAREL	586000091841 586000095358	741-8060-431.56-41 741-8060-431.56-41	UNIFORMS FOR PUBLIC WORKS UNIFORMS FOR PUBLIC WORKS	378.54 146.49 \$525.03
ARMANDO & GRISELDA FLORES	19755-1036	681-0000-228.70-00	CREDIT BALANCE REFUND	78.16 \$78.16
AT&T PAYMENT CENTER	2/28/21-3/27/21 4/7/21-5/6/21 4/7/21-5/6/21 4/7/21-5/6/21 4/7/21-5/6/21 4/7/21-5/6/21 4/7/21-5/6/21	111-7010-421.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10 111-9010-419.53-10	PD PHONE SRVC CITY WIDE PHONE SRVCS CITY WIDE PHONE SRVCS	1,529.80 33.34 33.34 33.34 33.34 195.82 81.09 101.45 \$2,041.52
AVILA, JUAN A	7793-12628	681-0000-228.70-00	CREDIT BALANCE REFUND	72.78 \$72.78
BENEFIT ADMINISTRATION CORPORATION	6030119-IN	111-2030-413.56-41	FLEX ADMINISTRATION FEES	50.00 \$50.00
BSN SPORTS, LLC	912158259	535-8090-452.61-20	TENNIS NETS FOR COURTS	1,115.85 \$1,115.85
CALPRIVATE BANK	24692162E2XLSMR 24013391G023RMQ 24013392Q0279AD 24055231Y2MB9QF 24427331YLM7MMH 24427332BLM7MMH 24692162B2XT2HS 24011341R0014JF 24692162E2XLSMR 244921517RVL710 24559301RS66GBE 244921525JHFQEH 24011341X0006PT 24717051R4YV5W9	111-0110-411.61-20 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0110-411.66-05 111-0210-413.61-20 111-0210-413.61-20 111-2030-413.61-20 111-3010-415.59-15 111-5010-419.61-20 111-6010-451.64-00 111-9010-419.61-20	CITY COUNCIL SUPPLIES COUNCIL MEETING SUPPLIES CITY COUNCIL SUPPLIES RECRUITMENT SUPPLIES ANNUAL MEMBERSHIP FEE ONLINE SUBSCRIPTION ONLINE SUBSCRIPTION ONLINE SUBSCRIPTION	50.64 107.12 187.93 124.22 28.88 33.86 90.50 163.77 101.28 38.05 110.00 163.77 163.77 119.94 \$1,483.73
CENTRAL BASIN MWD	HP-MAR21	681-8030-461.41-00	IMPORTED WATER MARCH 21	125.437.74 \$125,437.74

**City of Huntington Park
Demand Register
WR 5-4-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	370642	219-8085-431.43-21	TURN SIGNAL SWITCH	240.54
	370675	219-8085-431.43-21	INSTRUMENT CLUSTER LENSES	98.21
	370935	741-8060-431.43-20	PARTS FOR UNIT 975	135.11
	370979	741-8060-431.43-20	CENTER WHEEL COVER	14.59
	371035	741-8060-431.43-20	PARTS FOR UNIT # 976	45.08
COMFORT MASTERS HEATING AND	826	111-8022-419.43-10	SERVICE TO A/C DUSTLESS	\$533.53
COMMERCIAL TIRE COMPANY	1-165959	741-8060-431.43-20	SHOP SUPPLY 2 TIRES	\$450.00
	1-GS165960	741-8060-431.43-20	SHOP SUPPLY 2 TIRES	312.09
CONCENTRA MEDICAL CENTERS	71034087	111-2030-413.56-41	EMPLOYEE PHYSICALS	162.35
CRUZ INVESTMENTS INC	642021	111-6065-451.57-46	MOTHER'S DAY EVENT	\$474.44
CSULB FOUNDATION	2395	111-7010-421.59-20	MENTAL HEALTH TRAINING	910.00
DATA TICKET INC.	124233	111-9010-415.56-15	CITATION PROCESSING-MAR21	\$910.00
	124233	111-9010-419.53-10	CITATION PROCESSING-MAR21	1,625.00
DELTA DENTAL	BE004369483	111-0000-217.50-20	DELTA CARE DPO APRIL 2021	\$1,625.00
	BE004403830	111-0000-217.50-20	DELTA CARE DPO MAY 2021	146.00
DELTA DENTAL INSURANCE COMPANY	BE004367059	111-0000-217.50-20	DELTA CARE PMI APRIL 2021	\$11,574.82
	BE004401417	111-0000-217.50-20	DELTA CARE PMI MAY 2021	7,526.58
DOORI FASHION INC WOORI	20667-21306	681-0000-228.70-00	CREDIT BALANCE REFUND	7,384.46
DUNN EDWARDS CORPORATION	2009315745	111-8095-431.61-50	PAINT- GRAFFITI ABATEMENT	\$14,911.04
	2009315746	111-8095-431.61-50	PAINT- GRAFFITI ABATEMENT	2,193.45
	2009315874	111-8095-431.61-50	PAINT- GRAFFITI ABATEMENT	2,193.45
	2009316086	111-8095-431.61-50	PAINT- GRAFFITI ABATEMENT	\$4,386.90
	2009316088	111-8095-431.61-50	PAINT- GRAFFITI ABATEMENT	861.36
	5009015856	111-8095-431.61-50	PAINT- GRAFFITI ABATEMENT	-1,594.23
ESPINOSA, ANA & OSCAR	6179-23080	681-0000-228.70-00	CREDIT BALANCE REFUND	\$2,368.63
				10.41
ESPINOSA, YARA	23193-10604	681-0000-228.70-00	CREDIT BALANCE REFUND	\$10.41
				957.82
				\$957.82

**City of Huntington Park
Demand Register
WR 5-4-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
EVERBRIDGE, INC.	M60892	111-0210-413.56-41	MESSAGING SERVICES	\$6,300.00
EXCHANGE SOLUTIONS CONTINENTAL	18371-10582	681-0000-228.70-00	CREDIT BALANCE REFUND	\$6,300.00
EXPRESS PIPE & SUPPLY CO., LLC	S110130804.003	111-8022-419.43-10	SUPPLIES FOR CITY HALL	\$169.43
	S109797687.004	111-8024-421.43-10	RESTROOM REPAIR SUPPLIES	1,099.23
	S110210212.003	111-8024-421.43-10	RESTROOM REPAIR SUPPLIES	1,919.83
GROUP LLC GARDENVIEW	23229-1102	681-0000-228.70-00	CREDIT BALANCE REFUND	2,585.22
HASA, INC.	740400	681-8030-461.41-00	HYPOCLODRITE WELL 12	\$5,604.28
	740402	681-8030-461.41-00	HYPOCLODRITE WELL 18	271.93
HDL COREN & CONE	SIN008301	111-9010-419.56-41	CONTRACT SERVICE PROP TAX	\$271.93
INFRAMARK LLC	62246	681-8030-461.43-30	WELL 18 MOTOR REPLACEMENT	162.21
	62701	681-8030-461.73-10	WATER MAIN PROJECT	247.58
INFRASTRUCTURE ENGINEERS	25831	111-8010-431.76-06	SLAUSON PROJECT-MAR 2021	\$409.79
	25864	111-8080-431.56-62	ENGINEERING SRVCS-MAR 21	1,495.20
	25847	152-6010-451.73-10	2018-08 GREENWAY PROJECT	25,419.00
	25848	152-6010-451.73-10	GEOTECH SRVCS-JAN 2021	3,000.00
	25864	221-8010-431.56-41	ENGINEERING SRVCS-MAR 21	1,250.00
	25832	221-8010-431.76-12	SB1 STREET PROJECT-MAR 21	5,733.00
	25864	222-8080-431.56-41	ENGINEERING SRVCS-MAR 21	34,651.75
	25849	681-8030-461.76-09	WATER MAIN PROJECT-MAR 21	20,352.50
JCL TRAFFIC	108677	221-8012-429.61-20	TRAFFIC SIGNS	3,048.00
JORGE ENCARNACION	013095134057	111-8010-431.15-25	BOOT REIMBURSEMENT	\$94,949.45
KONICA MINOLTA BUSINESS SOLUTIONS	271615231	111-0110-411.43-05	COUNCIL COPIER-FEB 2021	154.94
	271615231	111-0210-413.43-05	ADMIN COPIER-2/1-2/28/21	200.00
	265538617	111-6010-451.56-41	P&R COPIER 1/15/14/20	105.22
	267244181	111-6010-451.56-41	P&R COPIER 4/15/7/14/20	952.68
	268988586	111-6010-451.56-41	P&R COPIER 7/15-10/4/20	309.76
	270773712	111-6010-451.56-41	P&R COPIER 10/15-1/14/21	283.10
LAN WAN ENTERPRISE, INC	71882	111-8023-451.43-10	SALT LAKE PARK CABLING	293.77
				\$2,049.75
				2,040.00
				\$2,040.00

City of Huntington Park
Demand Register

WR 5-4-21

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LB JOHNSON HARDWARE CO.	113840	111-8022-419.43-10	WALL CLOCK	31.74
	113843	111-8022-419.43-10	WALL CLOCK HARDWARE	31.70
	114001	111-8023-451.43-10	SPORTS FIELD SUPPLIES	86.45
	114002	111-8023-451.43-10	SPORTS FIELD SUPPLIES	82.56
	487631	111-8024-421.43-10	PLUMBING SUPPLIES	372.50
				\$604.95
LEGAL SHIELD	GROUP # 0143713	111-0000-217.60-50	IDENTIFY THEFT PROTECTION	28.90
LYNBERG & WATKINS APC	57866	745-9031-413.32-70	LEGAL SERVICES FOR CLAIMS	\$28.90
MACKEY INDUSTRIAL REPAIR	5751	535-8090-452.61-20	REPAIR WATER PUMP AT	\$5,966.50
MARX BROS FIRE EXTINGUISHER CO INC.	E31513	111-8023-451.56-41	ANNUAL FIRE EXTINGUISHER	\$5,966.50
MCMASTER-CARR SUPPLY CO.	50273100	111-8022-419.43-20	RESTROOM LOCKS MINIMIZE	750.00
NATIONWIDE ENVIRONMENTAL SERVICES	31496	111-8030-461.56-42	CATCH BASIN SRVC-FEB 2021	\$750.00
NCM CARWASH	10052	741-8060-431.43-20	CARWASH MARCH 2021	352.35
				\$1,031.63
O'REILLY AUTO PARTS	2959-372934	219-8085-431.43-21	VEHICLE SUPPLIES	178.49
	2959-373580	219-8085-431.43-21	VEHICLE SUPPLIES	89.53
	2959-373587	219-8085-431.43-21	VEHICLE SUPPLIES	70.30
	2959-374075	219-8085-431.43-21	VEHICLE SUPPLIES	27.42
	2959-375983	219-8085-431.43-21	VEHICLE SUPPLIES	282.05
	2959-372946	741-8060-431.43-20	VEHICLE SUPPLIES	121.26
	2959-373166	741-8060-431.43-20	VEHICLE SUPPLIES	105.74
	2959-373621	741-8060-431.43-20	VEHICLE SUPPLIES	4,960.35
	2959-373693	741-8060-431.43-20	VEHICLE SUPPLIES	154.24
	2959-373822	741-8060-431.43-20	VEHICLE SUPPLIES	14.64
	2959-374049	741-8060-431.43-20	VEHICLE SUPPLIES	24.07
	2959-374161	741-8060-431.43-20	VEHICLE SUPPLIES	16.40
	2959-374546	741-8060-431.43-20	VEHICLE SUPPLIES	120.02
	2959-375938	741-8060-431.43-20	VEHICLE SUPPLIES	27.90
	2959-376910	741-8060-431.43-20	VEHICLE SUPPLIES	21.94
	2959-376984	741-8060-431.43-20	VEHICLE SUPPLIES	\$6,642.08
	2959-377112	741-8060-431.43-20	VEHICLE SUPPLIES	
	2959-377548	741-8060-431.43-20	VEHICLE SUPPLIES	

**City of Huntington Park
Demand Register
WR 5-4-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PACIFIC PRODUCTS & SERVICES LLC	27968 28334	221-8012-429.61-20 535-8090-452.61-20	SIGN SUPPLIES PARK SIGN SUPPLIES	3,913.32 4,401.18 \$8,314.50
PARS	47889 47756	111-9010-419.56-41 216-3010-415.56-41	PARS ARS FEES-FEB 2021 PARS REP FEES-FEB 2021	477.83 2,459.74 \$2,937.57
PATRICIO REYES MORALES	22915-21852	681-0000-228.70-00	CREDIT BALANCE REFUND	66.88
PENSKE CHEVROLET	259692 259942	741-8060-431.43-20 741-8060-431.43-20	VEHICLE SUPPLIES VEHICLE SUPPLIES	684.34 788.86 \$66.88
PHAM MINH-DUC	23451-5804	681-0000-228.70-00	CREDIT BALANCE REFUND	280.75 \$1,473.20
PSYCHOLOGICAL CONSULTING ASSOC., INC	524201	111-7010-421.56-41	PRE-EMPLOYMENT EVALUATION	1,200.00 \$280.75
ROADLINE PRODUCTS INC	16338	221-8012-429.61-20	STRIPER MACHINE REPAIR	\$1,200.00 4,968.24 \$4,968.24
ROSA VALENZUELA	HP080002682	111-0000-351.10-10	FEES REDUCTION/REFUND	343.00 \$343.00
SOUTH COAST AIR QUALITY MGMT DISTR.	3794796 3794925 3797725 3798140	741-8060-431.42-05 741-8060-431.42-05 741-8060-431.42-05 741-8060-431.42-05	EM ELEC GEN-DIESEL EM ELEC GEN-DIESEL FLAT FEE - YEAR EMISSIONS FLAT FEE - YEAR EMISSIONS	421.02 421.02 136.40 136.40 \$1,114.84
SOUTHERN CALIFORNIA EDISON	3/9/21-4/6/21 2-15-735-6825 424987 2-28-120-2671 2-39-572-9635 2-28-120-2671	111-7024-421.62-10 111-8010-415.62-10 221-8014-429.62-10 535-8016-431.62-10 535-8016-431.62-10 681-8030-461.62-20	6542/6538 MILES 3/9-4/6 PARKING LOTS 8/5-9/3/20 SERV REQ 2598 1/2 58 TH ST VARIOUS 2/4/21-3/8/21 VARIOUS 2/4/21-3/8/21 VARIOUS 2/4/21-3/8/21	4,869.53 857.39 2,662.72 17.257.09 43.68 5,038.00 \$30,728.41
ST FRANCIS, LLC.	1661089	221-8014-429.56-41	TRAFFIC SIGNAL MAINT-MAR	5,683.00 \$5,683.00
STANDARD INSURANCE COMPANY	0412021 0512021	111-0000-217.50-70 111-0000-217.50-70	LIFE INSURANCE-APR 2021 LIFE INSURANCE-MAY 2021	1,436.08 1,436.08 \$2,872.16
STAPLES ADVANTAGE	8061836905 8061836905 8061836905 8061836905	111-0110-411.61-20 111-2030-413.61-20 111-3010-415.61-20 111-6010-451.61-20	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	452.44 7.49 388.64 708.25 \$2,872.16

**City of Huntington Park
Demand Register
WR 5-4-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STAPLES ADVANTAGE	8061836905	111-7010-421.61-20	OFFICE SUPPLIES	200.10
	8061836905	111-7030-421.61-20	OFFICE SUPPLIES	109.02
	8061836905	111-8020-431.61-20	OFFICE SUPPLIES	199.97
	8061836905	111-9010-419.61-20	OFFICE SUPPLIES	115.39
				\$2,181.30
STEETSON ENGINEERS INC.	2740-05-005	681-8030-461.56-41	RISK ASSESSMENT SRVCS-MAR	4,429.50
SUNSHINE POS, LLC	75789	111-8010-415.61-20	THERMAL PARKING ROLLS	\$4,429.50
SUPERION, LLC	314213	111-9010-419.33-10	MARCH TRANSACTIONS	\$1,122.80
	314171	111-9010-419.43-15	FINANCIAL SYSTEM-MAR 2021	150.00
SUPERIOR COURT OF CALIFORNIA	MARCH 2021	111-7010-415.56-10	PARKING CITATION SURCHRG	12,274.48
THE GAS COMPANY	3/11/21-4/11/21	111-7024-421.62-10	CITY WIDE GAS SRVC 3/11-4/1/21	\$12,424.48
	3/11/21-4/11/21	111-8020-431.62-10	CITY WIDE GAS SRVC 3/11-4/1/21	
	3/11/21-4/11/21	111-8022-419.62-10	CITY WIDE GAS SRVC 3/11-4/1/21	
	3/11/21-4/11/21	111-8023-451.62-10	CITY WIDE GAS SRVC 3/11-4/1/21	
				29,386.00
TIREHUB, LLC	19770758	741-8060-431.43-20	TIRES FOR UNIT # 965	\$29,386.00
UNITED INDUSTRIES	213056	111-8010-431.61-21	NITRILE GLOVES FOR CREW	404.95
VERIZON WIRELESS	9876691356	111-6010-451.56-41	PARKS PHONE 3/1-4/1/21	\$404.95
	9876691356	111-8010-431.53-10	PW PHONE 3/14/1/21	
	9876691356	111-8095-431.53-10	PW PHONE 3/14/1/21	
	9876691356	681-8030-461.53-10	SPLASH PAD SIM 3/1-4/1/21	
				400.94
VISION SERVICE PLAN-CA	811944406	111-0000-217.50-30	RETIRE VISION-APRIL 2021	\$400.94
	811944408	111-0000-217.50-30	VISION PREMIUM-APRIL 2021	
	812183681	111-0000-217.50-30	VISION PREMIUM-MAY 2021	
	812183686	111-0000-217.50-30	RETIRE VISION-MAY 2021	
				38.01
VULCAN MATERIALS COMPANY	72873030	111-8010-431.61-21	RETIRE VISION-APRIL 2021	\$1,678.33
	72873031	111-8010-431.61-21	HOT ASPHALT & EMULSION	
WALTERS WHOLESALE ELECTRIC COMPANY	S117652413.001	535-8016-431.61-45	WIRE- STREET LIGHT REPAIR	\$6,599.66
	S117191684.001	535-8016-431.74-10	ELECTRICAL DATA LOGGER	288.55
	S116370134.001	681-8030-461.43-30	SQD COIL FOR WELL 16	903.67
				1,998.06
				2,995.13
				610.83
				\$5,604.02

**City of Huntington Park
Demand Register
WR 5-4-21**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WATER REPLENISHMENT DISTRICT OF	2/28/21	681-8030-461.41-00	GROUNDWATER-FEB 2021	86,034.04
	2020-06-T22-16	681-8030-461.42-05	TITLE 22 WATER PROGRAM	3,842.00
	2020-12-T22-16	681-8030-461.42-05	TITLE 22 WATER PROGRAM	2,266.00
XPRESS WASH INC	12862	741-8060-43143-20	CAR WASH DECEMBER 2020	\$92,142.04
	13179	741-8060-43143-20	CAR WASH MARCH 2021	1,452.00
				\$2,508.00
				\$574,121.67

ITEM NO. 3

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



May 4, 2021

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

REJECT ALL DESIGN-BUILD PROPOSALS RECEIVED FOR THE AQUATICS CENTER PROJECT IN ACCORDANCE WITH SECTION 4.10 CITY RIGHTS OF THE REQUEST FOR PROPOSALS AND AUTHORIZE STAFF TO RE-ADVERTISE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Reject all bids for the Aquatics Center Project in accordance with section 4.10 [City Rights] of the Request for Proposal (RFP);
2. Authorize staff to modify the content in the Statement of Qualifications (SOQ) and RFP in conformance with all applicable design-build standards; and
3. Authorize the Public Works Department to re-advertise the SOQ and RFP in accordance with Public Contract Code, Division 2. General Provisions [1100 – 22355], Part 3; Contracting by Local Agencies [20100 – 22178], Chapter 4; and Local Agency Design-Build Projects [22160 - 22169].

