SOUTH GATE CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, November 26, 2024 at 6:30 p.m.

SOUTH GATE COUNCIL CHAMBERS
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280

VIEW MEETING LIVE ONLINE AT:
HTTPS://YOUTUBE.COM/@SOUTHGATECA90280

City Officials

MAYOR, Gil Hurtado	**CITY CLERK,** Yodit Glaze
VICE MAYOR, Maria Davila	**CITY TREASURER,** Jose De La Paz
COUNCIL MEMBER, Maria del Pilar Avalos	**CITY MANAGER,** Rob Houston
COUNCIL MEMBER, Joshua Barron	**CITY ATTORNEY,** Raul F. Salinas
COUNCIL MEMBER, Al Rios	

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING LIVE ONLINE AT: https://youtube.com/@SouthGateCA90280
Please allow up to 24 hours after the meeting for the archive to be available.
2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at: yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.
3. ATTEND THE MEETING IN PERSON
***The disruption in service of any alternative method does not prelude the City Council or other legislative**
body from taking further action and moving forward on the agenda.

Meeting Schedule

The regular meetings of the City Council are held on the second and fourth Tuesday of each month,

closed session business will usually commence at 5:30 p.m., when scheduled, and general business session will commence at 6:30 p.m.

Brown Act

Agendas are drafted to accurately state what the legislative body is being asked to consider. The legislative body can take action on "all items" listed on the agenda and be in compliance with the open meeting laws. Under the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The governing body may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

City's Vision Statement

We envision a thriving, safe and inclusive community where everyone has the opportunity to access exceptional services, education and support to be resilient and live full, vibrant lives.

Public Communications

Public Comments on agenda items are limited to three (3) minutes. All comments are to be addressed directly to the Agency Members not to the members of the public.

Emails for public comment received prior to 12pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Call to Order/Roll Call With Invocation & Pledge

CALL TO ORDER: Gil Hurtado, Mayor

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL: Yodit Glaze, City Clerk

Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is $790 monthly regardless of the amount of meetings.

Public Hearings - NONE

Comments From The Audience - Non-Agenda Items

During this time, members of the public may address the City Council regarding any items not listed on the agenda and within the subject matter jurisdiction of the City Council and not on this agenda. Comments from the audience will be limited to three (3) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law. The collective initial period of time for comments from the audience shall be limited to 45 minutes. Any speaker that did not get a chance to speak during this segment

due to the 45-minute limitations will be able to speak at the end of the meeting prior to adjournment.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt/interfere, other actions which disrupt the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section1.04.110.

Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Consent Calendar Items

Agenda Items **1, 2, 3, 4, 5, 6, 7** and **8** are Consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action. Members of the public are permitted to speak on any item listed but their time period is limited to three (3) minutes in total.

Any motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

1. Amendment No. 2 to Contract No. 3425 with Edgesoft, Inc. for as needed professional services to implement an automated solar permitting application SolarAPP+

The City Council will consider: (CD)

a. Approving Amendment No. 2 to Contract No. 3425 with Edgesoft, Inc., (“Agreement”) for $13,000 to implement SolarAPP+.

b. Accepting CalAPP funding and appropriating $60,000 to implement automated solar permitting software SolarAPP+.

c. Authorizing the Mayor to execute Agreement No. 2 in a form acceptable to the City Attorney.

Documents:

Item 1 Report 11262024.pdf

2. Amendment No. 2 to Contract No. 2022-82-AC with David Volz Design Landscape Architect, Inc. for Additional Construction Support Services for the Hollydale Community Park Renovation Project

The City Council will consider: (PW)

a. Approving Amendment No. 2 to Contract No. 2022-82-AC with David Volz Design Landscape Architect, Inc., ("Agreement") to provide additional construction support services for the construction of the Hollydale Community Park Renovation, City Project No. 607-PRK, at a cost not to exceed $46,919, and extending the contract term through June 30, 2025; and

b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

Item 2 Report 11262024.pdf

3. Amendment No. 2 to Contract No. 2023-134-AC with W.G. Zimmerman for Engineering Staff Augmentation

The City Council will consider: (PW)

a. Approving Amendment No. 2 to Contract No. 2023-134-AC with W.G. Zimmerman Engineering, Inc. ("Agreement") to extend the term of the contract to March 1, 2025, and to continue engineering staffing support services until the vacant Assistant Engineer position is filled, a not to exceed amount of $100,000; and

b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

Documents:

Item 3 Report 11262024.pdf

4. Agreement with W.A. Rasic Construction Company, Inc., for On-Call Municipal Water and Sewer Systems Maintenance Services

The City Council will consider: (PW)

a. Approving Agreement with W.A. Rasic Construction Company, Inc., for On-Call Municipal Water and Sewer Systems maintenance services for a three-year term with two optional one-year extensions, in an annual amount not-to-exceed $350,000 for a total of

$1,050,000;

b. Appropriating $200,000 in Water Funds from the unrestricted balance of the Water Fund and $150,000 in Sewer Funds from the unrestricted balance of the Sewer Fund to fully fund the Agreement; and

c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

Item 4 Report 11262024.pdf

5. Use of State of CA Office of Traffic Safety (OTS) 2024-2025 Selective Traffic Enforcement Program (STEP) Grant Funds

The City Council will consider: (PD)

a. Authorizing utilization of the 2024-2025 Selective Traffic Enforcement Program ("STEP") Grant Funds in the amount of $170,000 for overtime, equipment, and training expenses;

b. Amending the Fiscal Year 2024/25 Law Enforcement Grants Fund Budget by appropriating $123,402 for overtime salaries, $43,341 for equipment, and $3,257 for training expenses; and

c. Authorizing the Chief of Police to execute the STEP Grant Agreement in a form acceptable to the City Attorney.

Documents:

Item 5 Report 11262024.pdf

6. Use of 2022 State Homeland Security Program Subrecipient Agreement Grant Funds

The City Council will consider: (PD)

a. Authorizing utilization of 2022 Homeland Security Grant Program Funds in the amount of $45,577 for law enforcement equipment to address civil unrest, crowd control and active shooters; and

b. Increasing the Fiscal Year 2024/25 revenue projection in Account Number 232-541 (Law Enforcement Grants – Homeland Security Grant) to $45,577; and

c. Amending the Fiscal Year 2024/25 Law Enforcement Grants Fund Budget by appropriating $45,577 to Account Number 232-541-21-6204 (Law Enforcement Grants-

Homeland Security Grant – Small Tools and Equipment); and

d. Authorizing the City Manager to execute the State Homeland Security Grant Program Subrecipient Agreement for Grant Year 2022.

Documents:

Item 6 Report 11262024.pdf
2022 SHSP_Subrecipient Agreement - South Gate.pdf

7. Notice of Completion for the Construction of the Water Main Replacement Project, Phase I

The City Council will consider: (PW)

a. Accepting completion of the Water Main Replacement, Phase I, City Project No. 689-WTR by All Cities Engineering, Inc., effective November 26, 2024; and

b. Directing the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

Documents:

Item 7 Report 11262024.pdf

8. Minutes

The City Council will consider: (CLERK)

a. Approving the Special Meeting minutes of October 1, 2024;

b. Approving the Special and Regular Meeting minutes of October 8, 2024;

c. Approving the Special and Regular Meeting minutes of October 22, 2024; and

d. Approving the Special Meeting minutes of October 28, 2024.

Documents:

Item 8 Report 11262024.pdf

Reports, Recommendations And Requests

9. Memorandum Of Understanding with Los Angeles County for Lead Free Homes LA Program Management Services

The City Council will consider: (CD)

a. Approving the Memorandum of Understanding between the County of Los Angeles and City of South Gate Lead Free Homes LA Program management services; and

b. Authorizing the City Manager to execute the Memorandum of Understanding in a form acceptable to the City Attorney.

Documents:

Item 9 Report 11262024.pdf

10. Warrant Register for November 26, 2024

The City Council will consider approving the Warrant Register for November 26, 2024. (ADMIN SVCS)

Total of Checks:	$4,071,113.23
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (424,235.65)
Grand Total:	$3,646,877.58

Documents:

Item 10 Report 11262024.pdf

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on November 21, 2024, at 2:46 p.m., as required by law.

Yodit Glaze
City Clerk

GENERAL NOTICE TO THE PUBLIC

The City Council adopted new rules relating to the conduct of the public meetings, proceedings, and business in the City of South Gate on July 12, 2022, (Resolution 2022-38-CC) and go into effect on August 1, 2022. Resolution #2022-38-CC is available at the City Clerk's Office.

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesday of each month, closed session meetings will commence at 5:30 p.m. unless posted otherwise on its agenda. The regular City Council meetings will commence at 6:30 p.m. Agendas are available at the following locations: City Clerk Office, Public Notice Boards at City Hall, and on the City's web page at https://www.cityofsouthgate.org

The Public can sign up to receive automatic notices of postings of agendas for the City Council or any other Commission or Board of the City of South Gate. Visit the City webpage and click on the Agenda & Minutes icon. That will take you the page where an individual can enter their email in the "Email Updates" box to register.

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers.

Speakers are limited to three (3) minutes on any item listed on the agenda, including public hearings. Under Comments from the Audience portion, speakers are also limited to a single three (3) minutes time limit. Comments from the Audience is initially limited to 45 minutes at each meeting. Any speaker still wishing to speak, that did not speak, will have an addition Comments from the Audience opportunity after the last business item is finished. The Presiding Officer may extend the time limit as long as there is no objection from the City Council as a body.

To ensure that the public is able to participate, the City provides the opportunity to submit their comments in person, email, mail. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

CURFEW

In absence of a motion duly adopted by majority vote of the City Council, the Presiding Officer may adjourn the City Council meetings at 10:30 p.m. The Presiding Officer may ask the City Council if any agenda items listed should be continued or dealt with during the meeting. For those items to be continued, the City Council can direct the item be placed on the next City Council agenda or the current meeting may be adjourned to a time certain at which time the meeting shall be reconvened as an Adjourned Regular Meeting of the City Council and action upon the published agenda continued.

STAFF REPORTS

As a general rule, staff reports. or other written documentation are prepared/organized with respect to each item of business listed on the agenda. Meeting agendas and staff reports are available at least 72-hours prior to the scheduled regular City Council meeting and a minimum of 24-hours prior to a Special City Council meeting. There are times when the City Council receives written material. revised material after the posting of agendas, these materials are become a public record and will be available for public view within 72-hours after the meeting in which they were received. Those materials and any other public document can be inspected in the City Clerk's Office located at 8650 California Avenue, South Gate.

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk. Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

Office of the
South Gate City Clerk

NOV 21 2024

FILED 9:45am

Item No. 1

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 26, 2024**
Originating Department: **Community Development**

Department Director: *for Meredith T. Elguira* ***City Manager:*** *Rob Houston*

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3425 FOR A PROFESSIONAL SERVICES AGREEMENT WITH EDGESOFT, INC. TO IMPLEMENT AN AUTOMATED SOLAR PERMITTING APPLICATION SOLARAPP+.

PURPOSE: To approve Amendment No. 2 to Contract No. 3425 ("Amendment No. 2") with Edgesoft, Inc., for as needed professional services to implement an automated solar permitting online software to expedite the processing of residential solar applications.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 3425 with Edgesoft, Inc., ("Agreement") for $13,000 to implement SolarAPP+.
b. Accepting CalAPP funding and appropriating $60,000 to implement automated solar permitting software SolarAPP+.
c. Authorizing the Mayor to execute Agreement No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: Staff recommends an amendment to the Adopted Budget Fiscal Year 2024-2025 by appropriating the $60,000 grant. This is a State reimbursement grant that will cover the cost of establishing the application on the City's website, maintenance, and training to staff and applicants. There will be no impact to the General Fund.

BACKGROUND: The California State Legislature passed a series of bills to promote the development of residential solar and storage systems. Senate Bill 379 was signed into law by Governor Newsom on September 19, 2022. This bill requires cities and counties to adopt Solar Automated Permit Processing ("SolarAPP+") application for residential solar energy systems. The SolarAPP+ software is an online platform that provides plan review and instantly issues permits for code-compliant residential photovoltaic ("PV") systems.

ANALYSIS: Staff applied for and was awarded $60,000 to implement SolarAPP+ in South Gate. SolarAPP+ will allow contractors to submit and pay for solar permit applications online, track projects, and schedule inspections. SolarAPP+ will be integrated into the Department of Building and Safety's existing permitting system, Edgesoft, Inc. The software application will eliminate permitting delays and standardize the residential solar permitting process. The grant will be used to integrate SolarAPP+ with

the City's existing permitting application software from Edgesoft, Inc. Staff anticipates the online application will be available to the public in January of 2025.

ATTACHMENTS:
A. Amendment No. 2 to Agreement- Edgesoft, Inc.
B. Amendment No. 1 to Agreement- Edgesoft, Inc.*
C. Original Agreement No. 3425*
D. California Energy Commission- CalAPP Grant Agreement
E. Edgesoft Proposal

*Each document is available for review through the City Clerk's Office.

AMENDMENT NO. 2 TO CONTRACT NO. 3425 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SOUTH GATE AND EDGESOFT, INC.

This Amendment No. 2 to Contract No. 3425 for Professional Services for additional permit and licensing software ("Agreement") is made and entered into on November 26, 2024, by and between the City of South Gate, a municipal corporation ("City"), and Edgesoft, Inc. a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on March 13, 2019, the City Manager approved Contract No. 3425 with Consultant to provide a new permit and licensing software system, implementation, training and data hosting, for a term of three years, in an amount not to exceed Four Hundred Thirty Five Thousand Dollars ($435,000) and

WHEREAS, on October 8, 2019, the City Council approved Amendment No. 1 to the Agreement, to purchase additional software licenses, software implementation services and training for a new software system for the following City operations: (1) Geographic Information System ("GIS"), (2) Property Information Portal, and (3) City Clerk's Office Data and Document Search Engine, as identified in Scope of Work attached hereto as Exhibit "A", for a term of three years, through and including October 8, 2022, in an amount not to exceed Two Hundred Thousand Dollars ($200,000) under the terms and conditions of the Agreement.