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In January of 2021, the City released the SOQ for the referenced project and subsequently the RFP to those firms that were prequalified. The SOQ was placed on the City's website and accessed and redistributed by several electronic media outlets that posted the SOQ on e-bid boards. Qualified firms were to submit SOQs by February 3, 2021 and City staff evaluated and prequalified the SOQs so that they may in turn submit final proposals. Seven firms submitted SOQs and City staff prequalified all seven firms; allowing the firms to move on to the next step and submit proposals. The proposal due date was February 17, 2021 by 5 pm. All seven prequalified firms submitted proposals.

REJECT ALL DESIGN-BUILD PROPOSALS RECEIVED FOR THE AQUATICS CENTER PROJECT IN ACCORDANCE WITH SECTION 4.10 CITY RIGHTS OF THE REQUEST FOR PROPOSALS AND AUTHORIZE STAFF TO RE-ADVERTISE

May 4, 2021

Page 2 of 3

Staff analyzed the proposals and after reviewing and further investigating, recommend that the City Council determine award of the contract is not in the City's best interest and reject all proposals due to the lack of comparative documentation that established the delineation of itemized budgetary allocations.

Staff also recommends re-advertising the project. The advantages to rejecting all proposals and re-advertising the design-build project is that this increases the number of participants as the fiscal year comes to an end and provides staff with an opportunity to hold another pre-job walk meeting and have additional discussions with the engineering/construction firms to find out what risks or uncertainties they may have seen in the project that caused the proposals to lack comparative funding quantities.

Upon authorization from the City Council to re-advertise the design-build project, Public Works staff will upload the SOQ to the City's website and provide the City Clerk's Office with the revised SOQ notice to be published in a newspaper of general circulation.

LEGAL REQUIREMENT

In its discretion, if the City does not believe an award of the contract is in its best interest, the City may choose to reject all bids. (Public Contract Code § 20166.) Staff's recommendation is for the slight modification of the SOQ and subsequent RFP as discussed in the recommendation, and the authorization of staff to formally re-advertise the design-build project at a later date, in accordance with Public Contract Code, Division 2. General Provisions [1100 – 22355], Part 3; Contracting by Local Agencies [20100 – 22178], Chapter 4; and Local Agency Design-Build Projects [22160 - 22169].

The City Clerk's Office shall publish the SOQ notice and shall state the time and place to submit SOQs. The SOQ notice shall be published in a newspaper of general circulation for a minimum period as established by the City Attorney's Office.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with the rejection of the proposals, though there is a minimal cost (\$500) associated with the republishing of the SOQ.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES

**REJECT ALL DESIGN-BUILD PROPOSALS RECEIVED FOR THE AQUATICS
CENTER PROJECT IN ACCORDANCE WITH SECTION 4.10 CITY RIGHTS OF THE
REQUEST FOR PROPOSALS AND AUTHORIZE STAFF TO RE-ADVERTISE**

May 4, 2021

Page 3 of 3

City Manager



CESAR ROLDAN

Director of Public Works

ITEM NO. 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

May 4, 2021

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED ENGINEERING CONSULTANTS TO DRAFT THE LOCAL ROADWAY SAFETY PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified engineering consultant firms to draft the Local Roadway Safety Plan.

BACKGROUND

At the regularly scheduled August 18, 2020 City Council meeting, the City Council authorized staff to submit a competitive Local Roadway Safety Plan (LRSP) application to the State of California Department of Transportation (Caltrans) for consideration. At the January 19, 2021 City Council meeting, the City Council authorized the City Manager to execute the State of California Department of Transportation Program Supplement No. V77 to Administering Agency-State Agreement for State Funded Projects No. 00480S to receive funds to draft and complete the Local Roadway Safety Plan (LRSP).

Federal regulations require each State to have a Strategic Highway Safety Plan (SHSP). The statewide data-driven traffic safety plan coordinates the efforts between the City and the State to ultimately reduce traffic accident fatalities and serious injuries on all public roads. The State provides all cities with the opportunity to competitively apply for funding that addresses unique highway safety needs in our jurisdiction, while contributing to the success of the State's overall SHSP goals and objectives.

The LRSP systematically identifies and analyzes safety obstacles in our community and provides recommendations on safety enhancement measures that mitigate the City's traffic and safety concerns. Preparing a LRSP facilitates the development of a prioritized list of improvements and actions that focus on improving the City's specific traffic safety needs while helping achieve statewide safety measures. The LRSP offers a proactive approach to addressing our needs and demonstrates our responsiveness to safety challenges.

CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM QUALIFIED CONSULTANTS TO DRAFT THE LOCAL ROADWAY SAFETY PLAN

May 4, 2021

Page 2 of 3

The City is the recipient of the LRSP grant, which provides the framework for obtaining input from City Officials, staff and community stakeholders and provide the State with a comprehensive report on safety enhancements throughout the City. The LRSP identifies, analyzes and prioritizes roadway safety improvements on our local roads. The process of developing the report will be tailored to ensure that local protocols, needs and issues are addressed.

The LRSP will also assist in securing future Highway Safety Improvement Program (HSIP) Calls-for-Project grants and is equivalent to a Systemic Safety Analysis Report (SSAR) or Vision Zero Action Plan. The City will be eligible to apply for HSIP Cycle 11 in 2022.

Staff is seeking proposals from qualified consultants to draft the LSRP. A formal RFP will be published to solicit proposals from qualified firms to provide this service. The following is a tentative schedule:

RFP ISSUED	May 7, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 24, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 31, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	June 7, 2021
TENTATIVE CITY COUNCIL AWARD DATE	June 15, 2021
APPROXIMATE NOTICE TO PROCEED DATE	July 1, 2021

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

The City Clerk's Office shall publish the RFP (Attachment 1) in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the tasks required from qualified firms to provide pertinent qualifications. The time and location to submit qualifications shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once qualifications are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT

Approval of this specific action does not have a direct fiscal impact. After staff reviews the proposals, staff will submit a formal recommendation to the City Council for consideration.

CONCLUSION

Upon Council's direction, staff will proceed with actions as directed.

**CONSIDERATION AND AUTHORIZATION TO SOLICIT PROPOSALS FROM
QUALIFIED CONSULTANTS TO DRAFT THE LOCAL ROADWAY SAFETY PLAN**

May 4, 2021

Page 3 of 3

Respectfully submitted,

A blue ink signature of the name Ricardo Reyes.

RICARDO REYES

City Manager

A blue ink signature of the name Cesar Roldan.

CESAR ROLDAN

Director of Public Works

ATTACHMENT(S):

- A. Local Roadway Safety Plan RFP

ATTACHMENT A



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Services for
Engineering Services to Draft Local Roadway Safety Plan**

PROPOSAL DUE DATE: JUNE 7, 2021 AT 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcagov

A photograph of a white sign for the City of Huntington Park. The sign is mounted on a post and features a large bell in the top right corner. Below the bell, the text "CITY OF HUNTINGTON PARK" is written in a serif font, with "CITY OF" on the top line and "HUNTINGTON PARK" on the bottom line.

Table of Contents

1. INTRODUCTION	2
2. OVERVIEW	2
3. SCOPE OF SERVICES	2
A. Task 1 – Project Management	2
B. Task 2 – State of the System Review	3
C. Task 3 – Crash History Assessment and Roadway Data Analysis	3
D. Task 4 – Countermeasure Development.....	3
E. Task 5 – Implementation Program and Potential Projects.....	3
F. Task 6 – Local Roadway Safety Plan	4
4. KEY PERSONNEL.....	4
5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT	4
6. INSURANCE REQUIREMENTS.....	4
7. EVALUATION CRITERIA.....	4
8. SELECTION PROCESS.....	5
9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL.....	5
10. FEE.....	7
11. QUESTIONS REGARDING THIS RFP.....	7
12. PROPOSAL SUBMITTAL PROTOCOL.....	8
13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION	8

1. INTRODUCTION

The City of HUNTINGTON PARK (City) is seeking qualified and experienced engineering consulting firms (Consultant) to submit a proposal to provide consulting services for the preparations of a Local Roadway Safety Plan (LRSP). The LRSP is funded through a Highway Safety Improvement Program (HSIP) grant from the California Department of Transportation (Caltrans). The LRSP will be used to identify and prioritize potential traffic safety improvements in the City as well as provide foundational information for submittal of future grant applications. The statewide data-driven traffic safety plan coordinates the efforts between the City and the State to ultimately reduce traffic accident fatalities and serious injuries on all public roads.

2. OVERVIEW

The LRSP systematically identifies and analyzes safety obstacles in our community and provides recommendations on safety enhancement measures that mitigate the City's traffic and safety concerns. Preparing a LRSP facilitates the development of a prioritized list of improvements and actions that focus on improving the City's specific traffic safety needs while helping achieve statewide safety measures. The LRSP offers a proactive approach to addressing our needs and demonstrates our responsiveness to safety challenges. The City is the recipient of the LRSP grant, which provides the framework for obtaining input from City Officials, staff and community stakeholders and provide the State with a comprehensive report on safety enhancements throughout the City. The LRSP identifies, analyzes and prioritizes roadway safety improvements on our local roads. The process of developing the report will be tailored to ensure that local protocols, needs and issues are addressed.

3. SCOPE OF SERVICES

The City's LRSP will conform to Federal and State Standards and will focus on identifying opportunities to improve traffic safety on roadways in the City using solutions from the development of an engineering, education, enforcement, and emergency services toolbox. Plan development will include the following key tasks:

A. Task 1 – Project Management

- Project management will consist of managing the project team to ensure ongoing communications with the City and delivery of project on-time and within budget. It is expected that the project will include regular meetings with City staff as well as at key milestones to discuss deliverables, comments, and public outreach/stakeholder meetings.

Proposals shall reflect, at a minimum, the following meetings:

- A. Project kickoff meeting with City staff
- B. Bi-weekly project status meetings
- C. 2 Community Meetings
- D. 1 Traffic Authority meeting
- E. 1 City Council meeting
- F. Conduct scoping meeting with City to discuss any deviation from initial tasks.

B. Task 2 – State of the System Review

This task will include a review of the City's General Plan, supplemental planning documents, policies, programs and compare them to current industry best safety practices for institutional alignment. This task will produce an inventory of opportunity areas for the City to pursue to facilitate safety improvements in any of the four E's across all modes of transportation.

C. Task 3 – Crash History Assessment and Roadway Data Analysis

This task will include a review of the previous 5-Years of crash data and collection of traffic volumes (as needed). Crash data will be compiled from SWITRS/TIMS database. High crash number and crash rate intersections and roadway segments will be identified. Overall city-wide crash patterns will be analyzed for trends that indicate areas of particular emphasis for in the City. High crash locations will be assessed to determine the most likely contributing factors. Crash activity will be matched with roadway characteristics such as volume, roadway cross-sections, speed limits, intersection control, bicycle facility, pedestrian treatments, signage, roadway markings, and other features that might impact safety outcomes.

D. Task 4 – Countermeasure Development

Opportunity locations and emphasis factors identified in the previous tasks will be used to build a safety mitigation toolbox that includes proven, cost-effective measures that will best address the most prevalent traffic safety challenges in the City. Specific mitigation measures will be recommended for selected high crash locations, while a programmatic approach will be identified for implementing safety mitigations City-wide. Countermeasure selection will be aided by engagement with key stakeholders representing law enforcement, public health, education, and other relevant stakeholders such as the City's Traffic Authority Commission and the general public.

E. Task 5 – Implementation Program and Potential Projects

This task will outline strategies for implementing safety measures and a means to monitor safety outcomes to evaluate which mitigation measures are most effective and if additional analysis and countermeasure development is necessary. This will include identifying

potential funding sources, measures that can be included in regular maintenance cycles, and potential updates to City design standards to better align with best safety practices. The list of potential projects shall include location, proposed countermeasure(s), preliminary cost estimates, B/C ratio, and prioritization.

F. Task 6 – Local Roadway Safety Plan

A LRSP document will be created to document the findings of the previous tasks and to lay out the implementation program for the City to follow and update as projects are developed, completed, and new data becomes available. The City has been awarded a Caltrans LSRP grant for \$53,000, with a City matching portion of \$6,000, for this effort and expects the proposed consultant fee proposal will be required to fit within the allocated amount.

- The City reserves the right to delete specific task(s).

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting

history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.

- Project Approach (40%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (25%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

**I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST
FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL
ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND
ATTACHMENTS REFERENCED.**

Consultant's Background: Maximum 1-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the

background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

Quality Assurance/Quality Control: Maximum 1-page brief description of the consultants approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 6 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 6, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside **“Professional Services for Engineering Services to Draft Local Roadway Safety Plan”** and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hPCA.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, MAY 24, 2021**. In response to all questions received by this date, City will issue an Addendum no later than 5 working days prior to the proposal submittal due date. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, JUNE 7, 2021** to:

City of Huntington Park – City Clerk's Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Late proposals will not be accepted.

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	May 7, 2021
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	May 24, 2021
RELEASE OF INFORMATION REQUESTED: 5:00 PM	May 31, 2021
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	June 7, 2021
TENTATIVE CITY COUNCIL AWARD DATE	June 15, 2021
APPROXIMATE NOTICE TO PROCEED DATE	July 1, 2021

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in Exhibit "B". Subject to the CPI Index Adjustment section of Exhibit "B", CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /(\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 **BUSINESS LICENSE:** Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: 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 CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers 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 is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 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.
- 3.3 CITY shall not deduct from the compensation paid to 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 CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

**IV.
INSURANCE**

4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V.
INDEMNIFICATION

5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against 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 of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS 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 PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. 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 subcontractors 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.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

6.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.
MISCELLANEOUS PROVISIONS

7.1 **DOCUMENTS & DATA: LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

7.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

7.3 **NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY:** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

7.4 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.

7.5 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

7.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

7.7 COOPERATION: FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

7.10 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

7.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.13 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

7.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

7.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

7.19 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

7.22 **MISCELLANEOUS:**

- A. 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.
- B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
- C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 **ENTIRE AGREEMENT**: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 **COUNTERPARTS**: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE**: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK: **[NAME OF CONSULTANT]**

By: _____
[REP FOR CITY]
[TITLE]

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____
for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by 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. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**

Request for Proposal

Local Roadway Safety Plan

Page | 34

SUBJECT TO CHANGE ACCORDING TO EVENT

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; or
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ITEM NO. 5

CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report



May 4, 2021

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A CONTRACT TO REHABILITATE CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the contract with Utility Service Co., Inc. (A SUEZ Company) for the rehabilitation of CIP 2020-03 Cottage Reservoir at Well 15 as the lowest responsive and responsible proposer for a not-to-exceed amount of \$647,882.28;
2. Approve a budget transfer in the amount of \$250,000 from Account No. 283-8040-432.76-11 Sewer Fund Capital Project – Water & Sewer Master Plan to Account No. 283-8040-432.76-18 Sewer Fund Capital Project – Cottage Reservoir/Well 15 and a budget transfer in the amount of \$250,000 from Account No. 681-8030-461.76-11 Water Fund Capital Project – Water & Sewer Master Plan to Account No. 681-8030-461.76-18 Water Fund Capital Project – Cottage Reservoir/Well 15; and
3. Approve an appropriation in the amount of \$212,671 to Account No. 681-8030-461.76-18 Water Fund Capital Project – Cottage Reservoir/Well 15, which includes a ten percent (10%) contingency of \$64,788; and
4. Authorize the City Manager to execute the contract agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 16, 2021, the City Council authorized staff to advertise the Request for Proposal (RFP) for Cottage Reservoir (reservoir) located at Well 15 (Project). The reservoir is located north of Saturn Avenue, west of Alameda Street and east of Albany Street. Traces of tetrachloroethylene (TCE) and other volatile organic compounds (VOC) have been present in the well. The City received a grant from the Water Replenishment District of Southern California (WRD), with the end goal of mitigating the existing

CONSIDERATION AND APPROVAL OF AWARD OF A CONTRACT TO REHABILITATE CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

May 4, 2021

Page 2 of 3

environmental concerns and bringing back the well to working capacity by investing in a Granular Activated Carbon (GAC) system. GAC is commonly employed as an adsorption media in many surface water treatment plants. Most plants, however, also rely on GAC to provide effective filtration, as turbidity reduction is an essential element in maintaining desired water quality. The Well 15 rehabilitation remediates the existing water quality concerns to achieve sustainable drinking water in the southwestern segment of the City. Bringing back the well into production will add another critical infrastructure component that minimizes the City's dependency on purchasing imported water from Central Basin.

These infrastructure improvements are necessary to meet the City's anticipated water needs and continue to allow the City to ensure that its residents have access to clean potable water. Additional investment in the City's water infrastructure addresses deficient fire flows and capacity deficiencies over the next twenty plus years.

The RFP was published on March 19, 2021 in a newspaper of general circulation. The RFP was also accessed and redistributed by several electronic media outlets that post the documents on e-bid boards. Proposals were originally due on April 21, 2021, though due to questions posed during the request for information (RFI) period, staff decided to post an Addendum extending the proposal due date to 2:00 pm on April 26, 2021.

The following is the ranking of proposals:

Bidder (lowest proposal first)	Cost Proposal
Utility Service Co., Inc. (A SUEZ Company)	\$647,882.28
Paso Robles Tank, Inc.	\$766,500.00
JT Thorpe	\$1,072,344.00
Spiess Construction	\$1,677,525.00

Utility Service Co., Inc. (A SUEZ Company) provided the lowest proposal to rehabilitate the reservoir. Staff conducted an analysis of the proposals to ensure that the lowest responsive, responsible proposer met all state and local requirements. Based on the investigation, staff's recommendation is to award Utility Service Co., Inc. (A SUEZ Company) the contract agreement (Attachment A) for a not-to-exceed amount of \$647,882.28. The remaining proposals are available in the City Clerk's Office (Attachment B).

LEGAL REQUIREMENT

The City has 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 City Attorney's Office reviewed the construction contract agreement in conformance with all applicable State, local and public contracting codes and will consent for proper execution by the City Manager.

FISCAL IMPACT/FINANCING

**CONSIDERATION AND APPROVAL OF AWARD OF A CONTRACT TO
REHABILITATE CIP 2020-03 COTTAGE RESERVOIR AT WELL 15**

May 4, 2021

Page 3 of 3

By written request of the City of Huntington Park, Utility Service Co., Inc. (A SUEZ Company) is willing to evenly spread the cost of the specific renovation for a period of three (3) years. Utility Service Co., Inc. (A SUEZ Company) submitted the most responsive, responsible proposal for \$647,882.28. Staff recommends the budget transfers between capital projects in the Water and Sewer Funds, as listed in the recommendation above. An additional appropriation in the amount of \$212,671 is also recommended in the Water Fund, which includes an appropriation for a ten percent construction contingency.

Authority will be granted to the City Manager to approve any and all negotiated construction change orders in good faith.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

- A. Utility Service Co., Inc. (A SUEZ Company) Agreement
- B. Proposals from other firms

ATTACHMENT A



CONTRACTOR SERVICES AGREEMENT
CIP 2020-03 Cottage Reservoir at Well 15

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this 4th day of May 2021 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Utility Service Co., Inc. (A SUEZ Company) (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **May 4, 2021 to December 31, 2021**. It is the CONTRACTOR'S responsibility to request an extension at least (2) days in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$647,882.28** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks

performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 **ACCOUNTING RECORDS:** CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION:** CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 et seq.);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform

similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
 - A. **Commercial General Liability Insurance:** CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general

aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 **TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service

or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or

iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Utility Service Co., Inc. (A SUEZ Company)
1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
Brian Kelleher, Vice President (Central Region)
Phone: (855) 526-4413

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.

6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

6.13 **NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

By: Ricardo Reyes
City Manager

Date: _____

Utility Service Co., Inc. (A SUEZ Company):

By: Brian Kelleher
Vice President (Central Region)

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

Utility Service Co., Inc. (A SUEZ Company)



Technical Proposal for **COTTAGE RESERVOIR REHABILITATION AT WELL 15**

City of Huntington Park, CA

April 21, 2021





Technical Proposal for
**COTTAGE RESERVOIR
REHABILITATION AT WELL 15**

PUBLIC WORKS DEPARTMENT
CITY OF HUNTINGTON PARK, CA

SUBMITTED BY: **UTILITY SERVICE Co., Inc. (A SUEZ COMPANY)**
ADDRESS: **1230 PEACHTREE STREET NE, SUITE 1100, ATLANTA, GA 30309**
PHONE: **(855) 526-4413**



April 21, 2021 (04/21/2021)

TABLE OF CONTENTS

Cover Letter:	CL
Consultant's Background:	1
Quality Assurance.....	2
ISO 9001:2015 Certification.....	2
Subconsultant Resources	3
Qualifications and Experience of Consultant's Personnel:	4
Employees.....	4
Inspectors.....	4
Washout Crews.....	4
Painting Crews.....	4
Repair/Service Crews	4
Project Management.....	4
Management Team	5
SUEZ Certified Field Personnel.....	5
Water System Consultants.....	6
Customer Account Specialists.....	6
Engineering.....	6
Project Approach:.....	7
SUEZ Service Centers.....	8
Proposed Personnel:	8
References:.....	9
Schedule and Schedule Control:.....	10
Appendix	A



COVER LETTER:

April 21, 2021

Mr. Cesar Roldan
Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Roldan,

We sincerely thank you for the opportunity to submit herewith our cover letter to participate in the City of Huntington Park's *Request for Proposal for Cottage Reservoir Rehabilitation at Well 15*.

Since the advertisement of the Request for Proposal, our team has collaborated in efforts to produce a plan that will meet all of the desired needs of the City of Huntington Park—as highlighted within the body of the advertisement.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THE REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Once again, we thank you for the opportunity to submit our proposal response and look forward to the potential of a beneficial long-term partnership with the City of Huntington Park.

Sincerely,



Mr. Brian Kelleher
Vice President (Central Region)
Phone: (713) 458-0024
Email: brian.kelleher@suez.com

Mr. Keith Jones
Water System Consultant (Southern California)
Phone: (702) 461-4966
Email: keith.jones@suez.com

CONSULTANT'S BACKGROUND:

As the largest provider of water storage tank asset maintenance programs for the potable water industry within the United States, Utility Service Co., Inc. (a SUEZ company)—referred to hereinafter as “SUEZ”—provides water and wastewater utility clients with specialized programs and valuable services to assist them with the suitable management of their critical assets. Our goal is to provide the highest value of services possible to allow clients to invest capital and operating funds for the maximum benefit of their fixed distribution water assets and to build a long-standing partnership—ultimately ensuring the successful maintenance of water distribution system assets.

SUEZ focuses on providing sustainable asset management, water quality and conservation services, and our specialized solutions to the United States water industry. Since 1963, our team has provided a full range of potable water storage tank maintenance services. We extended the value of services offered to our many clients with the revolutionary SUEZ Tank Asset Maintenance Program in 1985—allowing clients to transfer all future risks of asset ownership—including all repairs, rehabilitation, and maintenance—to SUEZ. These asset maintenance programs provide our many valued clients with long-term sustainability and operational support.

In 2008, Utility Service Co., Inc. was acquired by SUEZ—expanding our capabilities and resources with some additional global resources, advanced technologies, information systems, and strategic solutions that are necessary to address the current challenges facing water and wastewater utilities. Leveraging the extensive knowledge and lessons learned from both our parent and sister companies around the world, we are now able to offer even greater innovative solutions. As part of our mission to address the critical water resource challenges facing the planet, we deliver advanced solutions to minimize all capital and operational expenses, improve system operations and performance, and extend the useful life of utility assets to ultimately improve the water distribution system's quality.



Our background and experience with all tank styles and sizes allow us to comfortably accept the ongoing maintenance obligations that are associated with all water storage tanks. SUEZ protects over 8,000 assets nationally with full-service maintenance and asset management programs. These ongoing programs center on long-term partnerships with our many clients—ultimately utilizing a consultative philosophy to solving any problems that may arise.

With major service centers located across the country to provide dependable and efficient responses to our valued clients, our local presence and highly qualified crews deliver the high-quality results expected by our many clients. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water systems and infrastructure in the State of California and the western region of the United States—ensuring that water system assets are both protected and maintained on an ongoing and consistent basis.

QUALITY ASSURANCE

All work, surface preparations, and coatings applied are completed in accordance with:



- Manufacturer's Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

All work will be completed in adherence with all federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards—as well as all State of California rules and regulations pertaining to potable water storage tanks. SUEZ provides ongoing support and direction to meet these ever-changing environmental regulations.

ISO 9001:2015 CERTIFICATION

Additionally, we are very proud to announce that we were awarded the ISO 9001:2015 Certification from Bureau Veritas. This certificate affirms that our operation and quality management systems adhere to the requirements as set forth by the International Organization for Standardization (ISO).

The ISO 9001:2015 Certification validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients' quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS—which are contained within seven (7) clauses, including:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement



SUEZ's ISO 9001:2015 Certification can be provided upon request

Subconsultant Resources

SUEZ will utilize the following trusted, qualified subconsultants to assist with the Cottage Reservoir Rehabilitation at Well 15 project:

Simpson Sandblasting and Specialty Coatings, Inc.

Simpson Sandblasting and Specialty Coatings, Inc. (Simpson Sandblasting) specializes in sandblasting and painting water storage reservoirs, pump stations, clarifiers, digesters, bridges, concrete reservoirs, and water treatment plants—as well as elevated and petroleum tanks. With over 60 years of experience in the industry, Simpson Sandblasting is built upon knowledge, experience and diversity. All employees are OSHA-certified to remove and handle lead-based paint. Also, Simpson Sandblasting is one (1) of the few companies that is equipped and experienced to remove and apply coal tar enamel—as well as other specialized coatings on the west coast.



Some of the key features associated with Simpson Sandblasting include:

- SSPC QP1 Certification (Field Application to Complex Industrial and Marine Structures)
- SSPC QP2 Certification (Field Removal of Hazardous Coatings)
- C-33 Licensed California Contractor (#878060)
- Minority Business Enterprise (MBE)
- Small Business Enterprise (SBE)
- Experience with all coating manufacturers
- Long-standing partner of SUEZ for more than ten (10) years
- California-based production center for all field operations
- Website: <http://simpsonsandblasting.com>

Vertical Access, Inc.

Vertical Access, Inc. (VAI) is a contractor specializing in unique, complex projects that require highly skilled, well-trained crews. VAI is finding solutions to the most challenging projects—from scaffolding for heavy construction projects to both hi-rise and commercial scaffolding. VAI utilizes a uniquely designed scaffold that has become known as one (1) of the safest available within the industry for containment projects.



Some of the key features associated with VAI include:

- Certified Scaffold Trained
- Scaffold & Access Industry Association (SAIA)
- California Contractors License (#869223)
- MBE (#SC30824)
- SBE (#173280)
- Website: <http://vaiwest.com/>

QUALIFICATIONS AND EXPERIENCE OF CONSULTANT'S PERSONNEL:

SUEZ—a C-Corporation—employs over 700 dedicated professionals and qualified experts that have extensive experience in asset management, project management, and technology development.

EMPLOYEES

- Number of direct employees: 703
- Number of Professional Engineers on staff: Six (6)
- Number of Certified Welders on staff: 42
- Number of independent subcontractors: 96+ nationwide

INSPECTORS

- Number of NACE-Certified Inspectors on staff: 59
- Number of SSPC-Certified Inspectors on staff: 50
- Average years of experience for an inspector: 15 years
- Inspectors are NACE-certified, in-house employees

WASHOUT CREWS

- Number of washout crews: 30+
- Average number of people on a washout crew: Three (3)
- Average years of experience for a washout crew member: Nine (9) years
- Washout crew members are in-house employees

PAINTING CREWS

- Number of painting crews: 120+
- Average number of people on a painting crew: 4-5 (small jobs); 6-10 (large containment projects)
- Average years of experience for a painting crew member: Five (5) years
- Average years of experience for a foreman or subcontracting company owner: 15-20 years
- Painting crew members are both in-house employees and independent subcontractors

REPAIR/SERVICE CREWS

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Repair/service crew members are both in-house employees and independent subcontractors

PROJECT MANAGEMENT

Project managers for the western region of the United States operate under the oversight of their regional management team—as well as their respective line of business—to help control the costs, keep projects on schedule, and communicate with our clients to execute project objectives.

- **Mr. Bill Hammond**—Service Center Manager (Ontario, CA)—has over 25 years of experience in tank maintenance and will serve as the Project Manager for the City of Huntington Park.

MANAGEMENT TEAM

The SUEZ management team is committed to providing valuable services to our clients and improve the operability of water systems in the safest and most cost-effective manner. The main goal of the SUEZ management team is to provide full asset management solutions to our clients—from services provided by certified field personnel to one-on-one, individualized support and assistance meeting regulatory compliance. The team is also passionate about progressively building SUEZ with talented professionals that are committed to serving our many valued clients—ultimately setting the strategy that guides our business and delivers the high-quality results and innovation that is expected by all SUEZ clients. The SUEZ management team is also committed to supporting the long-term financial stability of our clients by: offering the ability to spread the cost of initial renovations over an extended period of time, assisting in budgetary planning efforts, and utilizing long-term contracts to control project costs. The SUEZ management team includes highly experienced individuals in both asset maintenance and management for the water and wastewater industry. The following individuals are experts in their respective fields:

- **Mr. Brian Kelleher**—Vice President (West Region)—possesses over 15 years of experience in environmental operations and business development with a B.S. in Business Administration, Marketing, & Social Sciences—supplemented by a minor in Pre-Law—from Clarkson University.
- **Ms. Nichole Grasma**—Director of Sales (West Region)—has over 24 years of experience with over ten (10) years specializing in the water, wastewater, and asset management industries. She has a B.S. in Animal Science, Chemistry, & Microbiology from South Dakota State University.
- **Mr. Brad Winkeler**—Director of Operations (West Region)—has over 15 years of experience in asset maintenance with a B.S. in Mechanical Engineering from Southern Illinois University-Edwardsville. He is a NACE Level III (3) Certified Coating Inspector (#27255) Inspector—as well as SSPC C-3 and C-5 Certified. Mr. Winkeler works directly with service center managers and inspectors to plan and execute the renovation work and maintenance services under our asset maintenance program—providing his expertise and support directly to clients.
- **Mr. Jonathan Cato**—Senior Vice President (Lines of Business, Operations, & Engineering)—possesses over 15 years of experience in water tank asset management and holds a degree in Materials Science Engineering from the Georgia Institute of Technology (Georgia Tech).
- **Mr. David Forrester**—Vice President (Tanks & Water Quality)—has over 17 years of experience in water tank asset management with a degree in Civil Engineering from Georgia Tech.
- **Ms. Kerri deFriess**—Customer Service Manager—possesses over 20 years of experience in the customer service industry and oversees all operations associated with the SUEZ Customer Account Specialist team.

SUEZ CERTIFIED FIELD PERSONNEL

The SUEZ team of full-time, certified field personnel hold credentials from training, certifications, and practical experience gained from work within the industry. Certified field personnel are on-site throughout both the renovation and maintenance process; they will monitor, inspect, measure, document, and advise crews to ensure the work performed and completed meets the highest level of quality. Our teams also help keep project schedules and completion on-time and cost-effective.

- **Mr. Bill Hammond**—Service Center Manager (Ontario, CA)—is a NACE Level III (3) Certified Coatings Inspector (#7839) and will conduct all inspection work for the City of Huntington Park.

WATER SYSTEM CONSULTANTS

SUEZ's Water System Consultants are unmatched in their experience and knowledge in the potable water and asset management industry—as well as the regions they service. SUEZ Water System Consultants are local resources, and they reside in their respective territories to provide quick response times to our clients and specialize in the issues facing the communities they serve. Their approach centers on our clients and their environments—aiming to respond to their priorities for sustainable development and a high-quality water distribution system.

- **Mr. Keith Jones**—Water System Consultant (Southern California)—has 34 years of experience and is certified to climb and inspect tanks. He is available to the City of Huntington for project consultation, to answer questions, provide information about other services, and serve as a constant resource in all aspects of water systems, maintenance, and asset management.

CUSTOMER ACCOUNT SPECIALISTS

Timely support is essential to the successful management of water distribution system assets. With over 50 years of combined experience working with our valued clients, our skilled team of Customer Account Specialists is dedicated to supporting the municipal and industrial water and wastewater system clients. The SUEZ Customer Account Specialists provide all financial information based on each client's fiscal year to aid with the budget planning and serve as the primary point of contact for emergency repairs—as well as service requests outside of the regularly scheduled maintenance. Customer Account Specialists provide insurance information, inspection reports, service records, contract documents, and safety information—as well as other documentation—to assist our clients with regulatory reporting and compliance.

- **Ms. Carolyn Griner**—Customer Account Specialist (West Region)—has 25 years of experience and will serve as the dedicated Customer Account Specialist for the City of Huntington Park. Her experience and expertise allow her to provide customized support and effective solutions. Ms. Griner can be reached via telephone at **(800) 942-0722**.

ENGINEERING

Led by **Mr. Jason G. Saylor, P.E.**—Director of Engineering—our extensively experienced engineering team serves as the technical resource for the company by providing the engineering support for all areas of our asset management programs. The engineering staff possesses more than 30 years of combined experience with both the evaluation and maintenance of water distribution system assets and water treatment facilities. The engineering staff also provides the project support through the development of technical engineering documents that may be required for the delivery of projects—including the technical installation details, any required permitting for regulatory compliance, and project plans needed to implement the asset maintenance services.

- **Mr. Jason G. Saylor, P.E.**—Director of Engineering—has over 26 years of experience and is a Licensed Professional Engineer in the State of California (#C-85043).
- **Mr. Petar Kovacevic, E.I.T.**—Project Engineer III (3)—has over eight (8) years of experience with a degree in Civil Engineering Technology from Southern Poly-Technical State University.
- **Ms. Christie Houseman, P.E.**—Project Engineer II (2)—has over seven (7) years of experience with both a B.S. and M.S. in Environmental Engineering from Mercer University.

PROJECT APPROACH:

The focus of the renovation will be based on the overall renovation schedule supplied within the City of Huntington Park's RFP. Upon arrival to the site, the company will install the required and specified door sheet to allow access to the water storage tank's interior. Access will allow for the intensive and complete inspection of the roof and superstructure—as identified within the City of Huntington Park's RFP specifications. Inspections will be completed by personnel educated and familiar with all NACE, SSPC, AWWA, and local guidelines and requirements.

Upon completion of the inspection of the interior of the water storage tank, our qualified crews will begin the process of specified repairs and interior renovations to the tank. Repairs and renovations will be completed in the manner specified—as well as in accordance with all governing specifications and guidelines. During the interior renovation processes, in-depth quality control measures will be implemented to ensure that all applications are conforming to NACE, SSPC, NSF, AWWA, and local guidelines and requirements.

Upon completion of all repairs and interior renovations, the door sheet will be reinstalled by qualified personnel and radiographic testing will be performed to ensure that all welds are both sufficient and water-tight. Erection of the containment system will be completed and installed in accordance with specifications allowing for the exterior renovation process to begin. The exterior renovation quality control process will be thorough and ensure that application is conforming to NACE, SSPC, AWWA, and local guidelines.

Upon the completion of the exterior renovation, the containment structure will be removed, and the water storage tank will be cleaned and disinfected in accordance with all AWWA guidelines. Upon completion, the City of Huntington Park's tank will be made water-tight and ready for service post bacteriological testing performed by the City of Huntington Park.

SUEZ will deploy over 100 years of personnel experience both on-site and in support of this project. Managing and maintaining water storage tank assets has been at the core of our business since its formation in 1965. Our experience managing over 4,000 water storage tank assets nationwide will be key in making this project a success for the City of Huntington Park and SUEZ.

Within the *Schedule and Schedule Control* section, the reviewer will find a detailed schedule of the deployment and renovation schedules while on site in the City of Huntington Park. The dates used are for example only—as the SUEZ deployment to the site will be officially scheduled upon further discussion with the City of Huntington Park upon award of the contract.



SUEZ SERVICE CENTERS

All tank maintenance services will be conducted by SUEZ personnel that are both trained and qualified to perform all visual and washout assessments—as well as all water tank rehabilitation, maintenance, repairs, and painting services—in accordance with any and all project specifications. Our NACE-certified field personnel will verify blasting, priming, and finish coat applications at critical phases of the project to ensure compliance with all project specifications and quality results.



SUEZ has 12 service centers strategically located throughout the United States to serve our many clients on a timely basis. The locations of these service centers include: Arkansas (1), California (2), Florida (1), Georgia (1), Illinois (1), Indiana (1), Kansas (1), Massachusetts (1), North Carolina (1), Ohio (1), and Texas (1). Our service center crews manage and maintain over 8,000 water distribution system assets for over 5,000 industrial and municipal clients nationwide. Our experienced teams include: 120+ paint crews, 30+ field service crews, 40+ certified welders, and other qualified support teams.

The primary service center supporting the City of Huntington Park is located in the City of Ontario, CA. With three (3) in-house crews and a team of six (6) subcontractor paint crews, the SUEZ service center team ensures that all projects adhere to all performance standards, schedule, and budget. Responsible for the successful maintenance and operability of hundreds of water storage assets in the western region of the United States, the team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water storage assets, systems, and infrastructure in the State of California.

This Southern California facility manages and maintains the operability of hundreds of water storage tanks under our asset maintenance program in the western region of the United States—from New Mexico to Washington. The service center is located at 2240 East Cedar Street, Ontario, CA 91761 and can be reached via telephone at (951) 487-6409.

- **Mr. Bill Hammond**—Service Center Manager (Ontario, CA)—serves as the principal in charge of managing the operations at this facility. He possesses specialized knowledge of water system infrastructure and conditions within the State of California and the western region of the United States. His expertise and insight into evaluating project costs ensure the City of Huntington Park that water system assets will be maintained and managed to the highest standard and in the most efficient and cost-effective manner possible.

PROPOSED PERSONNEL:

The summary, one (1)-page resumes for SUEZ's key personnel have been included—beginning on the following page of this response.

KEITH M. JONES

WATER SYSTEM CONSULTANT (SOUTHERN CALIFORNIA)



YEARS OF EXPERIENCE

- Over 34 Years Total

EDUCATION

- Environmental Health and Science, University of Florida, 1989.