WHERAS, City and Consultant desire to execute Amendment No. 2 to the Agreement, to continue providing additional permit and licensing software to the Community Development Department for the period up to April 30, 2025, in an amount not to exceed Thirteen Thousand Dollars ($13,000), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1 and 2 to the sum of Six Hundred Forty-Eight Thousand Dollars ($648,000).

NOW, THEREFORE, the Parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

1.1 TERM OF AGREEMENT. Consultant agrees to extend its services up to, and including January 31, 2025, unless otherwise terminated in accordance with the terms of this Agreement.

1.2 COMPENSATION FOR SERVICES. The additional compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **Thirteen Thousand Dollars ($13,000).** The total sum of the Agreement, Amendment Nos. 1 and 2 shall not exceed **Six Hundred Forty-Eight Thousand Dollars ($648,000).**

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain unchanged and in full force. Furthermore, the City reserves the right to augment or reduce the scope of work as the City deems necessary.

3. **EFFECTIVE DATE.** The effective date of this Agreement is November 26, 2024, and will remain in effect through and until project completion, unless otherwise terminated in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: /s/
Raúl F. Salinas, City Attorney

Edgesoft, Inc.

By: _____
Shan Sundar,
Chief Executive Officer

Dated: _____

EXHIBIT A

STATE OF CALIFORNIA
GRANT AGREEMENT
CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION

RECIPIENT	AGREEMENT NUMBER
City of South Gate	**APP-22-252**
ADDRESS	AGREEMENT TERM
8650 California Ave. South Gate, CA 90280	**05/11/2023 to 05/31/2027** The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Application with Scope of Work	Page(s): 4
Exhibit B – APP General Terms and Conditions	Page(s): 5
Exhibit C – Contact List	Page(s): 1

REIMBURSABLE AMOUNT	$ 60,000
MINIMUM MATCH SHARE REQUIRED	$ 0
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH	$ 60,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE Adrienne Winuk	DATE 6/27/2023	AUTHORIZED SIGNATURE Chris Jeffers	DATE 6/27/2023
NAME Adrienne Winuk		NAME Chris Jeffers	
TITLE Contracts, Grants, and Loans Office Manager		TITLE City Manager	
CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, MS 18, Sacramento, CA 95814			

ATTACHMENT 01
Grant Application Form – EXHIBIT A

California Automated Permit Processing (CalAPP) Program

1. APPLICANT INFORMATION (REQUIRED)

Jurisdiction Name (please use full legal name as it would appear on the executed grant): CITY OF SOUTH GATE
Jurisdiction Type (select one): ☒ City ☐ County ☐ City and County
Current Estimated Population State of California Department of Finance Demographics (https://dof.ca.gov/forecasting/Demographics/): ☐ Less than 50,000 ☐ From 100,000 to 200,000 ☒ From 50,000 to 99,999 ☐ Greater than 200,000

Project Manager *(serves as point of contact for all communications)*	Name	Sandra Varela
	Street Address	8650 California Ave
	City and Zip Code	South Gate 90280
	Phone Number	(323) 563-9558
	E-Mail Address	svarela@sogate.org

2. FUNDING (REQUIRED)

Assigned Maximum Grant Amount (select ***one***)

☐ **Group 1 ($40,000):** Population less than 50,000

☒ **Group 2 ($60,000):** Population from 50,000 to 99,999

☐ **Group 3 ($80,000):** Population from 100,000 to 200,000

☐ **Group 4 ($100,000):** Population greater than 200,000

3. PROJECT INFORMATION (REQUIRED)

A. Online, automated solar permitting platform to be adopted:

☒ SolarAPP+

☐ Other. If selected, complete Section 4 ("Additional Information")

B. Please select allowable budget item(s) anticipated to be used (Select at least one):

☒ Ongoing in-house staff labor costs associated directly with adoption and maintenance of the platform

☒ Ongoing third-party or consultant time associated directly with adoption and maintenance of the platform

☒ Ongoing staff training and education, specific to the platform

☒ Ongoing training events for local installers, specific to the platform

☒ Essential hardware or equipment necessary to support adoption of the platform

☒ Maintenance, such as adding support for energy storage paired with solar energy system permitting, and subscription cost for permit tracking software in support of adopted permitting platform

C. Estimated Project Timeline*

*Enter actual dates if activities already began

Activity	Date (Month/Year)
Begin Development/Pilot	August 2023
Full Adoption	January 2024
Staff Training	January 2024
Training for Local Installers	January 2024

4. ADDITIONAL INFORMATION (if applicable)

NOTE: Only complete this section if you implement a platform other than SolarAPP+

Please identify whether the following features are supported by the implemented platform. All features are required for the platform to qualify for funding. CEC staff will verify prior to payment approval.

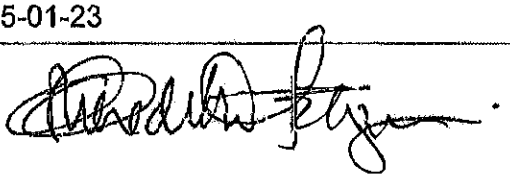
Performs an automated plan review for residential solar energy systems that completes automatic code compliance checks based on user inputs (such as a contractor), thereby enabling or otherwise issuing permits instantly when the project is confirmed as code compliant, without the need for human review	☐ Yes	☐ No
Supports online, immediate fee payment once an application is complete, which may include auto-invoicing of permit fee costs	☐ Yes	☐ No
Supports immediate generation of a permit job card following payment confirmation	☐ Yes	☐ No
Blocks noncompliant applications from receiving a permit	☐ Yes	☐ No
EITHER: 1) Stand-alone permitting tool; **OR** 2) Integrates with current software and inspection platform already in use	☐ Yes	☐ No

5. REPORTING (REQUIRED)

Following adoption and verification of a qualifying platform, the Energy Commission may request, and the Recipient will provide if requested, annual data on the number of permits issued for solar energy systems and a solar energy system paired with an energy storage system including relevant characteristics of those systems, such as system capacity. Please indicate your acceptance of these terms.	☒ Yes	☐ No

6. CERTIFICATION (REQUIRED)

- I am authorized to complete and sign this form on behalf of the applicant.
- I authorize the California Energy Commission to make any inquiries necessary to verify the information presented in this application.
- I have read and understand the terms and conditions contained in this solicitation. I accept the terms and conditions contained in this solicitation on behalf of the applicant, and the applicant is willing to enter into an agreement with the Energy Commission to conduct the proposed project according to the terms and conditions without negotiation.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Authorized Representative:	Meredith Elguira
Title:	Community Development Director
Phone Number:	(323) 563-9529
E-mail Address:	melguira@sogate.org
Date:	05-01-23
Signature of Authorized Representative:	

NOTE: Do not overlap signature with surrounding border lines.

California Automated Permit Processing (CalAPP) Program
ATTACHMENT 2 – Terms and Conditions

Added language appears in **bold underlined** font and deleted language appears in strikethrough and within square brackets.

1. Background and Authority for this Grant

California Senate Bill 129 (2021) included an appropriation to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

2. Documents Incorporated by Reference and Priority

Incorporated by reference into this agreement are the following documents:

A. Grant Funding Opportunity (GFO) 21-402.
B. Recipient's application to CalAPP.

As between and the incorporated documents and the remainder of this Agreement, the rest of this Agreement takes priority in case of a conflict.

3. Budget, Invoices, and Payments

a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2027, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2027, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2027, for all amounts due under this Agreement.

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement after successful adoption of a qualifying solar permitting platform as verified by the CEC, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.

c) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.

d) Unallowable costs include:
- Software not related to the adoption of a qualifying online, automated permitting platform.

- Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.
- Typically excluded items such as food and beverages.
- Advertising costs.
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

4. Certification

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its CalAPP project in compliance with this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

5. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

6. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply and will ensure its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC 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 of the Act.

~~[By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:~~

~~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:~~

~~• The dangers of drug abuse in the workplace;~~
~~• The person's or organization's policy of maintaining a drug-free workplace;~~
~~• Any available counseling, rehabilitation, and employee assistance programs; and~~
~~• 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 project:~~

~~• Will receive a copy of the company's drug-free policy statement; and~~
~~• Will agree to abide by the terms of the company's statement as a condition of employment on the project.]~~

~~In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC 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.~~

7. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

8. Accounting and Audit

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient

agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

9. Public Works

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages, applying to its entire project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

10. Intellectual Property

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

11. Amendment

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

12. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

13. Independent Capacity

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

14. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

15. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

16. Access to Sites and Records

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.

17. Termination Without Cause

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

18. Third-Party Beneficiary

The Recipient shall in every subcontract under this Agreement include a provision indicating the CEC is a third-party beneficiary to the agreement.

19. Survival of Terms

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- 18. Third-Party Beneficiary

Exhibit C
CONTACT LIST

California Energy Commission	Recipient
Commission Agreement Manager: Adam Van Winkle California Energy Commission 715 P Street, MS-45 Sacramento, CA 95814 Phone: (916) 891-9060 e-mail: Adam.Vanwinkle@energy.ca.gov	**Project Manager:** Sandra Varela Community Development Tech II 8650 California Ave South Gate, CA 90280 Phone: (323) 563-9558 e-mail: svarela@sogate.org
Confidential Deliverables/Products California Energy Commission Contracts, Grants, and Loans Officer 715 P Street MS-18 Sacramento, CA 95814	**Administrator:** Meredith Elguira Community Development Director 8650 California Ave South Gate, CA 90280 Phone: (323) 563-9529 e-mail: melguira@sogate.org
Invoices, Progress Reports and Non-Confidential Deliverables to: California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814 Email PDF of Payment Request invoice packet to: invoices@energy.ca.gov	**Accounting Officer:** Wendy O'Kelly Deputy Director of Finance 8650 California Ave South Gate, CA 90280 Phone: (323) 563-9522 e-mail: wokelly@sogate.org
Legal Notices: Tatyana Yakshina Grants Manager 715 P Street MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: tatyana.yakshina@energy.ca.gov	**Recipient Legal Notices:** Raul Salinas City Attorney 8650 California Ave South Gate, CA 90280 Phone: (323) 563-9538 e-mail: rsalinas@sogate.org

Created for: The City of South Gate
Date: Nov 6th, 2024
Account Rep: Gaurav Garg

The below document is a Statement of Work (SOW) and associated Pricing. The pricing in this proposal is valid for 30 days.

About SolarAPP+
SolarAPP+ is a web-based portal, developed by the National Renewable Energy Laboratory, that automates project plan review and produces code-compliant approvals to support building departments in quickly issuing permits for residential solar energy system installations.

Process Overview

- Contractor logs into South Gate's website and clicks SolarAPP+ Permit. The link will take them directly to SolarAPP+ portal. Project information is entered including design and product information. The SolarAPP+ system automatically conducts an automated permitting review for safety and code compliance.
- Once approved, the contractor would pay a marginal $25 fee in the SolarAPP+ portal and the system would then generate an Approval Code.
- Contractor would then click the link taking them back to the South Gate's OPC portal. Project information including the SolarAPP+ approval code is entered and supporting documents are uploaded in the OPC.
- Once completed, permit fees are paid to the City and the Instant Solar Permit is issued. Users can print the permit directly from their computer.

SCOPE OF WORK:

- South Gate's OPC portal will have an additional option for Solar Permit.
- The application process will ask for Approval code which is generated from SolarApp+ after completing the process.
- Once, Contractor enters the Approval code
- Software will ask other relevant information e.g. Address.
- User will pay the permit fee and permit will be generated instantaneously.
- User can print the permit at home.

Project Plan

Project plan for this project is structured around agile methodology, utilizing (3) sprints of Two (2) week each to ensure a streamlined and efficient development process. This approach allows for regular feedback, iterative improvements, and timely delivery of the project components. A detailed project plan will be developed after the kickoff meeting.

The tentative project start date will be 12/16/2024 and Project will go Live on 01/24/2025.

Sprint	Feature / Epics
1(W1, W2) 12/16/2024-12/27/2024	**Preparation**
	Kick-off Meeting
	Project plan with timelines
	Scope of work creation
	Test environment Setup
	Finalize Fee Schedule
	Inform SolarApp+ about this implementation and provide the necessary information.
2 (W3, W4) 12/30/2024 – 01/10/2025	**Implementation**
	Update OPC to include option for Instant Solar Permit
	Update OPC to accept documents for Solar Permit
	Update OPC to follow workflow to process instant solar permit.
	Update OPC to accept approval id of Solarapp+ and validate its format.
	Update OPC to accept payment for Instant Solar permit and option to print payment receipt.
	Update OPC to allow contractors to print payment receipt.
	Update OPC to allow contractors to print permit.
	Setup email Notification to staff and contractors
3 (W5, W6) 01/13/2025 – 01/24/2025	**UAT / Go-Live**
	UAT and Feedback
	Go-Live Preparation
	Go-Live

Edgesoft, Inc.