AREAS OF SPECIALIZATION

- Water Treatment
- Water Distribution
- Budgeting & Rate Setting
- Safety & Security

PROFESSIONAL CERTIFICATIONS

- Grade III (3) Treatment and Distribution License
 - State of California
- Grade II (2) Treatment and Distribution License
 - State of Nevada
- Emergency Management Certificates
 - NIMS ICS (700.a, 100.a, 200.b, 100.PWb, 100.HCb)
 - IS 800.b NRF
 - IS-860a NIPP
 - IS-821 CIKR
 - IS-520
- American Society of Association Executives (ASAE)
 - Association General Management Certification
- National Rural Water Association (NRWA)
 - National Certified Utility Manager
- Florida State University
 - Applied Groundwater Hydrology Certification

PROFESSIONAL TRAINING

- Tom Hopkins – Sales Boot Camp

OFFICE ADDRESS

- 16 Daisy Meadow Terrace, Henderson, NV 89074

KEY QUALIFICATIONS

Mr. Keith Jones serves as a dedicated Water System Consultant (Southern California) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for project consultation, to answer questions, provide information about any other services, and serve as a constant resource in all aspects of water system asset maintenance. Mr. Jones specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Water System Consultant (Southern California)

2017–Present

- Responsible for the sales and marketing of highly valued solutions for potable water quality management through asset management/maintenance programs
- Responsible for sourcing and developing client relationships and referrals
- Responsible for building an effective reputation within the industry through organization involvement and training seminars
- Develops and implements effective strategies to capitalize on opportunities in his territory
- Utilizes all products and services available to create SUEZ separation from the competition
- Lead-generation and creation of opportunities through the established SUEZ Advanced Solutions | Utility Service Co., Inc. Sales Process
- Performs industry-standard condition assessments on all types of potable water assets
- Manages existing customer base utilizing relationships to grow new business accounts
- Creates and implements new marketing promotions and strategies to gain market share
- Works directly between Line of Business (LOB) team(s) for each product line and client to close deals and identify opportunities
- Comprehensive knowledge of asset management and maintenance programs for the potable water, wastewater, and utility industry
- Sales development, project planning, and management for water, wastewater, municipal, industrial, and commercial customers

CALIFORNIA RURAL WATER ASSOCIATION

Specialist (Water Efficiency, State Revolving Fund, & Training) | Marketing Coordinator 2010–2017

- Develop a marketing strategy to help association reach its long range plan and goals
- Provide on-site technical assistance to drinking water systems
- Provide water treatment and distribution, drinking water system security, community-based water resiliency, emergency response planning, and community-wide threat and risk assessment training

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- National Training Coalition | Project Manager
- National Rural Water Association | Project Manager

BILL HAMMOND

SERVICE CENTER MANAGER (ONTARIO, CA)



YEARS OF EXPERIENCE

- 25 Years Total
- 25 Years in the Water, Wastewater, and Asset Maintenance Industries

AREAS OF SPECIALIZATION

- Asset Management
- Asset Maintenance
- Painting and Coatings
- Steel/Metal Coating Systems
- Concrete Coating Systems
- Personnel Management
- Supervisory and People Skills

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III [3] Certified Coatings Inspector (#7839)
- Society for Protective Coatings (SSPC) C3/C5 Supervisor/Competent Person for De-leading of Industrial Structures (Lead Abatement Certification)

PROFESSIONAL TRAINING

- Occupational Safety and Health Administration (OSHA) 10-Hour Training Program
- Scaffolding and Fall Protection
- Confined Space Awareness
- Aerial Lift Platform Operations
- First Aid | CPR

OFFICE ADDRESS

- 2240 E Cedar Street, Ontario, CA 91761

KEY QUALIFICATIONS

Mr. Bill Hammond serves as a Service Center Manager (Ontario, CA) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is primarily responsible for presenting, managing, and supervising the renovation and maintenance of water system assets—as well as for oversight of all services provided by SUEZ Advanced Solutions | Utility Service Co., Inc. in-house and in the field. Mr. Hammond specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Service Center Manager (Ontario, CA)

2006–Present

- Complete oversight of SUEZ's two (2) West Region Service Centers—located in the City of Ontario and the City of Rancho Cordova
- Assess project/resource requirements and coordinate/schedule the work with owners
- Supervision of the mechanical repairs, upgrades, painting and project coating portions
- Ensure that all health and safety regulations are adhered to

ROBISON-PREZIOSO, INC.

Superintendent | Project Manager

2003–2006

- Coordinated, scheduled, and planned coating projects
- Coordinated sub-contractor resources
- Developed safe work plans and track budgets
- Monitored safety and quality control (QC) procedures in the field

SHELL OIL PRODUCTS – UNITED STATES WEST COAST

Inspector | Field Project Coordinator

1999–2003

- Surveyed and inspected shell oil tanks, pipelines, and marine terminals for corrosion-related repairs and maintenance work
- Evaluated existing conditions; determined repairs and preventative maintenance schedules
- Assisted engineers in project development stages to minimize cost and optimize schedules
- Evaluated budgets and determine priorities
- Developed work plans and inspection hold points
- Coordinated and inspected multiple contractors in multiple trades
- Coordinated shutdown work with operations to include safety procedures
- Provided final inspection document and reports for all projects

Foreman | Painter

1992–1999

- Directed and supervised major painting projects and activities of project personnel
- Working knowledge of surface preparation methods and equipment
- Highly specialized skills in lead abatement—including containment design and equipment
- Extensive knowledge of various coating systems—including plural component materials, fiberglass reinforced systems, and Thermal Arc applied metalized coatings
- Extensive knowledge of various coating systems to include plural component design and equipment

BRIAN KELLEHER

VICE PRESIDENT (WEST REGION)



YEARS OF EXPERIENCE

- 13 Years Total

EDUCATION

- B.S., Business Administration, Clarkson University.
- B.S. Social Sciences, Clarkson University.

AREAS OF SPECIALIZATION

- Business Development
- Water and Wastewater Management Facilities
- Strategic Planning
- Process Improvements
- Customer Satisfaction
- Business to Business (B2B) Sales Administration
- Operations Direction
- Team Leadership
- Account Management
- Product Design
- Profit and Loss (P&L) Leadership

OFFICE ADDRESS

- 535 Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Mr. Brian Kelleher serves as the Vice President (West Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for all sales and operations activities within the region. Mr. Kelleher specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services. He has also managed multiple multi-million-dollar biosolids clients/contracts throughout the State of California and Mid-Atlantic Region.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Vice President (West Region)

2019–Present

- Responsible for all sales and operations activities in the West Region—including two (2) service centers providing products and services to enhance the distribution and treatment systems for municipal water and wastewater clients. He is also responsible for industrial water handling assets—as well as a regional sales team of territory managers and in-field technical assistance personnel.

SYNARGO

Director of Operations (Compost Services & Inbound Compost Sales)

2017–2018

- Managed operations for multiple composting facilities and client portfolio management.
- Responsible for managing all incoming feedstocks and materials for four (4) permitted composting facilities on the west coast.
- Restructured current contracts and established new contracts for the west coast facilities portfolio.

MCGILL ENVIRONMENTAL SYSTEMS

Industrial Services Manager | Dewatering Manager

2009–2017

- Directed and facilitated industrial operations at this international environmental company that engaged in composting, soil remediation, soil services, environmental cleanup, and recycling.
- Managed response teams for Fortune 500 companies and a highly valued fleet of equipment.
- Headed critical filtration and solid separation projects and contracts, assuming full P&L responsibility, budget oversight, and subcontractor management.
- Owned front-line leadership and interaction with a wide customer base of townships, municipalities, industrial facilities, property developers, and public utilities.
- Drove B2B sales and business development initiatives to lead product and brand innovation for industrial services; prepare studies for capital improvement projects.

BRIAN WOODRING

DIRECTOR OF SALES (WEST REGION)



YEARS OF EXPERIENCE

- Thirteen (13) Years Total in the Water, Wastewater, and Asset Maintenance Industry

EDUCATION

- B.A., History, Arkansas State University.

AREAS OF SPECIALIZATION

- Water Distribution Systems
- Asset Maintenance
- Asset Management
- Asset Condition Assessment
- Business Development
- Operations Management
- Project Management
- Training and Development
- Occupational Safety and Health Administration (OSHA) Compliance

PROFESSIONAL ASSOCIATIONS

- OSHA

PROFESSIONAL TRAINING

- OSHA Safety Training (30-Hour Program)

OFFICE ADDRESS

- 12748 US Highway 70, Proctor, AR 72376

KEY QUALIFICATIONS

Mr. Brian Woodring serves as a Director of Sales (West Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for the asset management and maintenance of all facets and components for water and wastewater infrastructure in the industrial and municipal markets. Mr. Woodring is also responsible for the sales performance and training of the Water System Consultants (WSCs) in the West Region. He specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Director of Sales (West Region)

2019–Present

- Responsible for the performance of WSCs within the West Region of the United States
- Provides coaching to improve sales and performance
- Prepares individual and team action plans to generate new sales leads and penetrate new markets
- Plans and manages regional customer portfolios based on market development strategy
- Leads management of key client accounts within the West Region of the United States

MAGNOLIA RIVER SERVICES

Senior Inspection Manager

2017–2019

- Built and managed new Water Distribution Inspection Line of Business (LOB)
- Managed day-to-day operations, client expectations, overall inspector work-flows, and allocation of manpower resources—where needed—to maintain project standards
- Developed a training program for new Water Distribution Inspectors which focused on client standards and knowledge of region-specific specifications
- Instituted LOB-specific work-flows and standard operating procedures (SOP) for water distribution inspection
- Designed and implemented as-built and geographic information system (GIS) collection procedures to meet all client needs and expectations

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Water System Consultant (State of Arkansas)

2011–2017

- Provided the leadership for developing, implementing, and managing personalized asset management plans for State of Arkansas municipalities and public water systems
- Developed an education seminar program to educate both state and local government regulatory bodies—as well as internal leadership
- Served as the lead presenter—providing metrics reporting for the education program
- Trained on-boarding sales staff to effectively sell asset management program solutions to both internal and external clients

BRADLEY F. WINKELER, P.E.

DIRECTOR OF OPERATIONS (WEST REGION)



YEARS OF EXPERIENCE

- 15 Years Total

EDUCATION

- B.S. Mechanical Engineering, Southern Illinois University-Edwardsville.

AREAS OF SPECIALIZATION

- Asset Condition Assessment
- Project Specification
- Project Coordination and Execution
- Site Safety Standards
- Occupational Safety and Health Administration (OSHA) Compliance
- Quality Assurance / Quality Control (QA/QC)
- Field Engineering
- Change Order Management
- Engineering
- Metals and Corrosion
- Coatings Assessment
- Water Tank Inspection
- Strong Problem-Solving Skills

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coating Inspector (#27255)
- Licensed Professional Engineer (P.E.)
 - State of Illinois
 - State of Iowa
 - State of Nebraska
 - State of Arkansas
 - State of Tennessee
 - State of Missouri

OFFICE ADDRESS

- 535 Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Mr. Brad Winkeler, P.E., serves as the Director of Operations (West Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. He is responsible for the performance of the West Region Service Centers. Mr. Winkeler specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet all established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience managing large client accounts, including American Water locations across the nation—while also being sensitive to the needs of smaller clients—qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Director of Operations (West Region) | Project Manager

2012–Present

- Effectively manages West Region operations to provide quality water tank services
- Responsible for the performance of the West Region Service Centers
- Provides coaching/assistance to optimize operational efficiency/quality of service delivery
- Ensures all service centers administer yearly safety training and follow the proper safety protocols throughout all work stages and processes
- Introduces and sustains operational efficiencies while managing operational costs

Key Account Manager | Engineer

2006–2012

- Coordinated, managed, and inspected high-profile water tank renovation projects
- Client Representative who provided knowledge and experience to recognize structural, sanitary, and safety issues concerning potable water tanks and towers
- Visual and washout inspection of potable water storage facilities
- Provided specifications for water tank renovation projects
- Coordinated and managed water tank renovation projects

RED BUD INDUSTRIES

Technician

2005–2006

- Active participant in the design, assembly, and customer service phases of the Red Bud steel coil processing lines
- Provided quality service and repair to clients' lines throughout the United States—as well as in other countries
- Specialized in the assembly and installation of the Red Bud stretcher leveler

JONATHAN CATO

SENIOR VICE PRESIDENT (LINES OF BUSINESS, OPERATIONS, & ENGINEERING)



YEARS OF EXPERIENCE

- 25 Years Total
- 15 Years in Water Storage Tank Asset Maintenance and Management
- Ten (10) Years of Chemical Engineering – Mining Industry

EDUCATION

- B.S. Materials and Fiber Engineering, Georgia Institute of Technology.

AREAS OF SPECIALIZATION

- Steel Water Storage Tank Asset Management and Maintenance
- Concrete Asset Management and Maintenance
- Construction Management and Maintenance
- Contract Management
- Financial Analysis
- Financial Estimating

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Society for Protective Coatings (SSPC)
- National Association of Corrosion Engineers (NACE)
- American Concrete Institute (ACI)

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Jonathan Cato serves as a Senior Vice President (Lines of Business [LOBs], Operations, and Engineering) for SUEZ Advanced Solutions | Utility Service Co., Inc. His experience pertaining to all aspects of executive and project management—coupled with his engineering background and tank maintenance experience—provide him with the ability to manage multiple areas of existing product offerings and direct clients toward the future and SUEZ's new service offerings. Mr. Cato specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS | UTILITY SERVICE CO., INC.

Senior Vice President (Lines of Business, Operations, & Engineering)

2019–Present

- Responsible for all lines of business, operations, and engineering services across all regions of the company

Senior Vice President (Lines of Business)

2012–2019

- Responsible for all lines of business across all regions of the company

Vice President (Operations)

2009–2012

- Responsible for the operations of all Service Centers across all regions of the company

General Manager (Contracting Division)

2002–2009

- Responsible for all estimating and project management for publicly bid tank projects nationwide

Project Manager | Lead Estimator

2000–2002

- Responsible for all estimating and project management for publicly bid tank projects nationwide

THIELE KAOLIN COMPANY

Chemical Process Engineer

1990–1999

- Process improvement, new product development, and new process development—as well as water and wastewater environmental management

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- City of Atlanta, GA
- Birmingham Water Works Board, AL
- City of Philadelphia, PA

DAVID FORRESTER

VICE PRESIDENT (TANKS & WATER QUALITY)



YEARS OF EXPERIENCE

- 26 Years Total
- 13 Years in Asset Maintenance

EDUCATION

- B.S. Civil Engineering, Georgia Institute of Technology, 1989.
- A.S., Engineering Technology, Middle Georgia College, 1984.

OFFICE ADDRESS

- 1230 Peachtree Street NE,
Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. David Forrester serves as a Vice President (Tanks & Water Quality) for SUEZ Advanced Solutions | Utility Service Co., Inc. His experience with all aspects of project management—coupled with his engineering background and tank maintenance experience—provide him with the ability to manage multiple areas of our existing product offerings and direct our clients toward the future and SUEZ's new service offerings. Mr. Forrester specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct all of the work associated with the requested maintenance services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Vice President (Tanks & Water Quality)

2012–Present

- Profit and Loss (P&L) responsibility for all service lines covering eight (8) states in the southeastern region of the United States—over 2,500 potable water tanks representing 800+ municipalities currently under tank maintenance contracts, including renovations, repairs, inspections, condition assessment and emergency services

General Manager (Tank Maintenance)

2008–2012

- Managed condition assessment and asset maintenance activities for 5,000+ potable water storage tanks across the United States
- Led collaborative efforts to develop water quality improvement solutions in potable water storage tank assets

Vice President (Communications Construction)

2002–2008

- Responsible for a division the providing design and installation of engineered cellular installation solutions on elevated water towers across the eastern United States

KAOLIN MINING INDUSTRY

General Manager (Operations Management & Engineering)

1989–2002

- Managed the operations and engineering of mining for Kaolin within the State of Georgia

PROJECT EXPERIENCE

Direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries; some of these clients include:

- City of Raleigh, NC
- Fauquier County Service Authority, VA
- Prince William County Service Authority, VA
- City of Franklin, VA
- City of Winchester, VA
- Town of Warrenton, VA

JASON G. SAYLOR, P.E.

DIRECTOR OF ENGINEERING



LICENSED PROFESSIONAL ENGINEER

- State of California
#C-85043

YEARS OF EXPERIENCE

- 26 Years in Water, Wastewater, and Asset Maintenance

EDUCATION

- B.S., Civil Engineering, Pennsylvania State University (Penn State), 1995.

AREAS OF SPECIALIZATION

- Asset Management/Maintenance
- Infrastructure Improvement
- Construction Engineering
- Demolition/Field Engineering
- Building/Facility Engineering
- Quality Assurance/Quality Control (QA/QC)
- Budgeting & Cost Controls
- Contract Development
- Bidding/Contract Management
- Environmental Permitting
- Personnel Supervision

PROFESSIONAL CERTIFICATIONS

- Construction Specifications Institute (CSI) Construction Document Technologist

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Georgia Association of Water Professionals (GAWP)
- American Society of Civil Engineers (ASCE)
- Water Environment Federation (WEF)

PROFESSIONAL TRAINING

- Occupational Safety and Health Association (OSHA) Construction Safety and Health Compliance
- Confined Space Awareness
- Hazardous Communications
- First Aid | CPR

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Jason Saylor, P.E., serves as the Director of Engineering for Utility Service Co., Inc. He is responsible for leading and directing the engineering team in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing engineering support services that produce the high-quality results expected from our many valued clients. Mr. Saylor and the engineering team provide full support of asset management and maintenance programs through:

- Assisting clients with completion of required documents to gain local, state, and federal approvals of projects.
- Developing technical and operational improvements to enhance delivery of services.
- Preparation and review of project designs, specifications, installation details, engineering reports, and condition assessment reports.
- Review and support of both operational and project delivery plans
- Coordinating the engineering department with the Lines of Business (LOBs), Product Managers, and Regional Management Teams to develop project plans.
- Coordinating the procurement, design, and improvement of specialized equipment with the LOB Leaders and the Director of Operations (DOS).
- Assisting the LOB Leaders and Sales Teams to negotiate project scope, specifications, and costs with external and internal customers, engineering firms and others.
- Reviewing permits, submittals, drawings, and providing PE approval.
- Developing departmental budgets and monitoring performance to budget.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE CO., INC.

Director of Engineering

2013-Present

- Direct oversight and leadership of engineering team
- Technical support for asset management/maintenance projects
- Corporate engineering engagement in LOB development, project delivery, QA/QC, capital improvements, and operational planning.

HERBERT, ROWLAND, AND GRUBIC, INC.

Regional Service Group Manager

2001-2013

- Provided oversight and leadership to regional engineering team for project planning, proposal development, project designs, and project delivery.
- Provided oversight and direction to project field personnel for construction project delivery
- Developed company-wide standards and documents for control and management of construction projects.

PROJECT EXPERIENCE

Mr. Jason Saylor, P.E., has direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries. He and his engineering team provide related engineering services for all aspects of the asset management program, including—but not limited to:

- Condition Assessments
- Evaluation of Asset Performance
- Development of Asset Maintenance and Repair Plans
- QA/QC of Asset Maintenance/Management Project Scopes

PETAR KOVACEVIC, E.I.T.

PROJECT ENGINEER III (3)



YEARS OF EXPERIENCE

- Eight (8) Years Total

EDUCATION

- B.S., Civil Engineering Technology, Southern Poly-Technical State University, 2012.
 - GPA: 3.24

AREAS OF SPECIALIZATION

- Engineering Services
- Strategic Planning
- Strategic Analysis
- Leadership

PROFESSIONAL ASSOCIATIONS

- American Society of Civil Engineers (ASCE)

AREAS OF SPECIALIZATION

- AutoCAD (Computer-Aided Design)
- AutoCAD Piping & Instrumentation Design (P&ID)
- Russian and Montenegrin Fluency in AutoCAD Civil
- Autodesk Inventor
- GT-Strudl 31
- Q Basic
- Nitro PDF
- STARK ES (2009)
- Microsoft Office

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mr. Petar Kovacevic serves as a Project Engineer III (3) for Utility Service Co., Inc. He is an eager and motivated Engineer with experience in both managerial and technical positions. Mr. Kovacevic has a demonstrated ability to work independently with limited supervision, while also thriving in team settings. He also excels under pressure in environments that require both attention-to-detail and adherence to deadlines. Mr. Kovacevic specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. His extensive experience qualifies him to conduct the work associated with the requested asset maintenance services.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE CO., INC.

Project Engineer III (3)

2015–Present

- Responsible for obtaining the construction permits for potable water storage tank asset renovations and upgrades in the United States
- Perform inspections and evaluate structural integrity of existing water storages
- Create new permitting procedures/standards to increase productivity/avoid costly delays
- Coordinate installation and perform startup of dewatering equipment upgrades at the Cedar Creek Wastewater Treatment Plant (WWTP) in New York—improving dewatering capability of belt filter press and reducing sludge hauling costs
- Provide both aeration and mixing systems recommendations for water storage assets, improving Trihalomethane (THM) by-product levels to an acceptable range
- Provide ongoing technical support and help with troubleshooting of dewatering equipment

AWNEX, INC.

Project Engineer

2014–2015

- Created/reviewed full fabrication drawings for architectural enhancement bolt-on systems
- Finished product evaluations—structural weld inspections, laboratory material tests, etc.
- Finalized installation drawings with engineering specifications for canopy/awning systems
- Aided in development of new products for clients—McDonald's, Taco Bell, Chick-fil-A, etc.
- Provided technical support for installation crews

SATKO ALLIANCE, LLC (MOSCOW, RUSSIAN FEDERATION)

Structural Engineer

2013–2014

- Completed structural drawings and calculations for a ten (10) story residential building (K-12) and a 20-story residential building (K-4)
- Rebar inspections, review of site super reports, and 3-D structural analysis
- Prepared structural drawing sets and engineering specifications
- Adhered to all of the latest structural standards and codes in Moscow (СНиП)

ECOLOGIX ENVIRONMENTAL SYSTEMS, LLC

Project Engineer | Civil Engineer

2012–2013

- Managed initiatives for a diverse range of clientele; projects ranged from \$100K–\$2.3M
- Full programming and installation of the secondary waste water treatment system
- Prepared proposals for packaged waste water treatment plants and equipment
- Completed a turnkey WWTP for Indiana's Fair Oaks Dairy Farms and a secondary WWTP for a mining camp in West Guinea
- Structural design of pump stations, hydraulic design/analysis, concrete slab design, P&ID drawings, installation drawings, equipment control logic, and supervision of all resources

CHRISTIE L. HOUSEMAN, P.E.

PROJECT ENGINEER II (2)



YEARS OF EXPERIENCE

- Seven (7) Years in the Water, Wastewater, and Asset Maintenance Industry

EDUCATION

- M.S., Environmental Engineering, Mercer University, 2015.
 - GPA: 3.812
- B.S., Environmental Engineering, Mercer University, 2015.
 - Minor: Sociology
 - GPA: 3.884

AREAS OF SPECIALIZATION

- Gravity Sewer Design
- Industrial Pretreatment
- Proposal Drafting
- Utility Permitting
- Process Experience
- Strong Technical Writing
- Erosion, Pollution, and Sediment Control
- Construction Plan Production

PROFESSIONAL CERTIFICATIONS

- Licensed Professional Engineer (P.E.)
- Georgia Soil and Water Conservation Commission (GSWCC) Level II (2) Certified Plan Reviewer

SOFTWARE PROFICIENCIES

- AutoCAD (Computer-Aided Design)
- ArcGIS (Geographic Information System)
- Civil 3D
- Microsoft Office

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

KEY QUALIFICATIONS

Mrs. Christie Houseman serves as a Project Engineer II (2) for Utility Service Co., Inc. She is an ambitious, hardworking, and dependable project engineer with four (4) years of experience in the municipal sector. Mrs. Houseman consistently completes projects within budget and ahead of schedule. She has also officially earned her Professional Engineer (P.E.) designation after passing the P.E. Exam in 2019. Mrs. Houseman specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's many valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

UTILITY SERVICE CO., INC.

Project Engineer II (2)

2018–Present

- Prepare project designs, technical documents, drawings and permit applications
- Evaluate regulatory standards related to principle businesses and communicate with Operations and Service Centers to convey necessary utility renovations/rehabilitation
- Support implementation of Engineering Department strategies to standardize processes, procedures, and designs
- Work directly with State agencies to obtain approvals for proposed utility construction
- Assist utilities with project management of capital improvement projects

RINDT-MCDUFF ASSOCIATES, INC. (RMA)

Project Engineer I (1) – Municipal Water & Wastewater

2017–2018

- Served the design and drafting needs of several project managers within the municipal water and wastewater team
- Developed construction designs, drawings and utility system maps
- Accompanied project managers on site visits, bid openings, and client meetings
- Assembled competitive proposals to win additional work for the team
- Prepared programs, reports, and ordinances, as requested by clients
- Coordinated with and provided instruction to electrical and mechanical subcontractors
- Worked with vendors to select equipment best-suited for project designs

INTEGRATED SCIENCE AND ENGINEERING, INC. (ISE)

Engineer I (1) – Water & Wastewater

2016–2017

- Worked under the direction of project manager to address the research and design needs of both government and private clients
- Developed construction designs and drawings
- Conducted field investigations and prepare reports
- Participated in the research and selection of design equipment
- Prepared contract documents and technical specifications for bid
- Developed project cost estimates, as requested by client
- Secured all necessary permits, including—but not limited to—EPD permit for erosion, sedimentation, and pollution control, as well as railroad permits for utility crossings
- Assisted project manager in preparing preliminary assessments and designs to secure new company clients

KERRI DEFRIESS

CUSTOMER SERVICE MANAGER



YEARS OF EXPERIENCE

- 16 Years Total
- 16 Years in Customer Service
- One (1) Year in the Water and Wastewater Industry
- Seven (7) Years in Asset Maintenance
- 15 Years in Sales and Marketing
- 14 Years in Accounting, Finance, and Contract Management
- Seven (7) Years in Capital Projects and Expenses Management

EDUCATION

- B.B.A., Marketing, University of Georgia, 2004.

AREAS OF SPECIALIZATION

- Customer Service
- Sales
- Marketing
- Contract Management
- Accounting
- Finance
- Capital Projects
- Expenses Management
- Process Improvement
- Project Management

PROFESSIONAL CERTIFICATIONS

- Certified Apartment Manager (CAM)
- Real Estate License
- Fair Housing

PROFESSIONAL TRAINING

- First Aid

OFFICE ADDRESS

- 535 General Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Ms. Kerri deFriess serves as a Customer Service Manager for SUEZ Advanced Solutions | Utility Service Co., Inc. She is responsible for managing our team of Customer Account Specialists—who serve all SUEZ clients across all regions of the United States. Ms. deFriess specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. Her rather extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Customer Service Manager

2020–Present

- Guide a team of Customer Account Specialists in evaluating client needs and encouraging a client-focused approach in problem solving
- Create and provide training resources and develop new tools to improve efficiency
- Collaborate with all other departments to streamline processes and develop or improve policies and procedures that ultimately improve our effectiveness in meeting client needs
- Create reporting to communicate client activity to upper management team and sales to provide data that will be of value in terms of trends, strategy, and financial impact

Site Management Coordinator

2013–2020

- Contracted management for telecommunication collocations on water tower structures—including reviewing and processing contracts, amendments, exhibits, and addendums
- Performed accounts receivable (AR), accounts payable (AP), collections, reconciliations, and invoicing functions—in addition to managing annual, multi-million-dollar client split
- Streamlined processes and reduced costs in order to increase operational efficiency

ELEMENT NATIONAL MANAGEMENT / RAM PARTNERS, LLC

Property Manager

2006–2013

- Performed all aspects of multi-family real estate management—including the staffing, finances, accounting functions, marketing, customer relations, vendor bids, negotiations, training, resolving conflicts, and capital project management
- Managed revenue and expenses to meet controllable net operating income (CNOI) goals and adhere to approved budgets
- Identified all new developments and evaluated existing competition to compare property performance and adjust business strategies to remain competitive

JOB CORPS

Career Transition Specialist

2004–2006

- Provided post-program career services, transition assistance, and follow-up for the Job Corps graduates—servicing 70-100 graduates in up to 26 countries
- Evaluated the graduates' job skills and readiness and made recommendations for their successful transition into the workforce, school, or military
- Networked with local employers to facilitate placement opportunities for graduates

CAROLYN GRINER

CUSTOMER ACCOUNT SPECIALIST (WEST REGION)



YEARS OF EXPERIENCE

- 25 Years Total

AREAS OF SPECIALIZATION

- Communication
- Interpersonal Skills
- Leadership
- Problem Solving
- Budget Planning
- Regulatory Reporting
- Regulatory Compliance
- Sense of Urgency
- Ability to Accomplish Tasks
- Ability to Meet Deadlines
- Strong Verbal Skills
- Strong Writing Skills
- Issue Assessment
- Proactive Solutions

SOFTWARE PROFICIENCIES

- Oracle Database
- Salesforce
- Microsoft Office
 - Microsoft Excel
 - Microsoft OneDrive
 - Microsoft Outlook
 - Microsoft PowerPoint
 - Microsoft SharePoint
 - Microsoft Teams
 - Microsoft Word

OFFICE ADDRESS

- 535 Courtney Hodges Boulevard, Perry, GA 31069

KEY QUALIFICATIONS

Ms. Carolyn Griner serves as a dedicated Customer Account Specialist (West Region) for SUEZ Advanced Solutions | Utility Service Co., Inc. She is responsible for providing all of the financial information based on each client's fiscal year to aid with budget planning. She also serves as the point of contact for emergency repairs and service requests outside of regularly scheduled maintenance work. Ms. Griner provides insurance, inspection reports, service records, contract documents, and safety information—as well as additional documentation to assist clients with all regulatory reporting and compliance. Mrs. Griner specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet established deadlines, ultimately providing specialized services in a method that will produce the high-quality results expected from SUEZ's valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

SUEZ ADVANCED SOLUTIONS / UTILITY SERVICE CO., INC.

Customer Account Specialist (West Region)

2019–Present

- Respond to all client inquiries—external and internal—for information
- Provide additional support to Customer Service Team and Sales Team
- Provide customized support and specialized, effective solutions
- Keep client information current in IT systems and conduct proactive programs to ensure client satisfaction with products and service offerings
- Enter tasks in ERP (Oracle) and CRM (Salesforce) immediately after contact with client to ensure all departments have current info on clients.
- Prepare budget letters and send six (6) months prior to each client's fiscal year
- Provide forms of documentation to assist clients with regulatory reporting and compliance
- Prepare welcome letters to new clients
- Liaise with Sales Representatives to provide needed information to satisfy existing and prospective clients
- Incorporate salvaging efforts for clients considering canceling business
- Expedite the scheduling of any requested client meetings
- Liaise with Field Account Managers to ensure all needed actions are provided to satisfy clients' needs
- Follow up on complaints to ensure corrective actions are defined and the client is aware of our planned actions within 48 hours of complaint
- Liaise with Accounts Receivable and contact clients about delinquent billing
- Proactively contact clients according to standard operating procedures
- Prepare and monitor completion of needed addendums to contracts
- Liaise with the Operations Team—including Service Centers—as appropriate
- Perform administrative tasks for the department and the Sales Development Manager
- Provide reporting of Customer Service-related items to Manager on monthly basis
- Continually educate internal clients and peers on best practices

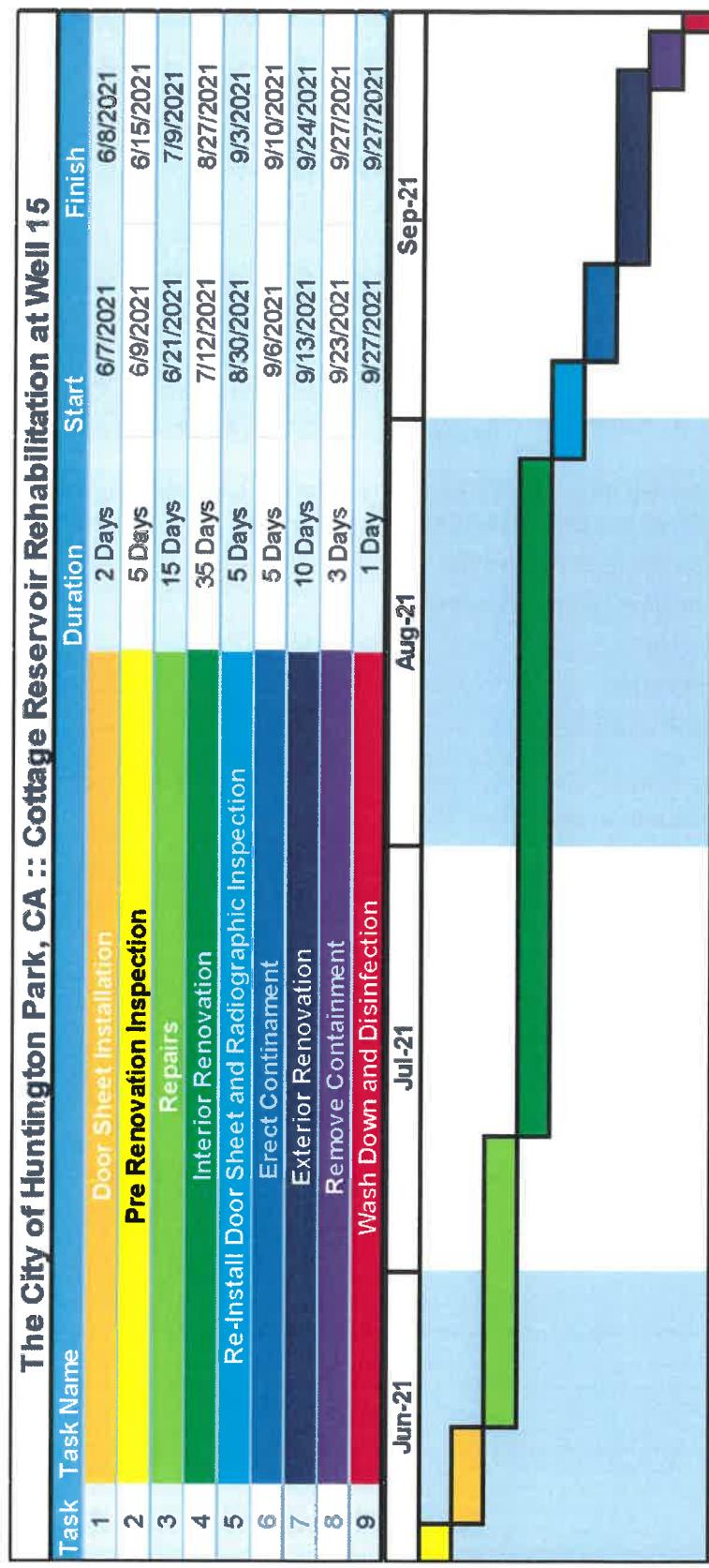
REFERENCES:

TANK OWNER	STATE	CONTACT TITLE	PHONE EMAIL
Bear Valley Community Services District (BVCSD)	CA	Will Parks Roads & Water Supervisor	(661) 821-4428 wparks@bvcsd.org
Olivenhain Municipal Water District (OMWD)	CA	Kim Thorner General Manager	(760) 753-6466 kthorner@olivenhain.com
Rainbow Municipal Water District (RMWD)	CA	Tom Kennedy General Manager	(760) 728-1178 tkennedy@rainbowmw.com
Rincon Del Diablo Municipal Water District (RDDMW)	CA	Greg Thomas General Manager	(760) 745-5522 gthomas@rinconwater.org
Maxwell Public Utility District (MPUD)	CA	Kurt Chambers General Manager	(530) 902-1529 maxwellpud@frontier.net
Mariana Ranchos County Water District (MRCWD)	CA	James Hanson General Manager	(760) 954-3346 gm@mrcwd.org
Golden Hills Community Services District (GHCSD)	CA	Susan Wells General Manager	(661) 822-3064 gm@ghcsd.com



SCHEDULE AND SCHEDULE CONTROL:

Please refer to the following graphic portraying a detailed schedule of the City of Huntington Park's Cottage Reservoir Rehabilitation at Well 15 project.





APPENDIX

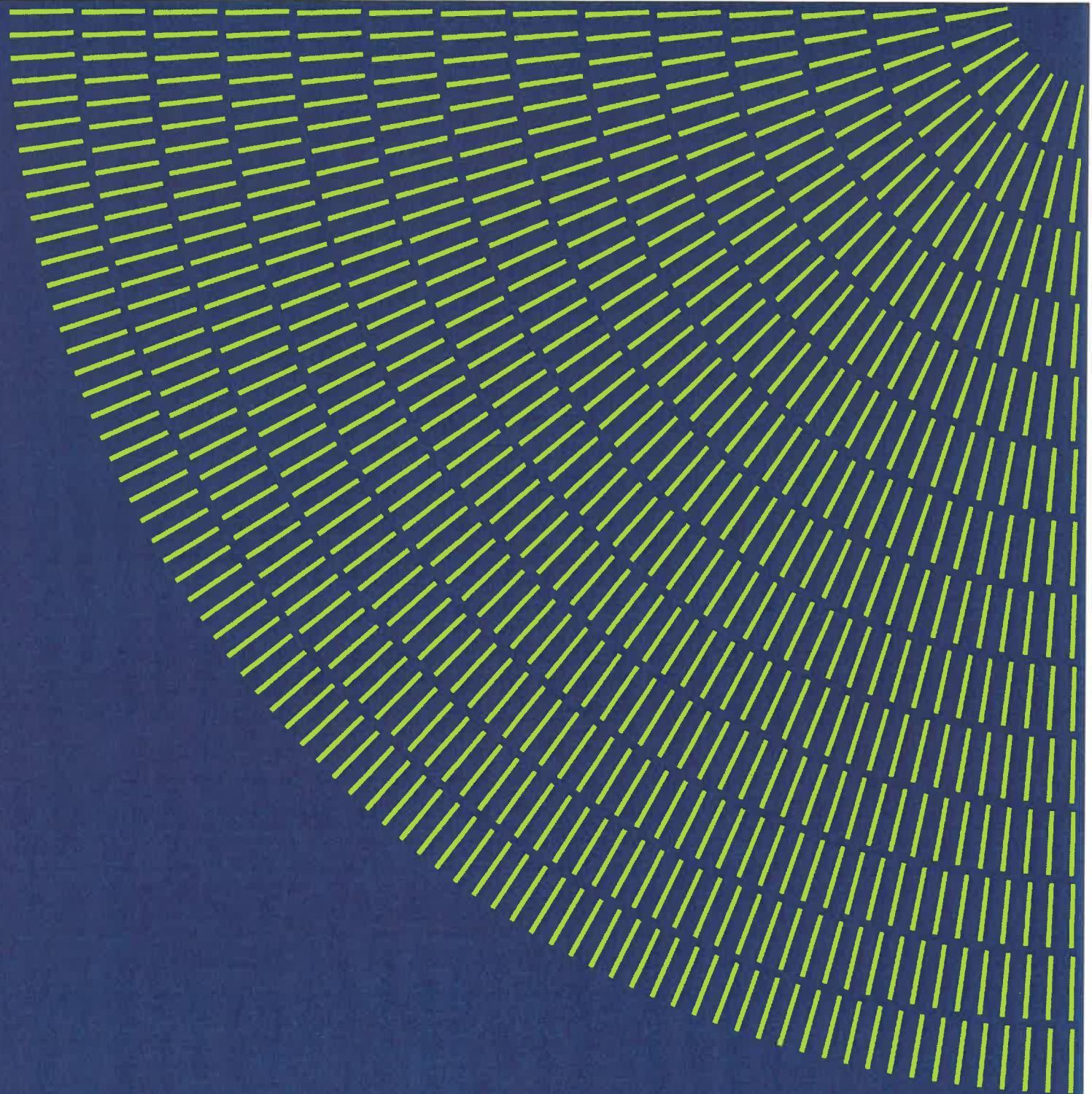
Due to page limits, we have not included this additional information within this response; however, SUEZ can provide the following items to the City of Hunting Park upon request:

- Contractor's License (State of California)
- Certificate of Qualification (State of California)
- Certificate of Insurance
- ISO 9001:2015 Certification
- Approved Applicator Certificates

SUEZ also acknowledges that the City of Huntington Park did not issue any Addenda with their *RFP for Cottage Reservoir Rehabilitation at Well 15*.