IMPLEMENTATION SERVICES

Description	Price
Project Implementation Services	
Project management	$3000.00
Upgradation of Online Permit Counter (OPC) with Solar permit detail	$6,500.00
Upgradation of OPC to issue Solar permit online	$3,500.00
Total	**$13,000.00**

PAYMENT MILESTONES

Payment No	Milestone	Payment Amount
1	Project Management and Implementation *Payable within 30 Days of signing the contract	$13,000.00
	TOTAL	**$ 13,000.00**

Maintenance Services:

Description	Price
Project Maintenance Services	
Agree to be billed for **on-demand support.** There is no prepaid support, and the City can call whenever there are any issues. This is effective after 30 days after going live. We will let you know the cost estimates and bill you after work is completed.	$250/Hour

Sprint	Feature / Epics
1(W1, W2) 12/16/2024-12/27/2024	**Preparation**
	Kick-off Meeting
	Project plan with timelines
	Scope of work creation
	Test environment Setup
	Finalize Fee Schedule
	Inform SolarApp+ about this implementation and provide the necessary information.
2 (W3, W4) 12/30/2024 – 01/10/2025	**Implementation**
	Update OPC to include option for Instant Solar Permit
	Update OPC to accept documents for Solar Permit
	Update OPC to follow workflow to process instant solar permit.
	Update OPC to accept approval id of Solarapp+ and validate its format.
	Update OPC to accept payment for Instant Solar permit and option to print payment receipt.
	Update OPC to allow contractors to print payment receipt.
	Update OPC to allow contractors to print permit.
	Setup email Notification to staff and contractors
3 (W5, W6) 01/13/2025 – 01/24/2025	**UAT / Go-Live**
	UAT and Feedback
	Go-Live Preparation
	Go-Live

City of South Gate

CITY COUNCIL

Office of the
South Gate City Clerk
NOV 21 2024
FILED
9:55 a.m.

AGENDA BILL

For the Regular Meeting of: **November 26, 2024**

Originating Department: **Public Works**

Department Director: *Arturo Cervantes* *City Manager:* *Rob Houston*

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2022-82-AC WITH DAVID VOLZ DESIGN LANDSCAPE ARCHITECT, INC., FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING CONSTRUCTION SUPPORT SERVICES FOR THE HOLLYDALE COMMUNITY PARK RENOVATION PROJECT, CITY PROJECT NO. 607-PRK

PURPOSE: To approve Amendment No. 2 to Contract No. 2022-82-AC ("Amendment No. 2") with David Volz Design Landscape Architect Inc., ("DVD") for additional construction support services for the Hollydale Community Park Renovation Project through construction completion for an amount not to exceed $46,919. The project is currently under construction and planned for completion in December 2024.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2022-82-AC with David Volz Design Landscape Architect, Inc., ("Agreement") to provide additional construction support services for the construction of the Hollydale Community Park Renovation, City Project No. 607-PRK, at a cost not to exceed $46,919, and extending the contract term through June 30, 2025; and
b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. Amendment No. 2 is in the amount of $46,919 and will be funded with Prop A Funds budgeted in the Fiscal Year 2024/25 Capital Improvement Program ("CIP").

ANALYSIS: The Agreement was administratively awarded to DVD in the amount of $45,000 to provide construction support services during construction of the project. The contract provided funding for a construction schedule of 100 working days, starting October 11, 2022, and ending February 28, 2023. The original scope and funded was not sufficient to fully fund services, as construction of the project was complicated by the construction contractor. The contractor submitted excessive change order requests, and requests for information that required more services than were budgeted. Further, the contractor eventually abandoned the job site. A second phase of construction is now under way, which was not within the scope of DVD. An

amendment is needed to provide additional funding for services through construction completion. Amendment No. 2 provides $46,919 on a not-to-exceed basis. It also extends the term of the contract to June 30, 2025.

BACKGROUND: The Hollydale Community Park Project is budgeted in the FY 2024/25 CIP and is under construction. The improvements include a 1,700 square-foot building, storm water chambers, a playground, synthetic turf, a sand and water play area, basketball court shade structures, a new irrigation system, decomposed granite, park bench and picnic tables, permeable pavers, concrete flat work, and other miscellaneous amenities.

On September 27, 2022, the Agreement was administratively awarded to DVD to provide construction support services in the amount of $45,000. On May 9, 2024, Amendment No. 1 to the Agreement in the amount of $41,298 was approved by City Council to continue such services through the completion of the construction which was planned for September 2023. The construction contractor abandoned the job site after construction was approximately 80% completed, which was beyond the control of DVD. On April 9, 2024, the City Council terminated Contract No. 2022-84-CC with NR Development, and on August 27, 2024, the City Council awarded a construction contract to ZZ Construction Inc., to complete the construction on the Project. Construction began on September 16, 2024, and is planned for completion in late December 2024.

Amendment No. 2 to the Agreement provides services needed though construction completion, such as preparing responses to Requests for Information ("RFI") related to the design, reviewing technical submittals and change order requests, and attending construction meetings.

ATTACHMENTS:
A. Proposed Amendment No. 2 (including Exhibit A)
B. Amendment No. 1*
C. Contract No. 2022-82-AC*

*Each document is available for review through the City Clerk's Office.

ES:lc

AMENDMENT NO. 2 TO CONTRACT NO. 2022-82-AC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HOLLYDALE COMMUNITY PARK PROJECT BETWEEN THE CITY OF SOUTH GATE AND DAVID VOLZ DESIGN LANDSCAPE ARCHITECT INC.

This Amendment No. 2 to Contract No. 2022-82-AC ("Agreement") for additional Architectural and Engineering Construction Support Services for the Hollydale Community Park Project, is made and entered into on November 26, 2024, by and between the City of South Gate, a municipal corporation ("City"), and David Volz Design Landscape Architect Inc. ("DVD"), a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 27, 2022, the City, administratively approved the Agreement, to provide professional architectural and engineering construction support services for the Hollydale Community Park Project, City Project 607-PRK ("Project"), in an amount not-to-exceed **Forty-Five Thousand Dollars ($45,000)**; and

WHEREAS, on May 9, 2023, the City Council approved Amendment No. 1 to the Agreement, to provide construction support services, in an amount not to exceed **Forty-One Thousand Two Hundred Ninety-Eight Dollars ($41,298)**;

WHEREAS, the City Council and Consultant desire to execute Amendment No. 2 to the Agreement, increasing the compensation payable to the Consultant in an amount not to exceed **Forty-Six Thousand Nine Hundred Nineteen Dollars ($46,919)**, for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, Amendment Nos. 1 and 2 to **One Hundred Thirty-Three Thousand Two Hundred Seventeen Dollars ($133,217)**.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

a. SCOPE OF WORK. The Scope of Work to be performed by Consultant for the duration of the term of the Agreement shall be limited to that set forth in Exhibit "A." The City reserves the right to augment or reduce the scope of work as City deems necessary.

b. COMPENSATION. The additional compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **Forty-Six Thousand Nine Hundred Nineteen Dollars ($46,919)**. The total sum of the Agreement, Amendment Nos. 1 and 2 shall not exceed **One Hundred Thirty-Three Thousand Two Hundred Seventeen Dollars ($133,217).**

c. **TERM OF AGREEMENT.** This Amendment No. 2 shall be through and including June 30, 2025.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its original amendments, attachments and exhibits attached hereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

DAVID VOLZ DESIGN LANDSCAPE ARCHITECT, INC.

By: _____
David Volz, President

Dated: _____

David Volz Design
Landscape Architects and Park Planners

~~July 8, 2024~~
Revised 10/18/2024

Steve Costley
City of South Gate
4900 Southern Avenue
South Gate, CA 90280

RE: PROPOSAL TO PROVIDE CONSTRUCTION PERIOD SERVICES FOR HOLLYDALE PARK

Dear Mr. Costley,

With this important project under construction, our design team is ready to assist the City of South Gate with construction period services. We are projecting a limited amount of hours and will bill time and materials. We are assuming to attend meetings and site visits to review construction progress for demolition, layout for the new play equipment, and rubberized surfacing. The DVD will include a letter of substantial completion and a final punch walk.

Task 1 - Construction Assistance

1.01 Attend pre-construction meeting
1.02 Respond to project Requests for Information (RFI's)
1.03 Review submittals
1.04 Participate in construction progress meetings and prepare meeting summary notes (five meetings)

Thank you for including David Volz Design on the team for this project. We are looking forward to continue working with you and the City of South Gate. Should you have any questions, please do not hesitate to call.

Very truly yours,
DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

FEE PROPOSAL

Scope of Service	DD $200	LA $160	CT $120	AD $110	Total Hrs	Fee Extension
Construction Support Services	11	100		20	131	$ 20,400
Architectural Services						$ 17,250
Civil Engineering						$ 2,875
Design West Engineering						$ 2,944
Structural Engineering (if needed)						$ 3,450
					Total Proposed Fee	$ 46,919

ASSUMPTIONS:

1. Hours will be billed for time and materials, not to exceed contract amount.

2. Only services specifically noted in the scope of services are included in the fee schedule. Services such as construction survey, utility potholing, etc. are not included.

3. Addition to the above the services and fees will be required if construction exceeds the **three consecutive calendar months**. Construction period service will require more fees if construction exceed the length of construction previously mentioned.

4. The following project expenses will be billed at cost plus 15% administrative fee in addition to the professional fees listed above:
   - Printing, copying, scanning, graphic, photography and reproduction services
   - Delivery, shipping and courier charges
   - Subconsultant fees and expenses
   - Agency fees, permits, plan check and inspection fees

City of South Gate
CITY COUNCIL

Office of the
South Gate City Clerk

NOV 21 2024

FILED

9:55 a.m.

AGENDA BILL

For the Regular Meeting of: **November 26, 2024**
Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** *Rob Houston*

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2023-134-AC FOR PROFESSIONAL SERVICES WITH W. G. ZIMMERMAN ENGINEERING, INC. FOR ENGINEERING STAFF AUGMENTATION

PURPOSE: To approve Amendment No. 2 to Contract No. 2023-134-AC ("Amendment No. 2") with W.G. Zimmerman Engineering, Inc. ("Zimmerman") to continue services to provide engineering staff support until the vacant Assistant Engineer position is filled.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Amendment No. 2 to Contract No. 2023-134-AC with W.G. Zimmerman Engineering, Inc. ("Agreement") to extend the term of the contract to March 1, 2025, and to continue engineering staffing support services until the vacant Assistant Engineer position is filled, a not to exceed amount of $100,000; and
b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: Amendment No. 2 to the Agreement is in the amount of $100,000. Approximately fifty (50) percent will be funded by General Fund salary savings from the budgeted vacant engineering positions and approximately fifty (50) percent will be funded from projects funded with restricted funds such as Capital Improvement Program ("CIP") and developer funds. The total revised contract amount is $314,311, inclusive of the Agreement, and Amendment Nos. 1 and 2.

ANALYSIS: On June 13, 2023, the City Council approved a policy that authorizes staff to fund temporarily, contract staff augmentation services with salary savings from vacant positions ("Policy"). Staff is seeking approval to fund Amendment No. 2 to the Agreement in accordance with this policy.

The Engineering Division is currently recruiting for two vacant engineering positions. The vacancies have created estimated salary savings summarized on the following page. There is a critical need to temporarily fill the vacant Assistant Engineer position to continue to perform daily inspections, assist with Public Works Counter, and support various projects until the recruitment is completed. Amendment No. 2 to the Agreement retroactively funds services rendered from September 23, 2024, to March 1, 2025, for a total of $100,000. An estimated fifty (50) percent

will be funded with salary savings and the remaining with restricted funds, such as CIP and development funds. The salary savings for Fiscal Year 2024/25 is estimated to be $166,169, as summarized below.

Vacant Position/Vacancy Date	6-month Salary Savings	Total
Assistant Engineer /June 18, 2024	$67,875	$67,875
Principal Civil Engineer / February 2024	$98,294	$98,294
	General Fund Savings	**$166,169**

BACKGROUND: On September 25, 2023, the City Manager approved the Agreement for $47,311 with W.G. Zimmerman (Consultant) to provide staff augmentation services. On March 12, 2024, City Council approved Amendment No. 1 to the Agreement which extended the services up to September 2024 and increased the total aggregate compensation to $214,311.

The Agreement was put in place to augment staffing when the Engineering Technician position became vacant. The position was subsequently filled on March 20, 2024. As a part of the transition, the Consultant provided training to the newly hired Engineering Technician through July 2024. However, on June 18, 2024, the Assistant Engineer position became vacant. The Consultant was therefore tasked with continuing to provide staff augmentation services due to that position becoming vacant. The recruitment for an Assistant Engineer has been completed. An offer has been made and accepted. A start date has not been set as the background check takes time. The Consultant will continue to provide services through the onboarding and training of the new Assistant Engineer.

The Assistant Engineer position duties include but are not limited to issuance of encroachment permits, development review, inspection of construction activity within the public right-of-way, plan check, provide support to project managers, support capital improvement projects, provide support for the National Pollution Discharge Elimination System ("NPDES") program, provide support at the Public Works Counter, and communications (email, in-person and phone calls).

ATTACHMENTS: A. Proposed Amendment No. 2 (including Exhibit A)
B. Contract No. 2023-134-AC*
C. Amendment No. 1*

*Each document is available for review through the City Clerk's Office.

LC/JL:lc

AMENDMENT NO. 2 TO CONTRACT NO. 2023-134-AC FOR PROFESSIONAL STAFF AUGMENTATION SERVICES BETWEEN THE CITY OF SOUTH GATE AND W.G. ZIMMERMAN ENGINEERING, INC.

This Amendment No. 2 to Contract No. 2023-134-AC ("Agreement") for Professional Staff Augmentation Services, is made and entered into on November 26, 2024, by and between the City of South Gate, a municipal corporation ("City"), and W.G. Zimmerman Engineering, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, on September 26, 2023, the City approved the Agreement for Forty-Seven Thousand Three Hundred Eleven Dollars ($47,311) for a period of five months; and

WHEREAS, on March 12, 2024, the City approved Amendment No. 1 to the Agreement to extending the term through September 12, 2024, in an amount not to exceed One Hundred Sixty-Seven Thousand Dollars ($167,000) bringing the aggregate total of the Agreement, and Amendment No. 1 to a total sum of Two Hundred Fourteen Thousand Three Hundred Eleven Dollars ($214,311); and

WHEREAS, the City and Consultant desire to execute Amendment No. 2 to the Agreement extending the term through March 1, 2025, in an amount not to exceed **One Hundred Thousand Dollars ($100,000)**, for services identified in Exhibit "A" attached hereto, under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement, and Amendment Nos. 1 and 2 to a total sum of **Three Hundred Fourteen Thousand Three Hundred Eleven Dollars ($314,311).**

NOW, THEREFORE, the parties hereby agree as follows:

1. MODIFICATION TO AGREEMENT.

1.1 TERM OF AGREEMENT. The term of the Agreement shall be extended retroactively effective from October 1, 2024, through and including March 1, 2025, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided in the Agreement.