In addition to the items above that can be provided by SUEZ upon request, we have provided the City of Huntington Park with additional information submitted on a separate, external USB flash drive; this information includes:

- SUEZ Safety & Health Program



UTILITY SERVICE Co., INC. (A SUEZ COMPANY)
1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526-4413
www.suez-na.com



April 15, 2021

CITY OF HUNTINGTON PARK

Addendum No. 1

REQUEST FOR PROPOSAL COTTAGE RESERVOIR REHABILITATION AT WELL 15 CIP NO. 2020-03

Please Take Notice: THE ATTACHED ADDENDUM #1 IS HEREBY A PART OF THE REQUEST FOR PROPOSAL (RFP) for the Cottage Reservoir Rehabilitation Project at Well 15. The City of Huntington Park has extended the proposal due date/submission deadline to **2:00 pm on Monday, April 26, 2021**.

The following addresses questions and offers clarifications for the project referenced above received by the City from the proposers and the information below will be incorporated into the project per this document. The questions and responses are based upon order received. The City responses are bold.

1. Pre-Renovation Inspection Sub-section - Will the City also have a third-party inspector for this portion of work or will this be a collaborative effort between the successful proposer and the City?
It will be a collaborative effort by City staff and consulting staff.
2. Pre-Renovation Inspection Subsection - In addition, how many work days should be expected/allot for the City to make a decision on any other additional work should there be any significant findings?
This depends upon the extent of additional work needed based on the inspection by the proposer. If additional work is beyond the defined scope of work, additional time will be required for Council review and direction.
3. Lead Abatement, Subsection 1 - can welds be abrasive blasted in lieu of chipped and scrapped as described in this section.
Abrasive blasting can be used as long as 100% removal is achieved. Proposers are to be aware of the adjacent site conditions that include a school and residential properties.
4. Lead Abatement, Subsection 4 - Please define sanitary landfill. Normally waste such as this if we are going to be utilizing recyclable abrasive is classified as RCRA Hazardous Waste and cannot go to a standard landfill. Should a stabilization additive be utilized in surface preparation process and waste is deemed non-RCRA, waste can go to recycling facility for disposal. Will the successful Proposer be required to render the lead waste non-RCRA?
The Proposer is to utilize whatever methods and means available, after consideration of the site conditions, for the City NOT to produce hazardous wastes.

5. Does the City have analytical testing results for the existing lead coatings for us to review?

NO, the proposer shall include lead testing as required.

6. Interior Renovation, Subsection 1 - Is the existing coating coal tar epoxy or coal tar enamel?

The existing coating is coal tar epoxy.

7. Interior Renovation, Subsection 3 & 4 - Can you please identify a specific AWWA ICS (Inside coating system)? Should the new coating system comply with NSF 600? Due to the pitted surfaces of the existing interior of the reservoir should a high-build lining system be utilized? Please notes below on changes to the Standards for NSF 61 vs. NSF 600.

- a. NSF has finalized and adopted a new reference standard, NSF/ANSI/Can Standard 600 for NSF/ANSI Standards 60&61 Drinking Water Health Effects Standard.
 - b. Standard 600 has maximum contaminated levels (MCL's) for three commonly used solvents in epoxies widely used in tank interiors
 - c. Effective date: 1/1/2023 (or sooner)

Proposer should provide the City a cost-effective recommendation for NSF/ANSI compliance for the interior coating based on the proposer's expertise and experience regarding specific materials to be used.

8. Exterior Renovation, Subsection 2-4 - Please identify AWWA OCS (Outside Coating System)

Proposer should provide the City a cost-effective recommendation for NSF/ANSI compliance for the exterior coating based on the proposer's expertise and experience regarding specific materials to be used.

9. Repairs, Subsection 3 - Is this manway meant to be replaced the existing manway or is this manway meant to be an additional manway in order to comply with OSHA ingress and egress requirements?

The City intends to replace the existing manway with an OSHA compliant manway.

10. We understand that there will be a door sheet cutout during the renovation, but for future tank work without a door sheet, OSHA requirements will dictate that there will be another means of ingress and egress while performing the tank work.

If OSHA requires the additional manway, the Proposer shall include it as part of the project.

11. Repairs, Subsection 4 - Should there be a stainless-steel cable type safety climb for fall protection on the new interior ladder?

If OSHA requires the safety climb for fall protection, the Proposer shall include it as part of the project.

12. Repairs, General - Is it to be assumed that this door sheet is the same as the door sheet called out in the Pre-Renovation section above?

YES

13. Additional Mechanical Items not addressed in the Scope of Services and Repairs.

The Proposer shall include all items that are required to provide the City with a complete project, addressing the deficiencies identified.

14. There is no provision in the RFP to make an OSHA compliant handrail on the roof. Should this be included in the RFP?

If OSHA requires the handrail, the Proposer shall include it.

15. There are no provisions in the RFP to make OSHA compliant self-closing gate at the top of the exterior ladder/stairs. Should this be included in the RFP?

If OSHA require the self-closing gate, the Proposer shall include it.

16. There are no provisions in the RFP for OSHA compliant tie-off points or a roof personnel restraint system for the exterior roof. Should this be included in the RFP?

If OSHA requires roof tie-off points or restraint systems, the Proposer shall include it.

17. The RFP mentions the existing roof hatch is non-compliant; however, there are no provisions in the RFP/Scope of Work for the replacement/modification of the existing roof hatch. Should this be included in the RFP?

If OSHA requires changing of the non-compliant roof hatch, the Proposer shall include it.

18. The RFP mentions that the existing weir box for the existing overflow is degraded; however, there are no provisions in the RFP/Scope of Work for the replacement/modification of the existing weir box. In addition, the current overflow on the tank does meet AWWA D-100 standards as it is undersized and needs an air gap/air break with proper screening. Should this be included in the RFP?

The weir box and overflow shall be modified to meet OSHA and AWWA D-100 Standards, the Proposer shall include it.

19. The RFP mentions that the existing floor drain on the reservoir is non-compliant and not in use, however, there are no provisions in the RFP/Scope of Work for the proper abandonment of the existing floor drain, should this be included in the RFP?

The floor drain is to be abandoned, the Proposer shall include it.

20. The Overview mentions the issues with the existing inlet/outlet piping; however, this is not addressed in the Scope of Services and Repairs. Can the City identify the sections that need to be replaced?

The Proposer shall include removing/modifying the inlet and outlet piping to clean up the area as required.

21. Because of the existing and extensive pitting and corrosion on the sidewall shell courses 4-7 which have been brought up in the past on this reservoir, is there any concern for the structural integrity of these area and will they be addressed in this RFP?

The Proposer shall include the necessary work program to determine the structural integrity of the steel shell courses after inspection and removal of coating.

22. Evaluation Criteria, Subsection 6 Schedule - What is the City's schedule for this work? How many calendar or work days is the City allotting for the completion of this project?

The City has not determined a schedule. The Proposer shall include a tentative schedule to complete the scope of work as defined in the RFP. The City's working day is typically, 8:00 am to 4:30 pm.

23. Past evaluation and inspections of this reservoir are referred to many times in the RFP. Can the Proposers have copies or access to this documentation as well as any underwater videos for review? Also, does the City have as-built drawings of the existing reservoir available for review?

The referenced inspection reports will be posted on the City's website under the project RFP. There are NO underwater videos and NO as-built documents of the reservoir.

24. Do any photos on the interior condition that were taken during the 2018, or previous inspections?

The referenced inspection reports with photos will be posted on the City's website under the project RFP.

25. Do you have an Engineer's Estimate, or a fixed budget, that can be shared with the Proposers?

A cost estimate or budget amount is not available.

26. In order to perform the work, we will have to make some qualifications, ie, temporary removal of inlet pipe blocking access to the tank. And will there be any issue with us making such qualifications?

The Proposer shall include all necessary items to complete the project.

27. The RFP and the Agreement are addressed such that both documents are intended to be entered into by a "Consultant" or this case, a licensed Professional Engineer. Engineers are not contractors. The scope of work requested, other than

the evaluation of the structural and coatings, requires that various items of work that can be only performed by a properly licensed contractor and/or sub-contractor, by an Engineer.

Noted. See attached sample contract.

28. The RFP and Agreement should be worded so that they are between the City of Huntington Park and the "Contractor" who in turn, will have a licensed Engineer as part of the team performing the evaluation within the contractor performs the work. We have spoken to several "Consultants" who all echo our above responses and agree that we cannot legally enter into an Agreement that is written in its present form.

Noted.

29. Is there a lead report conducted on the water tank? If so, is it available?

It is not available; the Proposer shall conduct a lead survey.

30. What are the specifications for the 30-inch manway? New vents? Door sheet? Compliant interior ladder? Interior coating, interior roof beams? Tank welding?

The City does NOT have City specific specifications for water storage reservoirs. The Proposer shall follow all standard design and construction practices for potable water storage including but not limited to:

- ***Standard Specifications for Public Works Construction***
- ***AWWA Standards***
- ***Steel Structures Painting Council***
- ***Manufacturers Recommendations***
- ***ASTM International***
- ***NSF Standards***
- ***NACE Standards***
- ***OSHA Standards***
- ***SWRCB-DDW Standards and Permitting Conditions***

Roof beams are to be evaluated for structural integrity as determined by the Proposer and replaced as required.

31. Who will be in charge for welding inspections? In house? Or Third Party?

The City will provide third party certified welding inspector.

32. Will tank weld have to be UT?

The City has not determined. The Proposer shall exclude this work from the scope of work.

33. Will the 10-inch inlet and outlet piping need to be replaced with new or using existing?

The Proposer shall evaluate and determine the corrective action. See Item 20 above.

34. Are there any images of the roof structure?

The referenced inspection reports with photos will be posted on the City's website under the project RFP.

35. The floor water pipes in front of the reservoir, will these get moved before the jobs get initiated or will the proposer need to remove as part of the scope of work?

The Proposer shall include the removal and replacement of exterior inlet/outlet piping to complete the Scope of Work in order to provide the City with a complete project. Coordinate with information in Item 20 above.

36. Will the work require any City Specifications or permits?

See Item 30 above addressing City Specifications. The City will issue a No Fee permit for all work on site.

Addendum No. 1 shall hereby be made a part of the RFP and supersede, replace, and/or amend the provisions included in the original RFP.

Please sign below and attach this "ACKNOWLEDGMENT OF RECEIPT", Responses to RFI's with the Proposal submittal documents. Failure to submit the signed Responses to RFI's Acknowledgement will render the contractor's bid as non-responsive. Thank you for your cooperation.

ACKNOWLEDGMENT OF RECEIPT: Responses to RFI's

Suez Advanced Solutions/Utility Service Company
Company Name

4-26-2021

Date

By Brian Kelleher
Signature

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: Cesar Roldan
Cesar Roldan, Director of Public Works

Date: 4/15/2021



Cost Proposal for **COTTAGE RESERVOIR REHABILITATION AT WELL 15**

City of Huntington Park, CA

April 21, 2021





Cost Proposal for
**COTTAGE RESERVOIR
REHABILITATION AT WELL 15**

**PUBLIC WORKS DEPARTMENT
CITY OF HUNTINGTON PARK, CA**

SUBMITTED BY: **UTILITY SERVICE CO., INC. (A SUEZ COMPANY)**
ADDRESS: **1230 PEACHTREE STREET NE, SUITE 1100, ATLANTA, GA 30309**
PHONE: **(855) 526-4413**



April 21, 2021 (04/21/2021)

PRICING

SUEZ ensures financial stability—providing our many clients with the option to spread the cost of renovations and rehabilitation over an extended period of time. We also offering long-term financial assistance and operational sustainability—as well as the protection of the water storage tank asset.

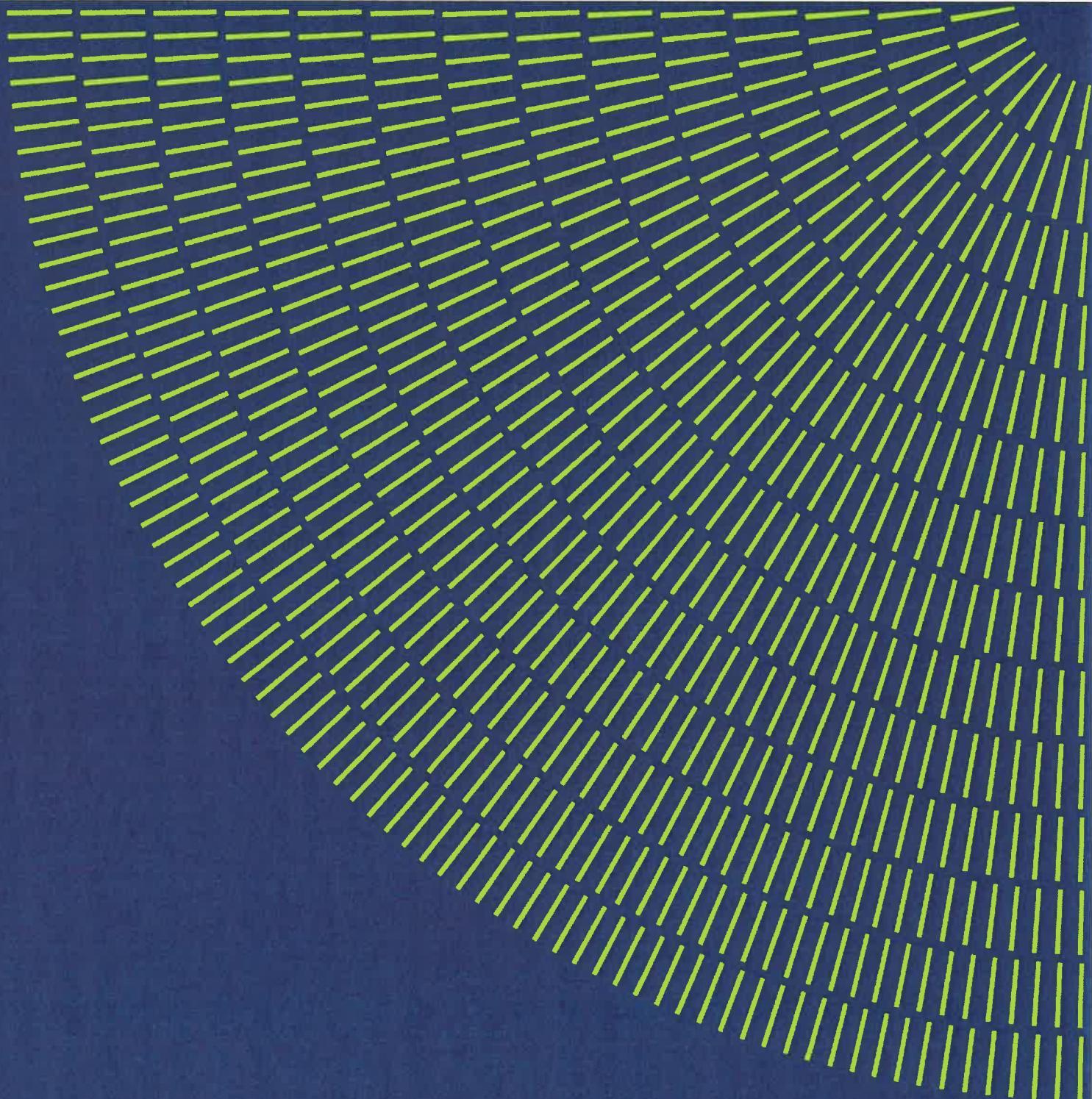
- *By written request of the City of Huntington Park, SUEZ is willing to evenly spread the cost of the specific renovation for a period of three (3) years.*

The following total cost was evaluated by SUEZ to determine the best methods of maintaining the City of Huntington Park's water storage tank asset:

TOTAL COST: \$647,882.28

- *Due to the unique and innovative nature of the specifications and design of the project, it is not possible to commoditize task-specific costs and amounts.*





UTILITY SERVICE CO., INC. (A SUEZ COMPANY)

1230 Peachtree Street NE, Suite 1100

Atlanta, GA 30309

(855) 526-4413

www.suez-na.com



EXHIBIT "B"

CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S CONTRACTOR SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION OF TERMS (IF ANY)

By signing this form below, the firm certifies that the attached Agreement is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: _____

Title: _____

Signature: _____

Date: _____

Firm Name: _____

EXHIBIT "C"
FALSE CLAIMS FORM

Proposer shall provide either the certification requested below, or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive, and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible, and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____ am the _____ (Print name
of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer"). (Print Name
of Proposing Entity)

In submitting this proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation: _____

(2) Identity of tribunal or court and case name or number, if any:

(3) Government CONTRACTOR or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

DECLARATION

I, am the _____ (Print name of person responsible for submitting proposal)
(Title with proposing entity)

of _____ (hereinafter, "Proposer"). (Print Name
of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

EXHIBIT "D"

CIVIL LITIGATION CERTIFICATION, HISTORY, AND DECLARATION

Proposer shall provide either the certification requested below, or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a CONTRACTOR within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, am the _____ (Print name of person responsible for submitting proposal)
(Title with proposing entity)

of _____ (hereinafter, "Proposer"). (Print Name
of Proposing Entity)

In submitting this Proposal to the City of Huntington Park, I hereby certify that neither the Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this day of at (month and year) (city and state)

By (Signature of Person Responsible for Submitting Proposal on behalf of Proposer).

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case:

- (2) Court case identification number:
- (3) Jurisdiction in which case was filed:
- (4) Outcome of the case:
- (6) Court case identification number:
- (7) Jurisdiction in which case was filed:

(5) Name of Case:

- (2) Court case identification number:
- (3) Jurisdiction in which case was filed:
- (4) Outcome of the case:
- (6) Court case identification number:
- (7) Jurisdiction in which case was filed:

DECLARATION

I, , am the _____ (Print name of person responsible for submitting proposal)
(Title with proposing entity) of _____ (hereinafter,
"Proposer"). (Print Name of Proposing Entity) I declare under penalty of perjury that the above information
is true and correct. Executed this day of at (month and year) (city and state) By: (Signature of Person
Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT B

ATTACHMENT 2

CIP 2020-03 COTTAGE RESERVOIR AT WELL 15

PROPOSALS ARE LOCATED IN THE CITY CLERK'S OFFICE

ITEM NO. 6

CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report



May 04, 2021

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

Continued from the April 20, 2020, Regular City Council Meeting

CONSIDERATION AND APPROVAL TO ENTER INTO A TEMPORARY AGREEMENT TO PROVIDE PARKING SERVICES TO KEMP BROS CONSTRUCTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to negotiate and execute the temporary agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 31, 2021, the City received a letter from Kemp Bros Construction with a request for the City to provide access for parking to one of the City's Own Parking Structures. Kemp Bros Construction is the General Contractor for the Modernization Program at the Huntington Park High School and they will be conducting construction work for the next three years. During the closure of the school due to the pandemic, the construction workers have parked inside the school, but with the reopening of the school in a near future, the school will need the parking space back and the workers will have to park on the streets occupying needed street parking in the surrounding neighborhood to the school.

Kemp Bros Construction is interested in acquiring monthly parking passes for use in the City's Parking Structure located at 6512 Rugby Avenue. The structure is located about one mile away from the school, therefore, the workers will arrive in the morning, park their cars there, and a shuttle will take them to the jobsite. At this point, Kemp Bros is requesting the use of 50 spaces, but the number will fluctuate as the need for more workers is anticipated during the different phases of the construction project. Kemp Bros is projecting a need of approximately 125 spaces/month at the peak of the construction program. Staff discussed the potential negative impact that this number of vehicles may have in the surrounding neighborhood if they park on the streets and is recommending

**CONSIDERATION AND APPROVAL TO ENTER INTO A TEMPORARY AGREEMENT
TO PROVIDE PARKING SERVICES TO KEMP BROS CONSTRUCTION**

May 04, 2021

Page 2 of 2

for the City Council to authorize the City Manager to negotiate the terms of a temporary lease agreement with Kemp Bros Construction.

FISCAL IMPACT/FINANCING

Approval of this specific action does not have a direct fiscal impact on the general fund. The City anticipates to generate revenue from the monthly parking permits.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
DIRECTOR OF COMMUNITY DEVELOPMENT

ATTACHMENT(S)

- A. Letter from Kemp Bros Construction

ATTACHMENT A



**KEMP BROS.
CONSTRUCTION**

March 31, 2021

Sergio Infanzon
Director of Community Development
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

**RE: Monthly Parking Permit Passes for Kemp Bros. Construction Workers
6512 Rugby Avenue Parking Structure in Huntington Park, CA**

Dear Sergio,

Thank you for your assistance regarding Kemp Bros. Construction's expressed need for daily construction worker parking in the City of Huntington Park. As discussed, Kemp Bros. is interested in acquiring monthly parking permit passes for use in the City's parking structure located at 6512 Rugby Avenue.

Since the structure is located approximately one mile from our Huntington Park High School construction jobsite, workers will be instructed to park their vehicles at the structure in the morning and Kemp will arrange to shuttle them to and from the jobsite.

The exact number of parking permit passes needed will fluctuate over the next 3 years. The course of work and different phases of construction production will dictate how many spaces will be necessary to accommodate our workers. Currently, we anticipate an average of 75 to 125 spaces will be needed each month as the project proceeds into full scale construction.

To help keep construction worker vehicles off the local streets, Kemp is agreeable to acquiring the monthly permit passes at a rate of \$50.00 per month for each permit pass. Since the project is just getting started, we would like to commence this parking arrangement with the purchase of 50 permit passes. As our work proceeds and we need more spaces, we will acquire them in batches of 10 permits at a time.

Thank you again for your assistance in helping to resolve our construction worker parking needs. Please contact me with any questions you may have or if there is any additional information you may require at this time.

Sincerely,

Mark Rettig
Vice President

A handwritten signature in blue ink, appearing to read 'Mark Rettig'.

ITEM NO. 7



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

May 4, 2021

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION TO ACCEPT REIMBUSHABLE GRANT FUNDING IN THE AMOUNT OF \$51,788 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2019 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THE CITY COUNCIL:

1. Accept reimbursable grant funding and increase estimated revenues in the amount of \$51,788 in account number 230-0000-335.30-70 (State Homeland Security Program (SHSP); and
2. Approve a budget appropriation in the amount of \$51,788 to account number 230-7219-421.74-10 Capital Equipment for the purchase of police radio equipment; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, the grant agreement, and documentation.

BACKGROUND

Each year the U.S. Department of Homeland Security, through the Office of Grants and Training, provides financial assistance for the State Homeland Security Program (SHSP) directly to the California Governor's Office of Emergency Services (CalOES). CalOES then provides funds to the County of Los Angeles as its subgrantee. The County of Los Angeles then distributes the awarded funds to local municipalities within the County. The Police Department applied for grant funds available through this program and was awarded \$51,788. This is a non-competitive grant award process.

The financial assistance provided by these grant funds is specifically designated to address unique equipment, training, and planning needs to assist the City (Police Department) in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism. These grant funds are required to be used to supplement existing funds and supplanting is prohibited.

CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT OF \$51,788 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2019 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK

May 4, 2021

Page 2 of 3

The Police Department specifically applied for these grant funds under the "LE [Law Enforcement] Interoperable Communications Equipment" qualifying criteria in order to continue improving equipment associated with the police radio system. More specifically, the Police Department requested approval to utilize these grant funds to purchase mobile radios for installation in police vehicles and portable (hand-held) radios carried by police officers and other field personnel on their duty belt. The grant award does allow for relative modifications to the desired equipment the Police Department would want to purchase, however; irrespective of the equipment purchased the total amount shall not exceed the awarded \$51,788. Should expenditures exceed the awarded amount, the City will have to use General Fund monies to cover the excess amount.

The performance period for this grant award is September 1, 2019 to May 31, 2022.

FISCAL IMPACT/FINANCING

No matching funds are required to receive this grant award. The County of Los Angeles provides reimbursement of funds as expenditures are incurred by the City and reimbursement documentation is provided to, and approved by, the County of Los Angeles, in accordance with the expenditure and reimbursement guidelines of the Agreement.

It is recommended that City Council approve an increase in estimated revenues in the amount of \$51,788 to account number 230-0000-335.30-70 and approve a budget appropriation in the amount of \$51,788 to account number 230-7219-421.74-10.

LEGAL AND PROGRAM REQUIREMENTS

Reference the Agreement included with this report for legal and program requirements associated with the acceptance of these grant funds.

CONCLUSION

Upon approval by the City Council, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager

**CONSIDERATION TO ACCEPT REIMBUSHILE GRANT FUNDING IN THE AMOUNT
OF \$51,788 AND APPROVE THE STATE HOMELAND SECURITY PROGRAM
SUBRECIPIENT AGREEMENT FOR GRANT YEAR 2019 BETWEEN THE COUNTY
OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK**

May 4, 2021

Page 3 of 3



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. Agreement between the County of Los Angeles and City of Huntington Park
- B. 2019 SHSP Project Sheet

ATTACHMENT A

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

***Between the
County of Los Angeles
and the
City of Huntington Park***

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF HUNTINGTON PARK**

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 Huntington Park, a public agency (the "Subrecipient").

W I T N E S S E T H

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

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

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

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

WHEREAS, the CEO now wishes to distribute 2019 SHSP grant funds to the Subrecipient in the amount of \$51,788.00, as further detailed in this Agreement; and

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

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

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

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

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

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

2. The representative of Subrecipient is:

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

With a copy to:

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

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

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

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

§202. Use of Grant Funds

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

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

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

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

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

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

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

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

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2019 SHSP Notice of Funding Opportunity, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the CEO a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements and any added Cal OES requirements. Federal procurement requirements for the 2019 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

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

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

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

1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.
4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

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

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

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

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

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

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

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

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

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$51,788.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2019 SHSP Grant Award Letter from Cal OES.

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

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

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

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

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

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

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

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

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

Subrecipient must comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient must not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition.

Subrecipient must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

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

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

§408. Indemnification

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

authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

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

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

B. Definitions:

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

- a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

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

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

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

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

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

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

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

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

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

5. Records Inspection

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

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

8. Labor

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

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

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

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

9. Civil Rights

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

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

10. Environmental

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

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

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

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

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

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

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

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

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

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

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

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

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

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

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

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

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

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

1. Travel Expenses

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

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

C. Compliance With Grant Requirements

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

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

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

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

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

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

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Termination

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

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY

FESIA A. DAVENPORT
Chief Executive Officer

Date

BY

CELIA ZAVALA
Executive Officer, Board of Supervisors

BY

ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM

RODRIGO A. CASTRO-SILVA
County Counsel

BY

Deputy County Counsel

BY

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

EXHIBITS

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

SAMPLE COPY
FOR AGENCIES WITH NO LOBBYING ACTIVITIES

EXHIBIT A

Cal OES 2-232
Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input checked="" type="checkbox"/> b. a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> b. a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: City of Grantland, 111 Accuracy Ln., Los Angeles, CA 90001		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: County of Los Angeles Chief Executive Office 500 W. Temple St., Rm. B-79-2 Los Angeles, CA 90012
<input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier, if known: _____		Congressional District, if known: _____
6. Federal Department/Agency: Department of Homeland Security		7. Federal Program Name/Description: Homeland Security Grant Program CFDA Number, if applicable: 97.067
8. Federal Action Number, if known: _____		9. Award Amount, if known: _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary) N/A		b. Individuals Performing Services (last name, first name, MI - include address if different from 10a) N/A
11. Amount of Payment (check all that apply): <input type="checkbox"/> Actual <input checked="" type="checkbox"/> Planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission N/A <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash N/A <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary) N/A		
15. Continuation Sheet(s) SF-LLL-A attached: <input checked="" type="radio"/> Yes <input type="radio"/> No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <i>John Doe</i> Name: John Doe Title: City Manager Telephone: (213) 555-5555 (area code) Date: 12/30/2019
Federal Use Only:		Authorized for Local Reproduction 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 a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

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

EXHIBIT A

Cal OES 2-232
Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

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

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

EXHIBIT B

**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 voluntary 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.

EXHIBIT C

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)*]



Standard Assurances For All Cal OES Federal Grant Programs

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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



Standard Assurances For All Cal OES Federal Grant Programs

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

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

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

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

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



Standard Assurances For All Cal OES Federal Grant Programs

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

4. Debarment and Suspension

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

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



Standard Assurances For All Cal OES Federal Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances For All Cal OES Federal Grant Programs

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

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;



Standard Assurances For All Cal OES Federal Grant Programs

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

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



Standard Assurances For All Cal OES Federal Grant Programs

8. Audits

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

9. Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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



Standard Assurances For All Cal OES Federal Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

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

17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances For All Cal OES Federal Grant Programs

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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



Standard Assurances For All Cal OES Federal Grant Programs

20. California Public Records Act and Freedom of Information Act

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

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

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

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

22. Acknowledgment of Federal Funding from DHS

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



Standard Assurances For All Cal OES Federal Grant Programs

23. Activities Conducted Abroad

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

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

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

25. Copyright

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

26. Duplication of Benefits

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

27. Energy Policy and Conservation Act

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

28. Federal Debt Status

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



Standard Assurances For All Cal OES Federal Grant Programs

29. Fly America Act of 1974

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

30. Hotel and Motel Fire Safety Act of 1990

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

31. Non-supplanting Requirement

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

32. Patents and Intellectual Property Rights

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

33. SAFECOM

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



Standard Assurances For All Cal OES Federal Grant Programs

34. Terrorist Financing

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

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

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

37. Use of DHS Seal, Logo, and Flags

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



Standard Assurances For All Cal OES Federal Grant Programs

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1](#), hereby incorporated by reference, which can be found at:

<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Subrecipient: _____ Complete next page

Signature of Authorized Agent: _____ Complete next page

Printed Name of Authorized Agent: _____ Complete next page

Title: _____ Complete next page Date: _____ Complete next page

EXHIBIT D

COUNTY OF LOS ANGELES

2019 CERTIFICATION OF GRANT ASSURANCES

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

BY _____
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

EXHIBIT E

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



September 26, 2019

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

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

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL

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

Dear Ms. Hamai:

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

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

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



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

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

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

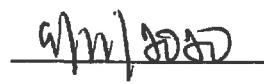
A Special Condition is placed on this subaward for any funds passed-through to any Los Angeles County governmental entity. Additional information specifying the conditions will be sent at a later time.

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

Sincerely,



MARK S. GHILARDUCCI
Director



Sachi A. Hamai Fesia A. Davenport, Acting CEO Date
Los Angeles County

Project #	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
007	LE Interoperable Communications Equipment	HSGP-SHSP	LE	Equipment	\$ 51,788
Totals					\$ 51,788

Project #	Equipment Description & (Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Part of a Procurement over \$150K	Sole Source Involved	Hold Trigger	Budgeted Cost
007.24	P25 compliant mobile radios for installation in Police Department vehicles	06CP-01-MOBL	Radio, Mobile	Yes	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No Hold Indicated	\$ 26,693
007.25	P25 compliant portable radios and accessories	06CP-01-PORT	Radio, Portable	Yes	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No Hold Indicated	\$ 25,095

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

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

A. Program Description

Issued By

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

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

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

Notice of Funding Opportunity Title
Homeland Security Grant Program

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

NOFO Number
DHS-19-GPD-067-00-02

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

Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6)

Program Type
New

Program Overview, Objectives and Priorities

Overview

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

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

Objectives

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

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

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

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

Performance Metrics

Performance metrics for this program are as follows:

SHSP and UASI:

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

OPSG:

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

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

Priorities

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

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

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

B. Federal Award Information

Award Amounts, Important Dates, and Extensions

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

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

FY 2019 SHSP ALLOCATIONS

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

FY 2019 UASI ALLOCATIONS

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

Period of Performance: 36 months

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

Projected Period of Performance Start Date: September 1, 2019

Projected Period of Performance End Date: August 31, 2022

Funding Instrument: Grant

C. Eligibility Information

Eligible Applicants

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

Eligibility Criteria

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

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

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

Other Eligibility Criteria

National Incident Management System (NIMS) Implementation

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

Emergency Management Assistance Compact (EMAC) Membership

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

Law Enforcement Terrorism Prevention Activities (LETPA)

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

FY 2019 LETPA Allocations

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

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

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

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

Cost Share or Match

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

D. Application and Submission Information

Key Dates and Times

Date Posted to Grants.gov: **April 12, 2019**

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

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

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

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

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

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

Other Key Dates

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

Agreeing to Terms and Conditions of the Award

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

Address to Request Application Package

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

Content and Form of Application Submission

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

Electronic Delivery

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

How to Register to Apply through Grants.gov

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

How to Submit an Initial Application to DHS/FEMA via Grants.gov

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

Timely Receipt Requirements and Proof of Timely Submission

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

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

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

After submitting the initial application in [Grants.gov](#), eligible applicants will be notified by DHS/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 but no later than **seven days before the application deadline**. Early registration will allow applicants to have adequate time to start and complete their application.

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

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

In addition, applicants must submit copies of the following in [ND Grants](#):

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

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

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

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

HSGP Specific Application Instructions

Development of the Investment Justification (SHSP and UASI)

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

Each IJ must *demonstrate* how proposed investments:

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

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

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

Development of Investments and Projects (SHSP)

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

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

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

Development of Investments and Projects (UASI)

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

achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2019 grant awards will be required to complete the 2019 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2019 NCSR will be open from October – December 2019.

Although this is only a requirement for recipients and subrecipients of FY 2019 UASI funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the 2019 NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see Information Bulletin 439.

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

Development of Fusion Center Investments (SHSP and UASI)

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

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

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

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

Sample Fusion Center Project Description

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

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

Sample Fusion Center Funding Itemization

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

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

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

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

Development of Concept of Operations for OPSG

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

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

Intergovernmental Review

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

Funding Restrictions

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

Environmental Planning and Historic Preservation (EHP) Compliance

See the [Preparedness Grants Manual](#) for information on EHP Compliance.

Emergency Communications Investments

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

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

time of the first Program Performance Report (PPR) submission.

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

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

Funds Transfer Restriction

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

discretion of DHS/FEMA.

Pre-Award Costs

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

Cost Principles

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

Direct Costs

Planning

Planning costs are allowed under this program.

Organization

Organization costs are allowed under this program.

Equipment

Equipment costs are allowed under this program.

Training

Training costs are allowed under this program.

Exercises

Exercise costs are allowed under this program.

Personnel

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

Operational Overtime

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

Travel

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

Construction and Renovation

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

Maintenance and Sustainment

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

Management and Administration (M&A) Costs

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

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

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

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

SAA 1:

SHSP: \$1,000,000

OPSG: \$2,500,000

UASI: \$2,500,000

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

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

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

SAA 2:

SHSP: \$3,500,000

OPSG: \$1,000,000

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

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

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

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

Critical Emergency Supplies

Critical emergency supplies are allowed under this program.

Secure Identification

Secure Identification costs are allowed under this program.

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

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

General Purpose Equipment

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

- Law enforcement vehicles;

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

- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical, biological, radiological, nuclear, and explosives (CBRNE) response; and
- Office equipment for staff² engaged in homeland security program activity.

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

Allowable Cost Matrix

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

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

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

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

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

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

E. Application Review Information

Allocations

Risk Methodology

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

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

SHSP Allocations

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

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

UASI Allocations

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

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

OPSG Allocations

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

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

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

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

Application Evaluation Criteria

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

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

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

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

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

Review and Selection Process (SHSP and UASI)

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

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

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

Review and Selection Process (OPSG)

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

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

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

Financial Integrity Criteria

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

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

Supplemental Financial Integrity Review

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

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

F. Federal Award Administration Information

Notice of Award

See the [Preparedness Grants Manual](#) for information on Notice of Award.

Administrative and National Policy Requirements

See the [Preparedness Grants Manual](#) for information on Administrative and National Policy requirements.

SHSP and UASI Pass-Through Requirements

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

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

Timing and Amount

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

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

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

Other SHSP and UASI Pass-Through Requirements

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

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

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

Additional OPSG Requirements

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

Reporting

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

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

See the [Preparedness Grants Manual](#) for information on the THIRA and SPR process.

Supplemental Information Reporting Systems

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

Grant Reporting Tool (GRT)

Information on the GRT can be found in the [Preparedness Grants Manual](#).

Unified Reporting Tool (URT)

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

Closeout Reporting Requirements

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

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

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

G. DHS/FEMA Awarding Agency Contact Information

Contact and Resource Information

Centralized Scheduling and Information Desk (CSID)

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

GPD Grant Operations Division

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

FEMA Regional Offices

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

GPD Environmental Planning and Historic Preservation (EHP)

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

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

Systems Information

Grants.gov

For technical assistance with [Grants.gov](#), 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.

Non-Disaster (ND) Grants

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

Payment and Reporting System (PARS)

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

H. Additional Information

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

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

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

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST**

Purpose of these instructions:

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

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

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

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

SECTION B: SUB-RECIPIENT'S INFORMATION

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

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

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

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

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

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

SECTION C: (Continued)

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

- a) **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
- b) **Copy of the purchase order**
- c) **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm
- d) **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
- e) **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
- f) **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
- g) **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the selection of the vendor.

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

- a) **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
- b) **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
- c) **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.

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

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

SECTION D: SUB-RECIPIENT'S CERTIFICATION

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

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.

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

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

For Equipment Claims:

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

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

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

For Training Claims:

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

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

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

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

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

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

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

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

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

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

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

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

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

For Planning Claims:

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

For Exercise Claims:

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

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

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

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME:

SUB-RECIPIENT: _____
DATE OF REPORT: _____

Grant Project

P. — of —

N:Grants/Subrecipient Monitoring/Forms/Property & Equipment Inventory Listing

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-SLGC P Course Title & OHS Tracking No. _____
 (requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

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

Approved by:

Authorized Signature _____

Print Name and Title _____

Date _____

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

PLANNING ROSTER

Approved by:

Authorized Signature

Print Name and Title

5
6

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

EXERCISE ROSTER

EXERCISE ROSTER							EXERCISE TYPE				EXERCISE ROLE		DATE AAR ENTERED INTO HSEEP	
Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Conducted By	Date of Exercise	Exercise Type	Exercise Role			
					-	-	-							

Annual Report

Authorized Signature

111

111

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.