1.2 COMPENSATION. The additional compensation paid by City to Consultant for the work identified in Exhibit "A" shall not exceed **One Hundred Sixty-Seven Thousand Dollars ($167,000).** The total sum of the Agreement, and Amendment Nos. 1 and 2 shall not exceed **Three Hundred Fourteen Thousand Three Hundred Eleven Dollars ($314,311).**

2. EFFECT OF AMENDMENTS. Except as expressly amended herein, all other terms

and conditions of Agreement and its Amendments, Attachments and Exhibits attached hereto, shall remain in full force and effect. Without limiting the generality of the foregoing, Agreement shall remain unchanged during the term of Agreement as extended by Section 1 above. Furthermore, City reserves the right to augment or reduce the scope of work as City deems necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

W.G. ZIMMERMAN ENGINEERING, INC:

By: _____
Bill Zimmerman, Principal / CEO

Dated: _____

October 24, 2024

Jose Loera
City Traffic Engineer
City of South Gate
8650 California Avenue
South Gate, CA 90280

Subject: Letter Proposal for Staff Support Services – William Orejana

Dear Mr. Loera:

We at W.G. Zimmerman Engineering Inc. (WGZE) are very excited to submit this Letter Proposal for support services to the City of South Gate.

We propose William Orejana who is currently serving the City in this capacity. His rate is $120.00 per hour. Amendment No. 2 provides $100,000 for services provided to March 1, 2025, The contract amendment amount shall not exceed $100,000 without written authorization from the City.

We look forward to continually serving the City of South Gate. Please contact me directly at (657) 845-9500 office or cell phone at (714) 412-1597 should you have any questions.

Respectfully submitted,
W.G. Zimmerman Engineering, Inc.,

Bill Zimmerman, PE, TE, PTOE
President

City of South Gate, Public Works Department

Contract Change Order

Date: **10/8/2024** Change Order No. **01** Account No. **411-731-71-9522**

Contractor: **ALL CITIES ENGINEERING** Contract No. **2024-16-CC**

Contract Date: **2/27/2024** Account Code

Plan Reference : **WATER MAIN REPLACEMENT PHASE I, CITY PROJECT NO. 689-WTR**

Change Order Amount : **-$21,035.69** Extension of Contract: None

Reason for Change: **The overall change order is deduct to the contract. There were tasks that were not needed to be performed so the overall change order was a deduct.**

Description of Change: Relocations of 12" water main on State St due to unforseen site condition, relocation of pipeline on Michigan and Elizabeth Ave, and relocation of fire hydrant. Deducts were meters not neeed on State St. and concrete work on State St.

Original Contract Amount	$ 3,354,018.50
Total of previous authorized Change Orders	$ -
New Change Order Amount	$ (21,035.69)
New Contract Amount	$ 3,332,982.81

The Changes described above are hereby authorized.

Approved: October 8, 2024.

Derwin Dy; Project Manager

Consultant: All Cities Engineering

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

City Manager; Rob Houston Date

Original - Project File
CC: - Contractor/Consultant
- Department

Item No. 4

Office of the
South Gate City Clerk

NOV 21 2024

FILED

9:55 a.m.

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 26, 2024**
Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** *Rob Houston*

SUBJECT: AGREEMENT WITH W.A. RASIC CONSTRUCTION COMPANY, INC., FOR ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE SERVICES

PURPOSE: To award an on-call maintenance services agreement for as-needed repairs for the Municipal Water System and the Sanitary Sewer System. The proposed agreement provides a specialty contractor to complete urgent and/or emergency repairs on an expedited basis, based on competitive pricing.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving Agreement with W.A. Rasic Construction Company, Inc., for On-Call Municipal Water and Sewer Systems maintenance services for a three-year term with two optional one-year extensions, in an annual amount not-to-exceed $350,000 for a total of $1,050,000.
b. Appropriating $200,000 in Water Funds from the unrestricted balance of the Water Fund and $150,000 in Sewer Funds from the unrestricted balance of the Sewer Fund to fully fund the Agreement; and
c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The proposed Agreement is in the amount of $1,050,000, or $350,000 annually. Appropriations are required to fund Year 1 services including $200,000 in Water Funds and $150,000 in Sewer Funds for Fiscal Year 2024/25. Year 2 and Year 3 services will be funded in future fiscal year operating budgets. The contract will be funded as summarized below.

Period	Water Account No. (411-731-71-6101)	Sewer Account No. (412-732-52-6101)	Total	Fiscal Year of Appropriation
Year 1	$200,000	$150,000	$350,000	2024/2025
Year 2	$200,000	$150,000	$350,000	2025/2026
Year 3	$200,000	$150,000	$350,000	2026/2027
Total	**$600,000**	**$450,000**	**$1,050,000**	

ANALYSIS: From time to time, the municipal water system and sanitary sewer system require urgent repairs, such as when there is a major leak in a pipeline, a pipe breakage, and a sewer spill due to deteriorated sewer mains. The Public Works Department's policy is to complete urgent repairs on an expedited basis. Such policies are essential to avoid noteworthy issues such as an interruption of water service, an undermined roadway condition, or contamination of soil. Urgent repairs are performed by City staff most of the time; however, the services of a specialty contractor are sometimes warranted by the complexity of the repairs required. The Municipal Code requires that contracts be competitively bid. Section 1.54.470 (Exceptions to bidding requirements for public projects, maintenance work, and similar construction-related activities in case of emergencies) of the Municipal Code however authorizes contracts to be sole sourced when emergencies arise. While sole-sourcing accelerates the process for securing contractors, sole-sourcing does not provide for competitive pricing. That said, the recommended contract provides a specialty contractor to complete urgent repairs on an expedited basis and based on competitive pricing.

BACKGROUND: The City owns a municipal water system that consists of over 135 miles of water pipelines, and a sanitary sewer system that consists of 119 miles of sewage pipelines. The services of a specialty contractor are sometimes necessary to perform urgent repairs on an expedited basis. Staff is recommending awarding a contract to W.A. Rasic Construction Company, Inc.

On October 3, 2024, the Notice Inviting Bids was advertised in the South Gate Press newspaper, Planet Bid, and the City's website. The bid process required contractors to submit bids in a sealed envelope to the City Clerk's Office. On November 4, 2024, eight bids were received and opened by the City Clerk in a public forum. After the bidding was closed, prior to opening the bids received, City disclosed the sample project to the bidders in the same public forum. The sample project included estimated quantities for items of work that are typically necessary for urgent repairs (see Attachment "B"). The bids included pricing for typical items of work, equipment rates and labor rates.

On November 4, 2024, Engineering Division staff applied the bid pricing to the sample project to determine the low bidder (See Attachment "B"). The following is a summary of the bids, based on the sample project:

No.	Contractor	Bid Amount of Sample Project
1	W.A. Rasic Construction Company, Inc.	$194,636
2	CEM Construction Corp.	$428,250
3	Mike Prlich and Sons, Inc.	$456,600
4	Stephen Doreck Equipment Rentals, Inc.	$468,387
5	Big Ben Engineering	$471,450
6	JA Salazar Construction and Supply Corp.	$482,125
7	Dominguez General Engineering, Inc.	$687,500
8	Gentry General Engineering, Inc.	$1,516,000

W.A. Rasic Construction Company, Inc. ("W.A. Rasic") submittal resulted in the lowest responsible and responsive bid.

Staff is proposing awarding a contract that provides for $350,000 in annual services. This level of service is selected based on the estimated amount of work that could occur annually and is consistent to past expenditures with the similar contract. Staff is also recommending a contract term of three years, with a provision that allows for two, one-year extensions.

Located in the City of Long Beach, W.A. Rasic exhibits the capability, capacity, and experience to perform as-needed urgent repairs. They have been providing similar on-call services for over 15 years for agencies such as the Orange County Water District, California Water Service Company, City of Glendale, Los Angeles Department of Water and Power, Los Angeles County, Liberty Utilities, Long Beach Water Department and Inland Empire Utility Agency. This company operates with over 400 employees. The company estimates that they deliver over $150 million in projects annually, with contracts that range from $1,000 to $80 million. Finally, W.A. Rasic provided the same services to the City since 2017 in a manner that met expectations.

ATTACHMENTS: A. Proposed Agreement (including Exhibit A)
B. Bid Summary

AA:lc

AGREEMENT FOR ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE SERVICES BETWEEN THE CITY OF SOUTH GATE AND W.A. RASIC CONSTRUCTION COMPANY, INC.

This Agreement for On-Call Municipal Water and Sewer Systems Maintenance Services ("Agreement") is made and entered into on November 26, 2024, by and between the City of South Gate, a municipal corporation ("City") and W.A. Rasic Construction Company, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, City desires to retain Contractor for On-call Municipal Water and Sewer Systems Maintenance Services ("Maintenance Services");

WHEREAS, Contractor warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Maintenance Services under this Agreement; and

WHEREAS, based on such representation, City desires to contract with Contractor to perform the Maintenance Services described in the Proposal attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The City hereby engages the Contractor, and the Contractor accepts such engagement, to perform the Maintenance Services ("Work") identified on Exhibit "A" hereto. The work to be performed shall be as directed by the City on the sewer system and water system ("City Facilities") are also identified on Exhibit "A" hereto. The Work shall include all the terms and conditions of Contractor's proposal dated November 4, 2024 ("Proposal"), which shall be attached as part of Exhibit "A" and which is incorporated herein by this reference; provided, however, that to the extent the Proposal conflicts with anything else in this Agreement, the terms of this Agreement shall control.

2. **COMPENSATION.** The maximum amount of compensation to be paid to Contractor hereunder, pursuant to this Agreement, shall not exceed **One Million and Fifty Thousand Dollars ($1,050,000),** which shall be full compensation for the Work. A more detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, are set forth on the Cost Proposal attached hereto as Exhibit "A". Except as may be specifically set forth in Exhibit "A" or approved by the City in writing on a case-by-case basis, Contractor shall not be paid hereunder for any travel time in the performance of the Work. Except as otherwise provided in Exhibit "A", on or before the twentieth (20th) day of each calendar month following the commencement of the Work, Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed in the previous month, and an itemization of eligible expenses with copies of receipts and invoices. If,

after review by the City, the Work is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable Work. If Contractor fails to correct unacceptable Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work. Subject to the City's right to reject all or any part of the charges set forth in such invoice as provided herein, the City shall pay Contractor the amount of such invoice within thirty (30) days of receipt and approval of such invoice.

3. **TERM OF AGREEMENT.** The term of this Agreement ("Term") shall commence on February 1, 2025, and shall terminate on January 31, 2028, unless terminated sooner pursuant to the provisions of Sections 9, 10 or 13 below. At the conclusion of this three-year period, the City at its option, and with City Council approval, may renew this contract for up to two consecutive periods of one year each, beginning February 1, 2028, and February 1, 2029. This Agreement shall not be automatically renewed or extended; performance by Contractor of any Work following said termination date shall be prohibited, and Contractor shall not be entitled to compensation therefore, in the absence of a written agreement pertaining to such additional Work executed by the City and Contractor pursuant to Section 20.10.

4. **COMMENCEMENT OF THE WORK.** The execution and delivery of this Agreement by the City and Contractor does not constitute an authorization for Contractor to proceed with the Work. Contractor shall commence performance of the Work within seven (7) days after the City issues to Contractor a written notice, signed by the City's Director of Public Works ("Director"), instructing Contractor to proceed with the Work. Contractor represents and warrants to the City that Contractor will be able to commence the Work within that time in compliance with all requirements of this Agreement, including without limitation those set forth in Sections 6, 7 and 8 below.

5. **INSPECTION OF WORK.** The Director and his designees shall have the right to review and inspect the Work performed by Contractor hereunder at any and all times, with respect to the quality of the Work and Contractor's conformance to the terms of this Agreement, pursuant to the City's established review and approval procedures as the same may be amended from time to time. Without limiting the City's rights under Section 2 above, if the Director or his designee determines as a result of any such inspection that any aspect of the Work is unsatisfactory for any reason (including without limitation failure to meet the performance standards specified in Section 8 below), then Contractor shall promptly correct the Work at no additional cost to the City.

6. **SOUTH GATE BUSINESS LICENSE.** Without limiting the generality of Section 8 below, Contractor shall obtain a City of South Gate business license before performing any Work under this Agreement.

7. **CONTRACTOR MUST PAY PREVAILING WAGES TO ITS EMPLOYEES.** This Agreement is a public works contract. As such, pursuant to regulations established by the California Department of Industrial Relations and codified at 8 CCR §§ 16000 and 16001(f), Contractor's performance hereunder is subject to Contractor's compliance with prevailing wage rate payment requirements under California Labor Code § 1771.

Contractor must pay "prevailing wages" to all personnel employed by Contractor who perform any portion of the Work. Information regarding prevailing wage determinations can be found on the Department of Industrial Relations' web site at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. It is Contractor's responsibility to interpret and implement any prevailing wage requirements. Contractor agrees to pay any penalty or civil damages resulting from a violation of prevailing wage laws with respect to this Agreement. The City advises Contractor to familiarize itself with those laws, including without limitation those set forth at California Labor Code §§ 1720 through 1861, inclusive.