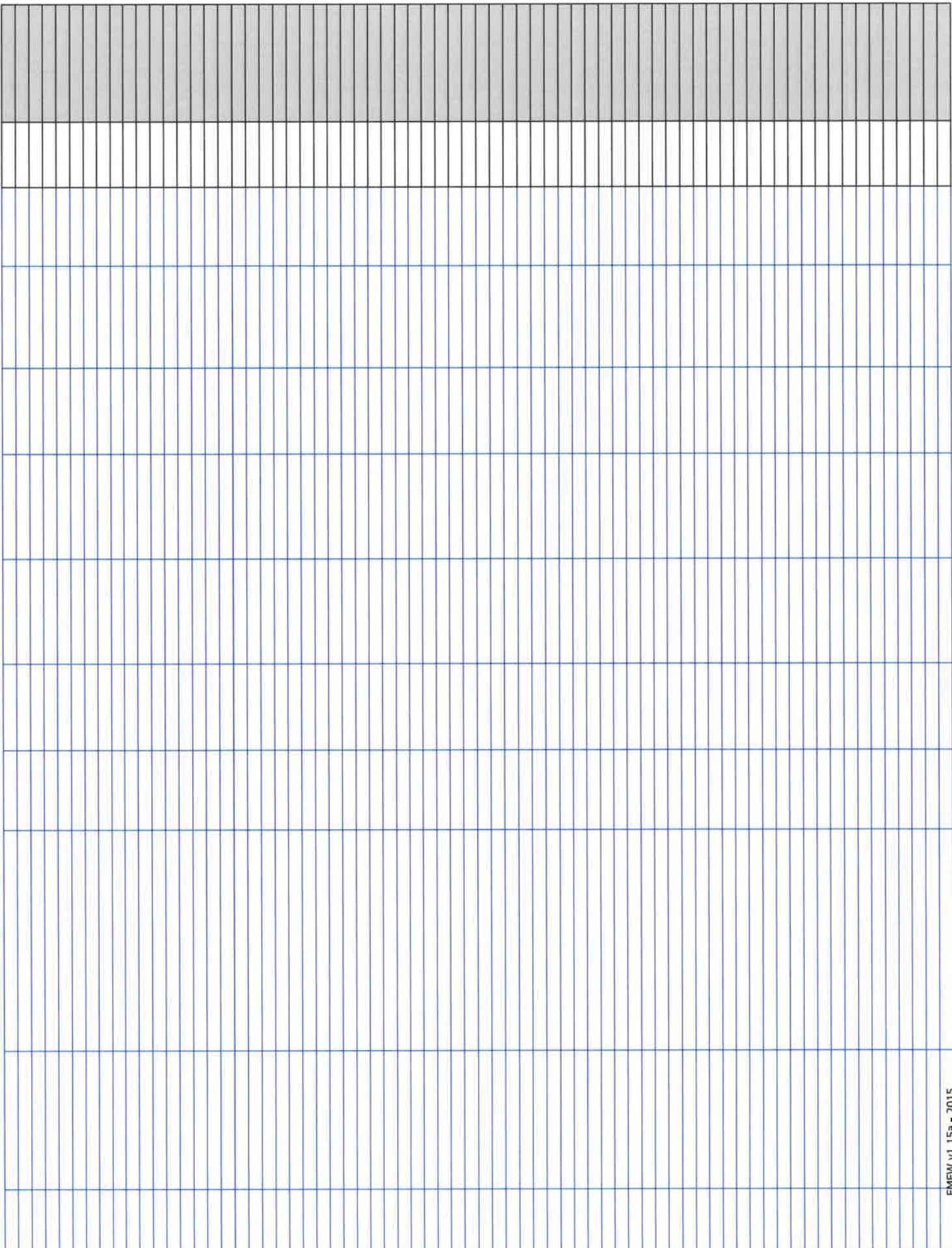
The following examples would not count towards the personnel cap:

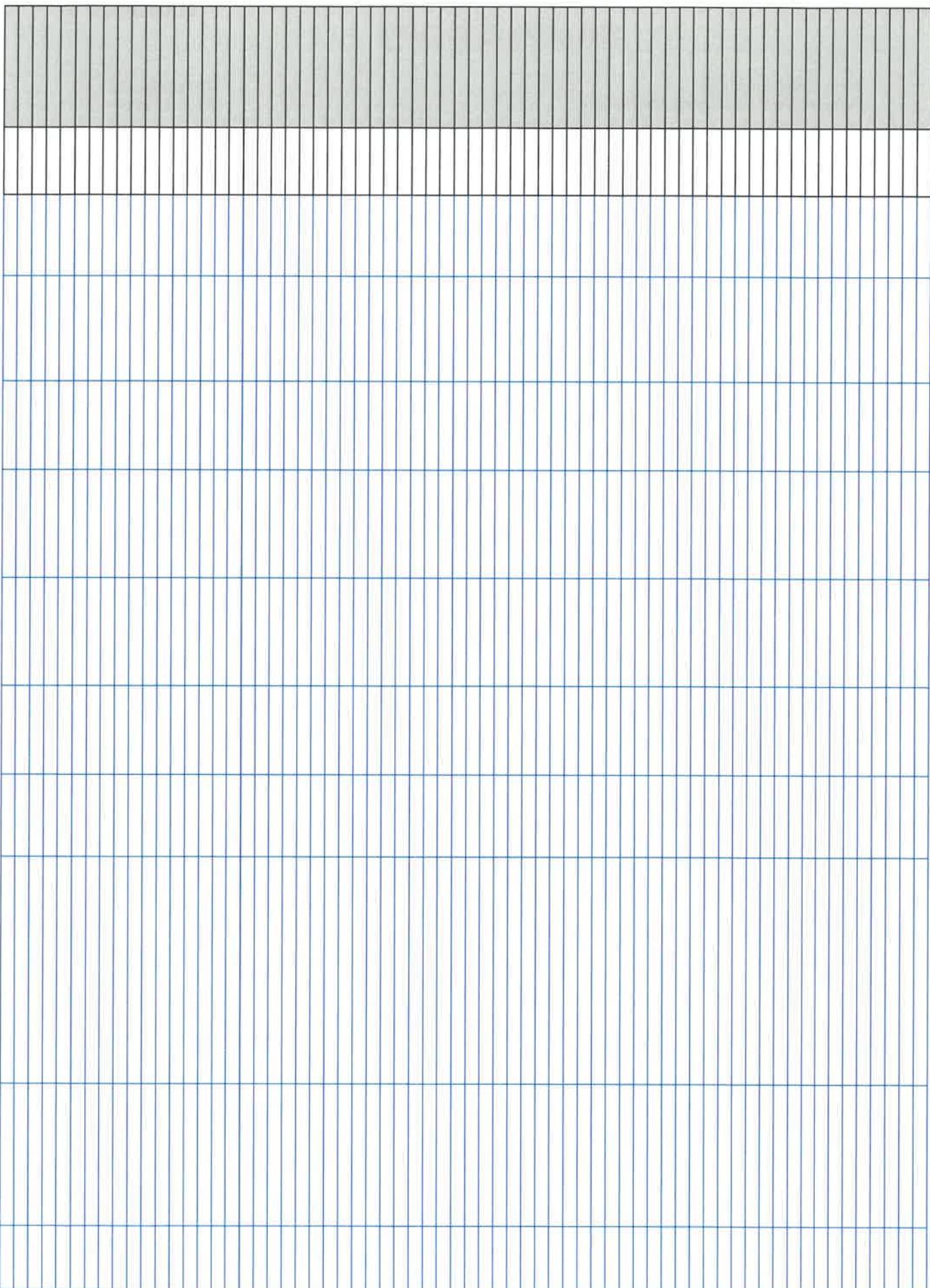
- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of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





SAMPLE COPY

Work Order No. 8-61B
Sub-Recipient Monitoring Instrument

Attachment D
Page 21 of 54

Sub-Recipient Monitoring Instrument**Project Title**

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

A. TRAINING**Objective**

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

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

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

B. PLANNING

Objective

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

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

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

C. EXERCISES

Objective

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

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

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

D. EQUIPMENT

Objective

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

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

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

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

E. ORGANIZATION

Objective

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

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

Work Order No. 8-61B
Sub-Recipient Monitoring Instrument

Attachment D
Page 28 of 54

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

ATTACHMENT B

Project #	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
007	LE Interoperable Communications Equipment	HSGP-SHSP	LE	Equipment	\$ 51,788
Totals					\$ 51,788

Project #	Equipment Description & (Quantity)	AEL #	AEL Title	SAFECOM Consult	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Part of a Procurement over \$150K	Sole Source Involved	Hold Trigger	Budgeted Cost
007.24	P25 compliant mobile radios for installation in Police Department vehicles	06CP-01-MOBL	Radio, Mobile	Yes	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No	No Hold Indicated	\$ 26,693
007.25	P25 compliant portable radios and accessories	06CP-01-PORT	Radio, Portable	Yes	HSGP-SHSP	LE	Interoperable Communications Equipment	Deployable	No	No	No Hold Indicated	\$ 25,095

ITEM NO. 8



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

May 4, 2021

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AN ORDINANCE ADDING SECTIONS 2-10.01 AND 2-10.02 TO TITLE 2, CHAPTER 10 OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING CAMPAIGN CONTRIBUTION LIMITS UNDER AB 571

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Waive first reading and introduce the Ordinance adding Section 2-10.01 "Authorization" and Section 2-10.02 "Limitations on Campaign Contributions" to Title 2, Chapter 10 of the Huntington Park Municipal Code regarding campaign contribution limits under AB 571; and
2. Schedule the second reading and adoption of said Ordinance, as described above, at the next regularly scheduled meeting of the City Council.

PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION

AB 571 was enacted in 2020 and establishes default campaign contribution limits for cities and counties in California that have not established such limits by January 1, 2021. The default limits for city elective office is currently set at \$4,900 for 2021 and is adjusted every odd numbered year. The City Municipal Code does not currently establish any limits on the amount of contributions a person can make to the campaign of a candidate for City elective office, nor set any limitations on the amount a candidate's campaign may receive.

Under AB 571, California Government Code Section 85702.5 allows cities to establish their own campaign contribution limits for local elective offices. The California Fair Political Practices Commission ("FPPC") also released a fact sheet associated with AB 571 in which they clarify that a City may adopt a "no limit" campaign contribution limit that satisfies the requirements of AB 571. The adoption of such a limit may be adopted if the ordinance clearly states that there are no limits on contributions.

The City has considered various options regarding the default campaign contribution limits and at this time desires to maintain the status quo and the right to establish its

CONSIDERATION AND APPROVAL OF AN ORDINANCE ADDING SECTIONS 2-10.01 AND 2-10.02 TO TITLE 2, CHAPTER 10 OF THE HUNTINGTON PARK MUNICIPAL CODE REGARDING CAMPAIGN CONTRIBUTION LIMITS UNDER AB 571

May 4, 2021
Page 2 of 2

own policies with regards to the manner in which City officials are elected. As such it is recommended that the City adopt the attached ordinance establishing a "no limit" campaign contribution limit in accordance with the guidance provided by the FPPC.

FISCAL IMPACT/FINANCING

There is no fiscal impact of this action.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

- A. Ordinance to Add Sections 2-10.01 and 2-10.02 to Title 2, Chapter 10, of the Huntington Park Municipal Code
- B. Fair Political Practices Commission AB 571 Fact Sheet

ATTACHMENT A

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,
CALIFORNIA ADDING SECTIONS 2-10.01 “AUTHORITY” and 2-10.02 “LIMITATIONS
ON CAMPAIGN CONTRIBUTIONS” IN CHAPTER 10 “LIMITATION ON CAMPAIGN
CONTRIBUTIONS IN MUNICIPAL ELECTIONS” AT TITLE 2, “ADMINISTRATION” OF
THE HUNTINGTON PARK MUNICIPAL CODE**

WHEREAS, the City of Huntington Park (“City”) is a general law city, incorporated under the laws of the State of California;

WHEREAS, the City Council finds that this Ordinance is necessary and appropriate, in furtherance of the public health, safety, and general welfare within the City;

WHEREAS, City does not currently impose any campaign contribution limits for elective City Offices;

WHEREAS, California Assembly Bill 571 (“AB 571”) adopts default campaign contribution limits for city and county elections that do not currently have campaign contribution limits effective as of January 1, 2021, and repeals Sections 10003 and 10202 of the California Elections Code, and amends, repeals, and adds Sections 85305, 85306, 85307, 85315, 85316, 85317, and 85318, 85702.5 of the California Government Code (“Gov. Code”) relating to the Political Reform Act of 1974;

WHEREAS, the default campaign contribution limits imposed by AB 571 do not apply to jurisdiction which adopt their own campaign contribution limits pursuant to Gov. Code Section 85702.5;

WHEREAS, under Gov. Code Section 85702.5, a county or city may, by ordinance or resolution, impose different limits on campaign contribution limits for elective county or city office that is different than those imposed by AB 571;

WHEREAS, the California Fair Political Practices Commission's AB 571 Fact Sheet advises that a city or county may elect to have no contribution limits if explicitly stated in an ordinance that there are no limits on contributions;

WHEREAS, prior to the adoption of AB 571, the Huntington Park Municipal Code did not have any campaign contribution limits and the City desires to maintain such “no limit” contribution

1 limits in accordance with the California Fair Political Practices Commission AB 571 Fact Sheet;

2 **WHEREAS**, the City Council of the City of Huntington Park desires to adopt this Ordinance
3 and amend the Municipal Code as set forth in the Ordinance.

4

5 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**
6 **PARK DOES HEREBY ORDAIN AS FOLLOWS:**

7 **SECTION 1.** The recitals set forth above are incorporated herein and by this reference made
8 an operative part hereof.

9

10 **SECTION 2.** Sections 2-10.01 (Authority) and 2-10.02 (Limitations on Campaign
11 Contributions) of Chapter 10 (Limitation on Campaign Contributions in Municipal Elections) at Title
12 2 (Administration) of the Huntington Park Municipal Code are hereby added to read as follows:

13

14 **2-10.01 Authority.**

15 Pursuant to California Government Code Section 85702.5, the City may establish limits on
16 contributions to a candidate for elective City office.

17

18 **2-10.02 Limitations on Campaign Contributions.**

19 There shall be no limits as to the amount of contribution made to the campaign of a candidate
20 for elective City office by any individual, entity, or committee.

21

22 **SECTION 3.** If any provision of this Ordinance or the application thereof to any person or
23 circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other
24 provisions, sections, or applications of the Ordinance which can be given effect without the invalid
25 provisions or applications, and to this end any phrase, section, sentence, or word is declared to be
severable.

26

27 **SECTION 4.** The City Clerk shall certify to the adoption of this Ordinance and shall cause
the same to be published as required by law.

SECTION 5. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

ATTEST:

CITY OF HUNTINGTON PARK

Sergio Infanzon, Acting City Clerk

Ricardo Reyes, City Manager

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENT B

Fair Political Practices Commission

Contribution Limits: City and County Candidates¹

Introduction

Pursuant to Assembly Bill 571 (Stats. 2019, Ch. 556, AB 571 Mullin), beginning January 1, 2021 a state campaign contribution limit will by default apply to city and county candidates when the city or county has not already enacted a contribution limit on such candidates. Along with the new campaign contribution limit, there are also other related provisions that formerly applied only to state level candidates that will now apply to city and county candidates. Please note that none of the provisions of AB 571 discussed in this fact sheet apply to candidates in cities or counties for which the city or county has enacted campaign contribution limits.

Current State Contribution Limit

The contribution limit that will now apply to city and county candidates pursuant to AB 571 is updated biennially for inflation. Contribution limits can be found in Regulation 18545(a)² and on the FPPC website [here](#). The default limit for contributions to city and county candidates subject to AB 571 for 2021-2022 is set at \$4,900 per election.

Other Amended Provisions Affecting City and County Candidates

Several other provisions will now apply to city and county candidates in jurisdictions that have not enacted campaign contribution limits, including the following:

- A candidate may not make a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571 limit.
- Candidates may transfer campaign funds from one candidate-controlled committee to another committee controlled by the same candidate if the committee receiving the transfer is for an elective state, county or city office. However, contributions transferred must be transferred using the "last in, firstout" or "first in, first out" accounting method and shall not exceed the applicable contribution limit per contributor.

¹ This fact sheet is informational only and contains only highlights of selected provisions of the law. It does not carry the weight of the law. For further information, consult the Political Reform Act and its corresponding regulations, advice letters, and opinions.

² The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

- Candidates may not personally loan to a candidate's campaign an amount for which the outstanding balance exceeds \$100,000. A candidate may not charge interest on any such loan the candidate made to the candidate's campaign.
- Candidates may establish a committee to oppose the qualification of a recall measure and the recall election when the candidate receives a notice of intent to recall. Campaign funds raised to oppose the qualification of a recall measure and/or the recall election would not be subject to any campaign contribution limit under the Act.
- Contributions after the date of the election may be accepted to the extent contributions do not exceed net debts outstanding from the election, and contributions do not otherwise exceed applicable contribution limits for that election.
- Candidates may carry over contributions raised in connection with one election to pay for campaign expenditures incurred in connection with a subsequent election for the same office.
- Candidates are permitted to raise contributions for a general election before the primary election and may establish separate campaign contribution accounts for the primary and general so long as candidates set aside contributions and use them for the general or special general election as raised. If the candidate is defeated in the primary election or otherwise withdraws from the general election, the general election funds must be refunded to contributors on a pro rata basis less any expenses associated with the raising and administration of the general election contributions.
- Candidates that are currently in office that are running for reelection to the same seat in an election after January 1, 2021 may carry over campaign funds without attribution. Candidates running for a different office also do not need to do LIFO FIFO or attribution.

FAQs

A. If a city or county does not currently have contribution limits set within their ordinance would the state contribution limit be the default?

Yes. The state contribution limit stated above would be the default contribution limit if the city or county ordinance is silent on whether there are contribution limits within that jurisdiction or if there is no city or county ordinance in place.

B. Is there a way for a city or county to adopt “no” contribution limits for city or county elective city and county offices?

Yes. A city or county may elect to have “no” contribution limits. To do so, it must explicitly state in the city or county ordinance that there are no limits on contributions. If it is explicit that the city or county has implemented “no” contribution limits, the state contribution limit will not apply as a default for that jurisdiction.

C. Can a city or county ordinance be less restrictive than the AB 571 limit (e.g., the city or county limit is set higher than the state limit)?

Yes. A city or county can set contribution limits higher than the default state limit.

D. If a city or county imposes contribution limits, is the Commission responsible for enforcing those limits?

No. The Commission will not regulate the administration or enforcement of the penalties. Cities or counties with existing limits or that adopt their own limits are not subject to the state limit and may impose their own penalties for violations.

E. If a city or county has voluntary contribution limits, but no mandatory contribution limits will the state limit be applicable?

Yes. A city or county must enact mandatory contribution limits to avoid the state limit applying to elective city and county offices.

F. Does the default contribution limit also include judicial candidates?

No. Elective city and county offices do not include judicial offices.

G. If a city or county has imposed contribution limits for particular city or county offices (e.g., Board of Supervisors), do those limits also apply to other positions such as the District Attorney or would the default state limit apply if a particular position is not specifically addressed by the city or county?

The default state limit would apply to other positions for which the city or county has not set contribution limits. A city or county ordinance must explicitly state the city or county contribution limits and for which elective offices those limits will apply. A city or county may adopt a general provision implementing a contribution limit for all elective city and county offices in that jurisdiction. As noted above, a city or county may also adopt an ordinance that states the city or county is adopting no contribution limits for any offices to avoid the default state limit applying.

H. Does AB 571 apply to special district or school district elections?

No. AB 571 applies only to city and county elections for offices that a city or county has not implemented its own contribution limit.

I. Can candidates that are subject to the AB 571 contribution limit open an officeholder committee?

No. Officeholder committees are not permitted for candidates subject to the AB 571 contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

J. Does the AB 571 contribution limit apply to debt retirement for the 2020 election?

No. For purposes of retiring debt, the contribution limit is the one that was applicable to that election. The Act did not impose a contribution limit on city and county candidates in 2020.

K. If a contribution was received for an election occurring after January 1, 2021, PRIOR to January 1, 2021, does this contribution count towards the new AB 571 contribution limit after January 1, 2021?

Yes. There was no contribution limit imposed on city and county candidates under the Act prior to January 1, 2021; however, if someone has already contributed up to or above the limit for a given election occurring after January 1, 2021, they will not be able to further contribute after January 1, 2021 to the same candidate for the same election.

L. If a contributor gave \$10,000 in 2020 (prior to the AB 571 limit going into effect) to committee for a 2022 primary election, what happens?

The AB 571 contribution limit does not apply to contributions made prior to January 1, 2021 so a contribution of this amount is permissible. However, the prior contribution would limit subsequent contributions for the same election (see last question).

M. Does the AB 571 contribution limit apply to political party committees and small contributor committees making contributions to candidates subject to the AB 571 limit?

Yes. Political parties and small contributor committees are only permitted to give contributions to candidates subject to the AB 571 in amounts up to the applicable AB 571 contribution limit for that candidate.

N. Does the AB 571 limit apply to county central committee candidates?

No. AB 571 imposes a contribution limit on city and county elective offices when a local jurisdiction has not already done so. Local jurisdictions are prohibited from placing contribution limits on county central committee candidates; therefore, AB 571 is not applicable to those offices.

O. If an election was held in November 2020, but resulted in the need for a run-off election to be held in February 2021, how would the contributions be treated under AB 571?

The run-off election is considered a new election. If a contributor gave any amount to an AB 571 candidate for the November 2020 election, the same contributor would still be permitted to contribute up to \$4,900 (the AB 571 limit) to the same candidate for the February 2021 run-off election.