8. **PERFORMANCE STANDARDS AND REQUIREMENTS.** Contractor shall perform and complete the Work promptly, diligently, and in a manner satisfactory to the City. Contractor shall furnish all equipment, tools, materials, labor and other services necessary to fully and adequately perform the Work and shall pay all applicable fees and expenses associated therewith. Contractor and its subcontractors shall perform all acts required to complete the Work under this Agreement (i) in a skillful and workmanlike manner, (ii) consistent with the standards generally recognized as being employed by other maintenance companies in the State of California, and (iii) in accordance with all federal state and local laws, regulations and ordinances applicable to the operation of Contractor's business and to its performance of the Work under this Agreement. Contractor warrants that (a) all of its employees and subcontractors shall have sufficient skills and experience to perform those portions of the Work assigned to them, (b) they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and (c) such licenses, permits, qualifications and approvals shall be maintained throughout the Term of this Agreement.

9. **INDEPENDENT CONTRACTOR.** In performing its duties hereunder, Contractor shall at all times act as an independent contractor. Contractor shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of Contractor and not subject to the control or supervision of the City except as to the results of the work and except as otherwise specifically set forth in this Agreement. In no event shall Contractor have any authority or power under this Agreement to incur any debt, obligation or liability on behalf of the City. Neither Contractor nor its employees are employees of the City, and nothing in this Agreement shall render Contractor an employee, partner, agent of, or joint venturer with the City for any purpose. Neither Contractor nor its employees shall represent themselves as employees of the City. Personnel employed or subcontractors retained by Contractor shall not acquire any rights or status regarding the City. Neither Contractor nor its employees shall have any claim against the City hereunder or otherwise for salary, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor is responsible for complying with all obligations of an employer imposed under federal or state law. The City shall not withhold Social Security and Medicare taxes from any payments made to Contractor hereunder, nor shall the City make any such payments on Contractor's behalf. The City shall not make state or federal unemployment contributions on Contractor's behalf or withhold state or federal income tax from

Contractor's payments hereunder. Contractor shall pay all applicable taxes related to the performance of services under this Agreement including all federal, state or local income, Social Security, Medicare, and self-employment taxes. Contractor will also pay all unemployment contributions for its employees related to the performance of services under this Agreement. Neither Contractor nor its employees or contractors are eligible to participate in any employee, pension, health, vacation pay, sick pay or other fringe benefit plan of the City. Contractor shall complete and submit to the City an IRS Form W-9 and acknowledges that the City will issue to Contractor an IRS Form 1099 for non-employee compensation for all payments for the Work rendered hereunder. Contractor agrees to indemnify and hold the City harmless from and against any and all liability arising from any failure of Contractor to pay any income or other tax when due on account of the compensation paid to Contractor by the City hereunder (and Contractor's obligation to indemnify the City under this Section 9 shall survive the expiration or sooner termination of this Agreement).

10. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Contractor will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Contractor to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall include the foregoing non-discrimination provisions in all solicitations or advertisements placed by or on behalf of Contractor for personnel or subcontractors to perform any services under this Agreement. Upon written request, the City shall have right to inspect and have access to all of Contractor's (and its subcontractors') documents, data and books and records for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section 10. Contractor agrees that all applicable provisions of Executive Order No. 11246 shall be incorporated into this Agreement by this reference. A copy of Executive Order No. 11246 is available to Contractor for inspection and on file with the City's Public Works Department.

11. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.** In addition to the other representations and warranties set forth elsewhere in this Agreement, Contractor hereby represents and warrants to the City as follows:

11.1 Familiarity with Work. Contractor has thoroughly investigated and considered the scope of services to be performed hereunder, has carefully considered how that

Work should be performed, and understands the circumstances which may restrict or otherwise impact Contractor's performance of the Work under this Agreement.

11.2 Site Inspection. Contractor has visited each of the City Facilities where the Work is to be performed and is fully acquainted with the conditions existing at such sites.

11.3 No Solicitation. Contractor has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement.

11.4 No Fees, Commissions, Gifts or Other Consideration. Contractor has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, the City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

11.5 No Conflict of Interest by City. Contractor has no knowledge that any officer or employee of the City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time, a complete written disclosure of such interest will be made to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

11.6 No Conflict of Interest by Contractor. Upon execution of this Agreement, Contractor has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of Work required by this Agreement, nor shall any such interest be acquired during the Term of this Agreement.

12. NON-EXCLUSIVITY. The City does not warrant to contract-exclusivity with a single contractor to perform the type of maintenance services which Contractor is performing under this Agreement. As such, Contractor may not be the only company providing maintenance services to the City. The City reserves the right to enter into similar contracts with third parties for maintenance services in areas of the City other than the City Facilities identified in Exhibit "A" which are the subject of this Agreement.

13. NO ASSIGNMENT. Contractor shall not assign, delegate, or subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Director, which may be granted, conditioned or withheld by the Director in his sole and absolute discretion. This prohibition shall not apply to subcontracts and subcontractors identified by Contractor to the City in connection with any formal bid documents submitted by Contractor to the City in connection with the City's award of this Agreement to Contractor. Any proposed delegation, assignment or subcontract shall provide a description

of the services to be covered, identification of the proposed assignee, delegatee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegatee or subcontractor shall include both (a) the amount involved, together with Contractor's such cost or price; and (b) a provision requiring that any subsequent modification or amendment shall be subject to the City's prior written consent. Any assignment, delegation or subcontract shall be made in the name of Contractor and shall not bind or purport to bind the City and shall not release Contractor from any obligation under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegatees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Contractor under this Agreement.

14. **PUBLIC EMPLOYEES RETIREMENT SYSTEM.** Notwithstanding any other local, state or federal policy, rule, regulation, law or ordinance to the contrary, neither Contractor nor any of its employees, agents or subcontractors shall qualify for or become entitled to – and each hereby agrees to waive any claims to – any compensation, benefit or incident of employment by the City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("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. Without limiting the generality of Section 19 below, if Contractor or any employee, agent or subcontractor of Contractor claims (or is determined by a court of competent jurisdiction or by PERS) to be eligible for enrollment in PERS as an employee of the City, then Contractor shall indemnify, defend (using counsel acceptable to the City) and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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.

15. **INSURANCE.** During the Term of this Agreement, Contractor shall at its expense maintain in full force and effect policies of insurance as required by Sections 15.2, 15.3 and 15.4 below and also, if required by the City, policies of insurance as required by Section 15.1 below:

15.1 **Property Damage/Casualty Insurance.** Depending on the nature of the City Facilities which are the subject of this Agreement, the City may require a policy or policies of insurance covering loss or damage thereto, in amounts deemed necessary by the City to cover the full replacement cost of those City Facilities. Said insurance shall provide protection against all perils typically included within the classifications of "all-risk", "fire legal liability", and "personal injury" insurance.

15.2 **Liability Insurance.** Liability, bodily injury, personal injury and property damage insurance with a combined single limit of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the annual aggregate, insuring against any and all liability of the insured with respect to the Contractor's performance of (or failure to perform) its obligations under this Agreement. Each

such policy shall be in the form of an Insurance Services Office ("ISO") Commercial General Liability Insurance policy, an ISO Comprehensive General Liability Insurance policy with Broad Form General Liability endorsement, or in any similar, commercially reasonable form. Without limiting the scope of coverage to be provided thereby, all such insurance shall specifically insure Contractor's performance of the indemnity provisions contained in Section 19 below as to liability for injury to or death of persons and injury or damage to property.

15.3 Worker's Compensation Insurance. Workers' Compensation Insurance as required by California law. This insurance must include (in the policy itself or by endorsement) a Waiver of the Right of Subrogation for General Liability against the City.

15.4 Automobile Liability Insurance. Automobile Liability Insurance, including owned, non-owned and hired vehicles, with at least the following limits of liability: (a) Primary Bodily Injury with limits of at least $1,000,000 per person, $2,000,000 per occurrence, and (b) Primary Property Damage of at least $1,000,000 per occurrence.

15.5 Qualifications of Insurers. Each policy shall be issued by an insurance company having a "Best's Rating" of at least A and having a "Financial Size Categories" rating of at least VIII in the most current edition of "Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (*i.e.*, one that is qualified and licensed to do business in the State of California).

15.6 City to be Named as Additional Insured Party. All policies (other than worker's compensation insurance policies) must include an Additional Insured Endorsement (CG 20 10 11 85) naming the City and its agents as an additional insured on the applicable insurance coverage with respect to the City's and its agent's interests under this Agreement.

15.7 Primary Insurance. Insurance obtained pursuant to this Section 15 shall be primary insurance, and other insurance (if any) maintained by the City shall be excess of Contractor's insurance and shall not contribute with the insurance required hereunder.

15.8 Blanket Policies. Any or all policies to be obtained by Contractor hereunder may, at Contractor's option, be provided under a separate policy covering only the items and matters to be insured under this Agreement or included in one or more blanket policies covering not only those items and matters but also additional property and matters owned or otherwise insured by Contractor. All such combined or blanket policies must, however, comply with each and every provision of this Section 15.

15.9 Restrictions on Cancellation and Reduction. Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give the City at least thirty (30) days' written notice prior to the effective date of (a) any

cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

15.10 Waivers of Subrogation. The parties release each other from any claims for damage to any person or property, and to the fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Contractor and in force at the time of any such damage. Furthermore, each insurance policy obtained hereunder shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

15.11 Verification of Coverage. Prior to or concurrent with Contractor's execution and delivery of this Agreement, and not later than thirty (30) days prior to the expiration of any insurance policy carried hereunder (with respect to policies which will replace said expiring policies during the Term of this Agreement), Contractor shall deliver to the City original certificates of insurance and amendatory endorsements evidencing and effecting insurance coverage required hereunder. All such certificates and any endorsements pertaining to the insurance coverage required hereunder shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf and shall be on forms provided or approved by the City. In no event shall Contractor commence any construction, demolition, grading or other work relative to the Improvements until all evidence of insurance coverage required under this paragraph have been delivered to the City as required hereby. The City shall have the right, at any and all times, to require Contractor to provide the City with complete copies of any and all policies of insurance that Contractor is required to maintain hereunder, and Contractor shall deliver such copies to the City not later than ten (10) days following such request.

15.12 Form of Policies. All insurance policies required hereunder shall be in a form acceptable to the City and its agents; and shall include those endorsements which are necessary to extend coverage which is appropriate to the nature of this Agreement.

15.13 Policy Limits Do Not Limit Contractor's Liability. The minimum limits of policies of insurance required of Contractor under this Agreement shall in no event limit Contractor's liability under this Agreement.

16. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time, with or without cause, upon sending a written notice of termination to Contractor (the "Termination Notice") that specifies a termination date (the "Early Termination Date") at least thirty (30) days after the date of the Termination Notice. Upon receipt of the Termination Notice, Contractor shall acknowledge receipt to the City in writing and take all steps necessary to cease all Work in a reasonable and orderly manner by no later than the Early Termination Date; provided, however, that any Work performed after the Early Termination Date that is reasonably necessary to terminate the Work in an orderly manner must be specifically authorized in writing by the Director prior to its performance and prior to the Early Termination Date. Upon termination by the City, Contractor shall be paid or

reimbursed for all Work performed by Contractor under the Agreement up to the Early Termination Date (less all payments previously made), plus ten percent (10%) of the balance that would otherwise be due to Contractor during the remaining Term of this Agreement as reimbursement for profits lost to Contractor by virtue of the City's early termination of this Agreement. In no event shall any amounts paid or reimbursed upon termination of this Agreement exceed the total maximum compensation Specified in Section 2 above.

17. **NOTICE OF DEFAULT AND TERMINATION FOR CAUSE.** If the City delivers written notice to Contractor notifying Contractor that it is in default of one or more of its obligations under this Agreement, specifying the nature of the default, and stating what steps Contractor must take to cure the default ("Default Notice"), and if such default remains uncured within ten (10) days following the City's delivery of the Default Notice, then the City may at any time thereafter immediately terminate this Agreement upon written notice to Contractor. Upon such termination, the City shall pay Contractor an amount equal to the value of the Work satisfactorily performed hereunder as of the date of the Default Notice; provided, however, that the City retains all rights to recover damages incurred by the City as a result of Contractor's default, including without limitation the right of offset against amounts otherwise due to Contractor hereunder, and the rights specified in Section 18 below. Contractor shall have no right to any reimbursement for profit or lost profit. Following such termination, the City may procure, upon such terms and in such manner as the City deems appropriate, maintenance services similar to those terminated hereunder. If, after notice of termination of this Agreement under the provisions of this Section 17, the City determines, for any reason, that Contractor was not in default hereunder, or that such default had been cured, then the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been a termination for convenience issued pursuant to Section 16 above.

18. **CITY'S REMEDIES FOR CONTRACTOR'S FAILURE TO PERFORM.** Upon Contractor's default of any of its obligations hereunder, and at any time after any such default, the City may take any one or more of the following actions:

18.1 Forfeiture of Bond/Negotiation of Security. The City may cause to be forfeited to the City all or a portion of any security given for the faithful performance of Contractor's obligations and may further cause to be negotiated any instrument of credit deposited with and assigned to the City in such amount as may be required to complete the Improvement work.

18.2 Performance by City at Contractor's Expense. Upon Contractor's default, the City may make written demand upon Contractor, or Contractor's surety (if any), or both, to immediately remedy the default and complete the Work. If the required Work is not substantially commenced with in ten (10) days after the City's delivery of that written demand, or if it is not thereafter diligently prosecuted to a completion acceptable to the City within the timeframe set forth in the City's written demand, then without limiting any other remedy available to the City, the City may complete (or arrange for the completion of) all remaining Work and/or conduct such other remedial activity as in its sole and absolute discretion it believes is necessary or

advisable. All such Work or remedial activity shall be at the sole and absolute expense and obligation of Contractor (and its surety, if any) without the necessity of giving any further notice to Contractor or its surety. The City's right to take such actions shall in no way be limited by the fact that the Contractor or its surety may have commenced or completed any of the required Work at the time of the City's demand for performance. If the City elects to complete (or arrange for completion of) the remaining Work, then the City may require all Work by the Contractor and/or its surety to cease in order to permit adequate coordination and completion by the City or its designee of the remaining Work.

18.3 Issuance of Cease-and-Desist Order. The City may issue a cease-and-desist order by delivering written notice to Contractor demanding that Contractor immediately discontinue any actions specified in that written notice. Contractor agrees to immediately comply with any such cease-and-desist order.

18.4 Injunctive Relief. The City shall have the right to apply for and obtain temporary and/or permanent injunctive relief or other equitable relief from a court of competent jurisdiction to enforce its rights and Contractor's obligations created by this Agreement, including without limitation relief in the form of a temporary restraining order and/or permanent injunction restraining Contractor from committing or continuing to commit any breach or threatened breach of this Agreement. The City shall have the right to seek such relief without showing or proving any actual damage sustained by the City, and without posting bond or other security. In connection with the City's right to apply for the injunctive relief which is the subject of this Section 18.4, Contractor hereby acknowledges that Contractor's breach of its obligations hereunder will cause irreparable harm and injury to the City if such breach continues unabated following the City's request for injunctive relief.

18.5 Other Relief. The City may seek any other remedies or relief, and take any other actions, available to the City under this Agreement, at law, or in equity.

19. INDEMNIFICATION AND DEFENSE. Contractor and its sureties (if any) shall indemnify and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

20. MISCELLANEOUS.

20.1 Notices. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail

transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

To the City:
City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Arturo Cervantes,
Asst. City Manager/Dir. of Public Works
Telephone No.: (323) 563-9512
Fax No.: (323) 563-9572
E-mail: acervantes@sogate.org

City of South Gate
8650 California Avenue
South Gate, California 90280
Attention: Yodit Glaze, City Clerk
Telephone No.: (323) 563-9511
Fax No.: (323) 563-5411
E-mail: yglaze@sogate.org

To Contractor:
W.A. Rasic Construction Company, Inc.
4150 Long Beach Blvd.
Long Beach, California 90807
Attn: Peter L. Rasic
Title President
Telephone No.: (562) 928-6111
Fax No.: (562) 928-7339
E-mail: prasic@warasic.com

With a copy (which shall not constitute notice) to:
Raul F. Salinas, Esq.
Craig D. Hardwick, Esq.
Alvarado Smith
1 MacArthur Place, Suite 200
Santa Ana, California 92707
Telephone No.: (714) 852-6800
Fax No.: (714) 852-6899
E-mail: CHardwick@AlvaradoSmith.com

20.2 Time. Time is of the essence of every provision contained in this Agreement.

20.3 Incorporation of Recitals and Exhibits. All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

20.4 Successors and Assigns. Without limiting the generality of Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

20.5 Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of such party, provided that (a) the party affected gives written notice to the other of the cause and anticipated duration of the delay within three (3) days after the delay commences, and (b) this paragraph shall not extend either party's time for performance by more than thirty (30) days, regardless of the cause of the delay.

20.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

20.7 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

20.8 Consent to Jurisdiction and Service of Process. All judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of forum non convenience and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

20.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

20.10 Entire Agreement. This Agreement, the Plans and Specifications, and the municipal codes and other laws cited in this Agreement, together contain the entire understanding of the parties and supersede any and all other written or oral understanding. No alteration of or amendment to this Agreement shall be effective

unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

20.11 Captions. Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

20.12 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

20.13 Further Assurances. Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

20.14 No Waiver. Any waiver, consent or approval by either party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

20.15 Rights and Remedies. No right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

20.16 Joint and Several Liability. If Contractor constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

20.17 No Third-Party Beneficiaries. The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.

20.18 Patriot Act Compliance. Contractor represents, warrants and covenants that neither Contractor nor any of its shareholders, officers, directors, members, managers or partners (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA

Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) is listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) is listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) is listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) is listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ.L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18.U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) is engaged in activities prohibited in the Orders; or (vii) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.).

[Remainder of page left blank intentionally]

20.19 City Council Approval Required for Effectiveness of Agreement. Notwithstanding any earlier execution of this Agreement by any officer, employee or representative of the City, this Agreement shall not be binding upon or enforceable against the City unless and until it has been approved or ratified by the City Council of the City at a public meeting noticed and conducted in accordance with applicable provisions of the California Government Code.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF SOUTH GATE:

By: _____
Gil Hurtado, Mayor

Dated: _____

ATTEST:

By: _____
Yodit Glaze, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raúl F. Salinas, City Attorney

W. A. RASIC CONSTRUCTION COMPANY, INC.:

By: _____
Peter L. Rasic, President

Dated: _____

Exhibit "A"

Cost Proposal

A detailed description of the compensation payable to Contractor hereunder, including unit prices, monthly payments, and/or other information, conditions and limitations, is set forth on the Cost Proposal which is attached following this Exhibit "A" cover page.

Contractor Name: W.A. Rasic Construction Company, Inc.

PROPOSAL

TO THE HONORABLE MAYOR AND MEMBERS
OF THE CITY COUNCIL OF THE
CITY OF SOUTH GATE, CALIFORNIA

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all labor, material, equipment, transportation and other facilities required for

ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE

together with appurtenances thereto, all as set forth in the Specifications, and other Contract Documents, and he further proposes and agrees that, if his bid is accepted, he will contract in the form and manner stipulated, to perform all work called for by the Specifications and other Contract Documents, and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefore, the total bid amounts named in the Bid Schedule(s) forming a part hereof. **A bid bond in favor of the City of South Gate for**

Ten Thousand Dollars ($ 10,000)

which amount is not less than ten percent (10%) of the total amount of his proposal which is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the Contract and in case of failure to do so within the time provided, said check or bid bond shall be forfeited to the City of South Gate. The face amount of bid bond shall be considered established.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract; namely, Notice Inviting Bids, Instructions to Bidders, Proposal Forms, the Bid Schedules, the Contractor's Industrial Safety Record, the Contractor's Qualification Statement, the Worker's Compensation Insurance Certificate, the Construction Agreement, Performance Bond, Payment Bond, Non-Collusion Affidavit, Specifications and Construction Drawings, and all revisions or addenda setting forth any modifications or interpretations of any of said documents.

2. The undersigned has by investigation at the site of the work and otherwise satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this bid and he further understands that the City will in no way be responsible for any errors or omissions in the preparation of this bid.

4. The undersigned will execute the agreement and furnish the required bonds and certificates of insurance within ten (10) calendar days after notice to him of acceptance of his bid by the City. The inability to execute the agreement within ten (10) days will be cause to reject the bid and award to the next low bidder.

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. The undersigned will accept an award and enter into a contract for all work scheduled herein on which he submits a bid. The award for such work shall be entirely at the discretion of the City after evaluation of the bids. In the event the bidder to whom the work is awarded fails to enter into a contract and furnish the required bonds therefore within the time provided, the bidder will be liable for forfeiture of ten percent (10%) of the total bid amount to the City, even though such amount may be less than the face amount of the bid security, check or bond posted with the bid.

Note: All amounts and totals given in the Bid Schedule(s) will be subject to verification by the City. In case of variation between the unit price and totals shown by bidder, the unit prices will be considered to be his bid. In case of variation between unit prices written in words and unit prices given in numerals, those written in words shall be considered to be the correct prices.

Addenda No(s). Received
Addendum No. 1 10/22/2024

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.



Signature

By Peter L. Rasic

4150 Long Beach Blvd., Long Beach, CA 90807
Address

President
Title



Signature

By Walter A. Rasic, Jr.

(562) 928-6111
Telephone Number

Vice President/Secretary
Title

License No. 368761 Classification License Expiration Date January 31, 2025

* Surety to be utilized for Contract Bonds (Performance Bond and Payment Bond)

Liberty Mutual Insurance Company
Name of Surety

Daniel Huckabay
Name of Local Representative

790 The City Drive South, Ste. 200, Orange, CA 92868
Address

1411 N. Batavia St. Suite 201, Orange, CA 92867
Address

(800) 763-9268
Telephone Number

(714) 516-1232
Telephone Number

Best Key Rating

A (Excellent) Grade

XV Class

***Note:** Surety information is required as part of this proposal, failure to provide such information will cause this bid to be informal and subject to rejection.

ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE

Contractor's Name W.A. Rasic Construction Company, Inc.

Honorable Mayor and City Council
South Gate, California:

November 01, 2024

The undersigned declares that he/she has carefully examined Plans and Specification for this project, read notice to bidders, is familiar with the requirements therein contained, and proposes to furnish all labor, material supplies necessary to accomplish the work outlined therein at the following prices. The undersigned also guarantees that the following prices outlined herein shall remain valid for one year following the opening of the bid opening date:

BID ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE			
No.	Description	Unit	Unit Rate
1	Replace 300-foot segment of 6" VCP existing sewer main - (5-10 ft. deep)	LF	$ 134.00
	Replace 300-foot segment of 8" VCP existing sewer main - (5-10 ft. deep)	LF	$ 141.00
2	Replace sewer manhole (48-inch Dia) 5-feet Deep	Each	$ 7,344.00
	Replace sewer manhole (48-inch Dia) 8-feet Deep	Each	$ 8,200.00
	Replace sewer manhole (48-inch Dia) 10-feet Deep	Each	$ 9,000.00
3	Furnish and Install 300-foot segment of 6" DI pipeline	LF	$ 141.00
	Furnish and Install 300-foot segment of 8" DI pipeline	LF	$ 152.00
	Furnish and Install 300-foot segment of 12" DI pipeline	LF	$ 169.00
4	Furnish and Install 6" Gate Valve Complete	Each	$ 2,151.00
5	Furnish and Install 8" Gate Valve Complete	Each	$ 2,852.00
6	Furnish and Install 12" Gate Valve Complete	Each	$ 4,000.00

BID ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE			
No.	Description	Unit	Unit Rate
7	Traffic Control Arrow Board	Each per Day	$ 96.00
	Construction sign	Each per Day	$ 6.00
	Delineator	Each per Day	$ 1.28
8	Move Trailer	Each per Day	$ 120.00
9	Welder 170 AMP	Each per Day	$ 136.00
	Welder 170 AMP Standby	Each per Day	$ 10.00
10	Hand Compactor	Each per Day	$ 25.00
11	Compaction Wheel	Each per Day	$ 80.00
12	3 Ton Roller	Each per Day	$ 360.00
	3 Ton Roller Standby	Each per Day	$ 10.00
13	Generator Set: (10 kw)	Each per Day	$ 80.00
	Generator Set: (10 kw) Standby	Each per Day	$ 10.00
	Generator Set: (100 kw)	Each per Day	$ 400.00
	Generator Set: (100 kw) Standby	Each per Day	$ 10.00
14	Foreman Truck w/Tools (3/4 ton)	Each per Day	$ 416.00
15	Foreman Truck w/Tools (1 ton)	Each per Day	$ 416.00
16	Dump Truck (10- 12 cubic yard)	Each per Day	$ 800.00
17	Water Truck up to 1800 Gallons	Each per Day	$ 480.00
	Water Truck up to 1800 Gallons Standby	Each per Day	$ 10.00
18	Hot Tap Machine 3"- 12"	Each per Day	$ 575.00
19	Backhoe, John Deere 310 or equivalent	Each per Day	$ 624.00

BID ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE			
No.	Description	Unit	Unit Rate
	Backhoe, John Deere 310 or equivalent Standby	Each per Day	$ 40.00
20	Fork Lift, 7,000 pounds	Each per Day	$ 60.00
	Fork Lift, 7,000 pounds Standby	Each per Day	$ 10.00
21	Compressor 175 CFM	Each per Day	$ 240.00
22	Pumps: 2" Dewatering Pump	Each per Day	$ 70.00
	2" Dewatering Pump Standby	Each per Day	$ 5.00
23	Pumps: 4" Dewatering Pump	Each per Day	$ 100.00
	4" Dewatering Pump Standby	Each per Day	$ 10.00
24	2" Trash Pump	Each per Day	$ 75.00
25	Concrete Saw	Each per Day	$ 400.00
26	Jack Hammer and Points	Each per Day	$ 75.00
27	Soil Compaction Test	Each	$ 266.00
28	10,000 gal. Water Tank	Each per Day	$ 10.00
29	Shoring Shields (8'x8'x8')	Each per Day	$ 100.00
30	Shoring Jacks	Each per Day	$ 15.00
31	Trench Plates	Each per Day	$ 12.00
32	Gas Detector	Each per Day	$ 100.00
33	Water Meter Replacement (See Note 3 below) 3/4" – 2" Meters in meter boxes	Each	$ 135.00
	3" - 4" Ultrasonic Meters in vaults	Each	$ 4,679.00

BID ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE			
No.	Description	Unit	Unit Rate
34	Line Stops: 8" Line	Each	$ 6,500.00
	12" Line	Each	$ 9,800.00
35	Insertion Valves: 8" Line	Each	$ 12,500.00
	12" Line	Each	$ 24,700.00
36	Cost of furnishing both Performance and Labor Bonds (As a percentage of Contract Amount)	Percentage	1.00 %
37	Labor Rates: (LAFM+LAG1) Two-Man Crew	Hour	$ 227.77
	Three-Man Crew (LAFM+LAG1+LAG4)	Hour	$ 342.13
	Four-Man Crew (LAFM+LAG4+LAG1+OEG8)	Hour	$ 487.34
	Each Additional Man (LAG1)	Hour	$ 110.45
	Each Additional Operator (OEG8)	Hour	$ 145.21
	Pipe layer (LAG4)	Hour	$ 114.36
	Welder (WLJM)	Hour	$ 139.37
	Cement Mason (CMJC)	Hour	$ 113.78
	Carpenter (LAJM)	Hour	$ 120.29
	Mechanics (OEGM)	Hour	$ 145.39
	Truck Driver (TDG10)	Hour	$ 115.31
	Foreman (OEFM)	Hour	$ 148.17
	Superintendent	Hour	$ 186.57

BID ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE			
No.	Description	Unit	Unit Rate
38	Attach your firm's standard rate schedule for labor, materials, and equipment. (See Note 2 below)	N/A	N/A

Please specify if a minimum time is billed for each call if requested by the City to report to Work: 4 Hours.

Notes:

1. **Unit Rates in the Bid shall include mark-ups, overhead, and profit.**

2. **The rates shown on the firm's standard rate schedule shall include mark-ups, overhead, and profit. If in case the standard rate schedule does not include mark-ups, overhead, and profit, append an attachment showing the necessary allowances for mark-ups, overhead, and profit.**

3. **Installation cost only. All meter parts, transmitters to be provided by the City.**

Terms of Extension

A contract entered with Bidder may be extended for up to two separate, consecutive periods of one year each at the option of the Owner. The maximum percentage rate increase for extension will be according to the "Construction Cost Index of Engineering News Record" as applicable to the Los Angeles Region and subject to the approval of the Owner:

Bidder acknowledges that Owner may enter contracts with more than one Bidder. **Owner does not promise or guarantee that Contractor's services will be called upon at any time or at all.**

CONTRACTORS WILL BE SELECTED THROUGH THE EVALUATION OF CONTRACTOR'S QUALIFICATIONS AND BID BASED ON APPLYING LABOR, MATERIAL, AND EQUIPMENT RATES IN THE BID TO A SAMPLE JOB. THE CONTRACTORS WILL THEN BE AWARDED CONTRACTS AND PLACED ON THE ON-CALL LIST IN AN ORDER DETERMINED BY THE LOWEST BID

Accompanying this proposal is the bidder's security consisting of Bid Bond payable to the City of South Gate in the amount of $10,000 and the undersigned bidder hereby agrees that should he be awarded a contract on the basis hereof, and thereafter fails to properly execute and return the contract agreement together with the required bonds in connection therewith within ten (10) days after it has been delivered or mailed to him or his authorized agent, the Owner will be damaged by the delay so caused in an amount that is impossible to definitely ascertain, bidder's security; said bidder further agrees that in such an event the amount of security shall become the property of the Owner and may be collected thereby, and that otherwise it shall be returned.

The City of South Gate reserves the right to reject any and all bids, or delete portions of any and all bids or waive any informality or irregularity in the bid or the bid procedures and shall be the sole judge of the bids received.

The undersigned has carefully checked all of the above figures and understands that the City of South Gate, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case words and figures stated here in do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto. In case of any discrepancy between Item Total Prices and Total Amount Bid, the Item Total Prices shall prevail and the Total Amount Bid shall be adjusted to conform to the Item Total Prices. The Contract shall then be awarded to the lowest qualified bidder based on the Total Amount Bid.

Contractor: W.A. Rasic Construction Company, Inc.

License No: 368761 **Expiration date:** January 31, 2025

Name: Peter L. Rasic **Title:** President

Signature:

ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE

NAME OF BIDDER W.A. Rasic Construction Company, Inc.

LIST OF SUBCONTRACTORS

In accordance with Division 2, Part I, Chapter 4 of the Public Contract Code, the prime contractor shall submit with his bid a list of subcontractors who will perform work in excess of one-half of 1 percent of the prime contractor's total bid.

Subcontractors listed must be properly licensed for the type of work they are to perform and their license numbers must be indicated below. Do not list alternate subcontractors for the same work.

Name & Address of Subcontractor	Specific Description of Subcontract
1. Name Matt Chlor	Pipeline Disinfection
Address 4107 N. Arden Dr., El Monte, CA	
License No. 724035	
Classification C-55, C-36	
2. Name Koppl Pipeline Services	Line Stop and Hot Tapping
Address 1228 Date St., Montebello, CA	
License No. 844802	
Classification C-61, D-64	
3. Name Wells Tapping Service	Hot Tapping
Address 2218 E. Mount Vernon Ave., Orange, CA	
License No. 759963	
Classification A	

4. Name_____ _____

Address_____ _____

License No._____ _____

Classification_____

5. Name_____ _____

Address_____ _____

License No._____ _____

Classification_____

6. Name_____ _____

Address_____ _____

License No._____ _____

Classification_____

7. Name_____ _____

Address_____ _____

License No._____ _____

Classification_____

ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE

This information must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated as a principal or owner for the last five calendar years and current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data, which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S INDUSTRIAL SAFETY RECORD
5 Calendar Years Prior to Current Year

Year	2019	2020	2021	2022	2023	TOTAL	Current Year
1. No. of Contracts	623	723	755	810	1,048	3,959	1,002
2. Total dollar amount of contracts (in thousands of $)	$120M	$162M	$186M	$206M	$225M	$899M	$215M
* 3. No. of fatalities	0	0	0	0	0	0	1
* 4. No. of lost workday cases	2	3	4	3	3	15	4
* 5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
* 6. No. of lost workdays	197	211	281	360	289	1338	524

The information required for these items is the same as required for column 3 to 6, Code 10, Occupational Injuries, Summary Occupational Injuries and illnesses. OSHA No. 102

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

W.A. Rasic Construction Company, Inc.
Name of Bidder (print)

-Peter L. Rasic
Signature

4150 Long Beach Blvd.
Address

368761 / A, C-34
State Contractors' License. No. & Classification

Long Beach 90807
City Zip Code

(562) 928-6111
Telephone

CONTRACTOR'S QUALIFICATION STATEMENT

To: The City of South Gate

The undersigned certifies that the bidder has successfully and properly completed projects of like nature, magnitude, comparable difficulty, and scope as specified in these specifications.

Three (3) of recent comparable projects completed are below:

1. Project Name City of Glendale - On-Call Sewer and Storm Drain Repair Services

Armen Avazian	Senior Civil Engineer	(818) 937-8246
Person to Contact	Job Title	Phone No.
Glendale	$900,000	08/2023
City	Contract Amount	Date Completed

2. Project Name City of Chino - On-Call Services for Water Distribution System Repairs

Ernesto Robledo	Assistant Water Utilities Supervisor	(909) 703-9897
Person to Contact	Job Title	Phone No.
Chino	$200,000	07/2023
City	Contract Amount	Date Completed

3. Project Name City of South Gate - On-Call Municiple Water and Sewer Systems Maintenance Services

Juan Preciado	Street & Sewer Superintendent	(323) 357-5804
Person to Contact	Job Title	Phone No.
South Gate	$300,000	01/2025
City	Contract Amount	Date Completed

Failure to complete this portion of the bid shall at the City's discretion constitute the basis to either declare the apparent low bidder's bid non-responsive or declare the bidder to be non-responsive.

Signed Peter L. Rasic Title President

Dated this 29th day of October, 2024

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any construction contract.

Submitted By: W.A. Rasic Construction Company, Inc.
Name must correspond with the Contractor's License

X Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office (s): Long Beach, CA

Use the form titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. How many years experience in construction work under current organization?

(a) As a General Contractor? 46 Years From 1978 to 20 24

(b) As a Subcontractor? 46 Years From 1978 to 20 24

B. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE No. AND NAME OF PERSON TO CONTACT
(Please see attached)		

C. Have you or your company, or any officer or partner thereof, failed to complete a contract for an Owner? YES ____ NO X. If so, indicate the name of each agency, dates, and the circumstances.

D. Have you or your company been denied an award of an Owner contract not withstanding submission of the lowest responsive bid? YES ____ NO X. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.

E. Has your company been assessed liquidated damages by any Owner? YES ____ NO X. If so, as to each assessment of liquidated damages, state the name of the Owner, the date of the assessment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages.

F. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible contractor? YES ____ NO X. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

G. Has your company been the subject of any inquiry by any Owner as to whether your company has made any false claim or other material misrepresentation? YES ____ NO X. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.

H. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with an Owner? YES ____ NO X. If so, state the circumstances, including the reason for submittal of false material.

I. Is your company currently asserting against any Owner any construction claim (s) in excess of $100,000.00, or has your company made such claim (s) against any Owner? YES X NO ____. If so, as to each such claim, state the name of the Owner, the date of the claim, the grounds of the claim, the amount of such claim, the present status of such claim, the date of resolution of such claim if resolved, and the amount and method by which such claim was resolved, if resolved.

J. Is your company currently a party against any Owner in any litigation pertaining to any construction project, or has your company been a party to such litigation? YES X NO ____. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.

ADDITIONAL INFORMATION AND/OR COMMENTS

Use this page for providing requested or additional information or for any comments. If no comments or additional information, write "NONE" at the top of this page. (Duplicate this page if more space is needed). Add corresponding "letter" of each question that the information or comment pertains to.

NONE

ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE

EQUALS

The undersigned desires to use the material product, thing, or service described below as "an equal" to such item as specified.

In accordance with the provisions under 4-1.6 of the Standard Specifications for Public Works Construction (Greenbook), if the City shall find any such item so described as equal to the respective item specified, then the undersigned may furnish such item, together with all necessary labor materials, equipment, and incidentals required to perform the work.

Date 11/1/2024 Contractor's Name W.A. Rasic Construction Company, Inc.

Phone No. (562) 928-6111 Contractor's Address 4150 Long Beach Blvd., Long Beach, CA 90807

Materials, Apparatus, or Equipment Specified for Which Bidder Proposes "An Equal"		**Complete Description of Materials, Apparatus, or Equipment Specified for Which the Bidder Desires to Use as "An Equal" and Name of Subcontractor if Different**

CERTIFICATION OF NONDISCRIMINATION AND AFFIRMATIVE ACTION

As suppliers of goods or services to the City of South Gate, the firm listed below certifies that it does not discriminate in its employment with regard to race, medical condition, color, marital status, religion, sex, handicap, or national origin; that is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment: and that it agrees to demonstrate positively aggressively in principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned including all company employees, outside recruiting services, especially those servicing minority communities and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

W.A. Rasic Construction Company, Inc.
Firm

-Peter L. Rasic
Signature

President
Title

Please include any additional information regarding equal opportunity employment programs now in effect within your company.

Current Company EEO Policy in place for W.A. Rasic Construction Company:

W.A. Rasic Construction Company, Inc. (the "Company") shall recruit, hire, train and promote in all job titles without regards to race, color, religion, sex, gender, national origin, ancestry, physical or mental disability, age, medical condition, generic information, marital status, military service, sexual orientation, or any other basis protected by law. All personnel actions such as compensation, benefits, Company-sponsored training, transfer, demotion, termination, layoff, and return from layoff, shall be administered without regard to race, color, religion, sex, gender, national origin, ancestry, physical or mental disability, age, medical condition, generic information, marital status, military service, sexual orientation, or any ither basis protected by law. Additionally, the Company will provide registed domestic partners with all rights and benefits as required by law.

ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE

BID SECURITY FORMS FOR CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this proposal is *certified/cashier's check payable to the order of the City of South Gate for:

N/A Dollars ($ N/A)

thus, amount being not less than ten percent (10%) of the total amount of the Base Bid plus "Additional Bid Items." The proceeds of this check shall become the property of the City of South Gate provided this proposal shall be accepted by the City of South Gate through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall not be less than ten percent (10%) of the total amount of the base bid plus "Additional Bid Items."

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we W.A. Rasic Construction Company, Inc., as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of South Gate in the sum of: Ten Thousand and 00/100, (words) Dollars ($ 10,000.00), to be paid to the City of South Gate, its successors and assigns, for which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain proposal of the above bonded W.A. Rasic Construction Company, Inc. for **ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE,** in strict accordance with the Specifications on file at the office of the City of South Gate is accepted by the City of South Gate through action of its legally constituted contracting authorities and if the above bonded W.A. Rasic Construction Company, Inc., his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such removal and shall execute and deliver the required Performance Bond, Payment Bond and proof of insurance within ten (10) working days after the date of notification by and from said City of South Gate that said contract is ready for execution, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 1st day of November, 2024.

W.A. Rasic Construction Company, Inc.

Title Peter L. Rasic, President

Liberty Mutual Insurance Company

Title Attorney-in-Fact, Shaunna Rozelle Ostrom

NOTE: The standard printed bid bond form of any bonding company acceptable to the City of South Gate may be used in lieu of the foregoing approved sample bond form, provided the security stipulations protecting the City of South Gate are not in any way reduced by use of the Surety Company's printed standard form.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 11/01/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature _____ (Seal)
Melissa Ann Vaccaro

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 11/1/24 before me, Tanya C. Romero, Notary Public
(insert name and title of the officer)

personally appeared Peter L. Rasic,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TANYA C. ROMERO
Notary Public - California
Los Angeles County
Commission # 2479394
My Comm. Expires Jan 12, 2028

Signature _____ **(Seal)**

Bond No. CSBA-28894

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209029-969661

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Fluskabay; Adrian Langrell; Chelsea Liberatore; Frank Monroney; R. Napnk; Dwight Ruffly; Shaunna Roselle Ciarroni; Ben Stong; Michael D. Stong; Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss:

On this 21st day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126814
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of November, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873-LMIC_OCIC_WAIC-Multi-08-2021

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NON-COLLUSION AFFIDAVIT

Peter L. Rasic being first duly sworn, deposes and says that he is President of (sole owner, a partner, president, etc.) W.A. Rasic Construction Company, Inc. the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed _____

President
Title

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 11/01/2024, before me, Tanya C. Romero, Notary Public, personally appeared Peter L. Rasic, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

TANYA C. ROMERO
Notary Public - California
Los Angeles County
Commission # 2479394
My Comm. Expires Jan 12, 2028

STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS
[Business & Professions Code § 7028.15]
[Public Contact Code § 20103.5]

I, the undersigned certify that I am aware of the following provisions of California law and that or entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

a. **It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor with in this state without having a license therefor,** except in any of the following cases:

(1) The person is particularly exempted from this chapter.
(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b. If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c. This section shall not apply to a joint venture license as required by Section 7029.1. However, at the time of making a bid as a joint venture each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

d. This section shall not affect the right or liability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e. Unless one of the foregoing exceptions applies a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the forgoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to

any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.**

f. Any compliance or non compliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g. A public employee or official shall not be subject to a citation pursuant to this section if the public employee, officer or employing agency made an inquiry to the board for the purpose of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the Contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State license Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License No.: 368761 Class: A, C-34 Expiration date: January 31, 2025

Date: 11/1/2024 Signature -Peter L. Rasic

W.A. RASIC CONSTRUCTION
GENERAL ENGINEERING CONTRACTOR

South Gate
Cost Plus Rates

CITY OF SOUTH GATE ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE (2024-2026)

CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
CARPENTERS				
General Foreman	CAGF	127.68	170.89	214.54
Foreman	CAFM	124.72	166.51	208.73
Journeyman	CAJM	120.29	159.94	200.03
Apprentice - 8th Period (90%)	CAA8	111.97	147.61	183.69
CEMENT MASONS				
Foreman	CMFM	118.21	156.58	195.40
Journeyman Commercial	CMJC	113.78	150.01	186.70
Journeyman Light Commercial	CMJL	105.24	139.37	173.94
F&T Machine Operator	CMFT	114.15	150.56	187.41
Apprentice - 8th 6 Mos. (90%)	CMA8	106.16	138.73	171.74
LABORERS				
General Foreman	LAGF	120.28	160.09	200.36
Foreman	LAFM	117.32	155.71	194.55
Group 1 - General	LAG1	110.45	145.53	181.05
Group 2 - Chute Man	LAG2	111.26	146.73	182.65
Group 3 - Pipeline Backup Man	LAG3	112.07	147.94	184.25
Group 4 - Pipe Layer, C&S	LAG4	114.36	151.33	188.74
Group 5 - Blaster / Driller	LAG5	106.01	138.96	172.34
Apprentice - 6th Period (85%)	LAA6	81.35	109.29	137.67
OPERATING ENGINEERS				
General Foreman, Appdx. A	OEGF	151.13	202.17	253.65
Foreman, Appdx. A	OEFM	148.17	197.79	247.85
Group 1, Appdx. A - Oiler	OEG1	140.94	187.07	233.65
Group 2, Appdx. A - Oiler	OEG2	142.09	188.78	235.92
Group 8, Appdx. A - Universal	OEG8	145.21	193.40	242.04
Group 10, Appdx. A - Mechanic	OEGM	145.39	193.67	242.39
Group 8, Appdx. B - Crane (up to 25 tons)	OEB8	145.64	194.04	242.88
Group 9, Appdx. B - Crane (25 to 50 tons)	OEB9	145.89	194.41	243.38
Apprentice, GR 8, Appdx A - 6th (90%)	OEA6	135.12	178.45	222.22

CRAFTSMAN/CLASS	CRAFT CODE	STRAIGHT TIME	OVER TIME	DOUBLE TIME
PROJECT MANAGEMENT				
Project Administrator	PADM	73.72	93.09	114.99
Project Engineer 1	PEG1	105.48	134.39	163.62
Project Engineer 2	PEG2	109.20	139.83	170.76
Project Engineer 3	PEG3	118.48	153.42	188.68
Project Engineer 4	PEG4	139.83	183.52	227.52
Superintendent	PMSP	186.57	238.07	289.89
Assistant Project Manager	PMAS	145.83	191.91	238.31
Project Manager	PMPM	171.28	226.28	281.59
Senior Project Manager	PMSR	302.81	404.37	506.24
TEAMSTERS				
Foreman	TDFM	118.27	152.80	186.55
GR 1 - Warehouseman	TDG1	113.05	145.07	177.54
GR 2 - 2 Axle Vehicle	TDG2	113.27	145.40	177.98
GR 3 - 3 Axle Vehicle/2 Axle Water Truck	TDG3	113.46	145.69	178.35
GR 4 - Transit Mix Truck, 3 CUYD	TDG4	113.74	146.10	178.91
GR 5 - 3 Axle or more Water Truck	TDG5	113.79	146.17	178.99
GR 6 - Dump Truck 16 to 25 CUYD	TDG6	113.83	146.23	179.08
GR 7 - Forklift Driver	TDG7	114.20	146.78	179.81
GR 8 - Dump Truck 25 to 49 CUYD	TDG8	114.57	147.33	180.53
GR 9 - Low Bed Driver - 9 Axles or over	TDG9	114.87	147.77	181.11
GR10 - Working Truck Driver	TDG10	115.31	148.42	181.98
GR11 - Boom Truck (17K and Below)	TDG11	116.05	149.52	183.43
GR12 - Boom Truck (17K and Above)	TDG12	116.68	150.46	184.68
Apprentice - 6th Period (95%)	TDA6	98.44	129.88	161.76
WELDERS/FITTERS/HLP-Local 250 Shortline				
Foreman	WLFM	146.88	200.70	251.80
Journeyman	WLJM	139.37	189.58	237.27
Metal Trades	WLMT	91.38	120.46	147.23

Apprentice Rates: Apprentice rates listed above are for the highest classification prior to journeyman full scale rates. Billing for apprentices will be based on actual classification(s) noticed.

Boundaries of Southern California Cost Plus Rates: Consist of the eleven (11) counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Catalina Island, San Clemente Island, San Miguel Island, Santa Barbara Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument. Rate Scale does not include San Diego County.

Markup: Material, subcontractors, subsistence, outside rentals (including fuel costs) etc., will be billed cost, plus sales tax as applicable, plus mark-up of 15%.

Overtime Rates: Shift(s) shall be paid per union agreement(s).

Subsistence: Lodging & meals for management, superintendents & general foremen will be billed at actual costs, plus mark-up at 15%

Travel Time: Billing time will start once employees are dispatched and end upon their return to the company facility.

USA Notification: Client is responsible for Underground Service Alert (USA) notification for all emergency work.

NOTE: All wage scales presented herein are subject to change without notice. This document does not include all labor classifications. Additional labor classifications are available upon request. Some work areas may be subject to special wage agreements, if applicable, fees will be billed accordingly.

REVISED 06/26/24

4150 Long Beach Boulevard, Long Beach, CA 90807 • Phone: 562-928-6111 • Fax: 562-928-7339 • www.warasic.com
State Contractor's License #A368761

W. A. Rasic Construction Equipment Rates
Rates Effective Oct 2, 2024

Air Compressors		Hourly Rate
Air Compressor - 13 HP (Truck Mounted)		$ 8.00
Air Compressor - 185 CFM w/ tools & hoses		$ 30.00

Asphalt Paving Equipment		Hourly Rate
Asphalt Spreader Box (variable width)		$ 6.00
Propane Torch - Portable		$ 5.00
Roller - 24" Width Walk Behind Type		$ 24.00
Roller - 30" Width Walk Behind Type		$ 26.00
Roller - 36" Width Walk Behind Type		$ 28.00
Roller - Asphalt Vibratory Dual Drum Smooth Type - 3 to 5 Ton		$ 45.00
Tack Sprayer / Emulsion Pot (220 Gallon Capacity)		$ 18.00

Backhoes		Hourly Rate
Backhoe - Case 590 Super M 4X4		$ 75.00
Backhoe - Case 590 Super SN 4X4		$ 78.00
Backhoe - CAT 430E 4x4		$ 75.00
Backhoe - CAT 430 / 430F2 / 450F 4x4		$ 90.00

Backhoe Attachments		Hourly Rate
Auger Drill for Backhoe - 12" Diameter (Max Depth 8')	Daily Rate	$ 180.00
Auger Drill for Backhoe - 24" Diameter (Max Depth 8')	Daily Rate	$ 250.00
Hydraulic Breaker 1,000 LB for Backhoes		$ 50.00
Compaction Wheel for Backhoe - 12" or 18" Wide		$ 10.00

Boring Equipment		Hourly Rate
Accu-Punch Bore Mole 2" diameter		$ 23.00
Accu-Punch Bore Mole 3" diameter		$ 28.00
Accu-Punch Bore Mole 4" diameter		$ 35.00
Accu-Punch Bore Mole 5-3/4" diameter		$ 55.00
Recon Bore Motor - Ingersol Rand Model 44 (Air Driven)		$ 11.00

Compaction Equipment		Hourly Rate
Tamp / Powder Puff - Air Driven	Daily Rate	$ 27.00
Vibratory Soil Plate Compactor 34" Wide (CAT 320/330/325 & JD 200/225 Excavator)		$ 26.00
Vibratory Plate 24" (Walk Behind)	Daily Rate	$ 110.00
Wacker (Jumping Jack)	Daily Rate	$ 110.00

Concrete Equipment		Daily Rate
Concrete Mixer - 1/3 CUYD Capacity (Tow Behind)		$ 90.00
Concrete Saw - Walk Behind	Hourly Rate	$ 60.00
Concrete Vibrator (Electric)		$ 100.00
Concrete Washout Bin (5.25 CUYD)		$ 75.00

Confined Space & Safety Equipment	Daily Rate
Air Supply System - Allegro	$ 250.00
Air Cart w/60 Min. Bottles	$ 160.00
Stretcher Basket w/ Buckles	$ 75.00
Gas / Oxygen Monitor	$ 100.00
Harness - Full Body Type	$ 15.00
Lanyard Retractable Type - 30' Length (Yo-Yo)	$ 35.00

W. A. Rasic Construction Equipment Rates
Rates Effective Oct 2, 2024

Confined Space & Safety Equipment (continued)		Daily Rate
Manhole Blower - 4,130 CFM (Gas Powered)		$ 75.00
S.C.B.A. 5 mins (Scott SKA-PAK 2.2-3.0)		$ 75.00
Tripod w/ Winch For Confined Space Entry		$ 80.00
Velometer (Air Flow Measuring Device)		$ 100.00
Vent Blower Trailer Mounted (12,000 CFM)	Hourly Rate	$ 30.00
Vent Blower Trailer Mounted (25,000 CFM)	Hourly Rate	$ 45.00

Drill Rigs	Hourly Rate
Mobilram - ABI TM 18/22B (83' Height - 148,000 LBS)	$ 580.00

Excavators	Hourly Rate
Excavator - Bobcat E50 (11,876 LBS)	$ 41.00
Excavator - CAT 303E (7,782 LBS)	$ 39.00
Excavator - CAT 305CR (12,469 LBS)	$ 50.00
Excavator - CAT 308CR (20,077 LBS)	$ 60.00
Excavator - CAT 320 CLU (51,750 LBS)	$ 130.00
Excavator - CAT M322D - Wheeled (51,809 LBS)	$ 160.00
Excavator - CAT 330D (79,700 LBS)	$ 200.00
Excavator -CAT 335 (79,900 LBS)	$ 235.00
Excavator - CAT 335F (84,604 LBS) - No Swing	$ 245.00
Excavator - CAT 336EL (86,796 LBS)	$ 255.00
Excavator - CAT 345CL (100, 810 LBS)	$ 270.00
Excavator - CAT 349 (105,200 LBS)	$ 275.00
Excavator - CAT 385CL (187,360 LBS)	$ 400.00
Excavator - John Deere 225 CLC (53,936 LBS)	$ 130.00
Excavator - Komatsu PC 1250 LC-8 (249,560 LBS)	$ 650.00
Excavator - LiuGong 906C (13,228 LBS)	$ 50.00

Excavator Attachments	Hourly Rate
Bedding Conveyor 30" Wide w/8 CUYD Capacity Hopper - Felco (for CAT 385CL)	$ 22.00
Concrete Pulverizer Jaw Type 6,300 LB (for CAT 345CL)	$ 70.00
Compaction Wheel 24" Wide (for CAT 308)	$ 10.00
Compaction Wheel 36" Wide (for CAT 320CLU, CAT 330D)	$ 12.00
Compaction Wheel 45" Wide (for CAT 330D, CAT 320CLU)	$ 14.00
Hydraulic Breaker 1,000 LBS (for CAT 308 Excavator)	$ 50.00
Hydraulic Breaker 4,000 LBS (for CAT 330D, CAT 320CLU)	$ 100.00
Hydraulic Breaker 6,000 LBS (for CAT 336EL, CAT 345CL)	$ 160.00
Hydraulic Breaker 10,000 LBS (for CAT 345CL)	$ 260.00
Hydraulic Breaker 15,000 LBS (for Komatsu PC1000)	$ 320.00
Vibratory Hammer ABI HVR100Z - 4,585 LBS (for CAT 336EL, CAT 345CL Excavator)	$ 75.00

Fusion	Hourly Rate
Fusion Machine For HDPE - 4" Diameter Max (Mcelroy Pitbutt Fusion)	$ 25.00
Fusion Machine for HDPE - 2" Diameter Max (Socket Fusion)	$ 10.00

Generators	Hourly Rate
Generator 5 KW - Truck Mounted	$ 10.00
Generator 25 KW	$ 22.00
Generator 230 KW	$ 125.00

W. A. Rasic Construction Equipment Rates
Rates Effective Oct 2, 2024

Lifts	Hourly Rate
Forklift - Hyster w/ 5,000 LB Lift Capacity	$ 45.00
Forklift - Clark w/ 8,000 LB Lift Capacity	$ 60.00
Forklift - Hyster w/ 15,500 LB Lift Capacity	$ 75.00
Telehandler - CAT TL1255D, Operating Weight: 34,361 lbs., Lift Capacity: 12,000 lbs	$ 120.00

Loaders	Hourly Rate
Loader - CAT 950GC (41,554 LBS)	$ 180.00
Loader - CAT 950 H (44,435 LBS)	$ 180.00
Loader - CAT 950M (42,357 LBS)	$ 195.00
Loader - CAT 966M (51,176 LBS)	$ 235.00
Loader - John Deere 544J (30,459 LBS)	$ 105.00
Skid Steer Loader - CAT 259D3 (8,987 LBS)	$ 70.00
Skid Steer Loader - CAT 262C2 (7,968 LBS)	$ 70.00
Skid Steer Loader - CAT 262D (8,011 LBS)	$ 70.00
Skid Steer Loader - CAT 262D3 (8,296 LBS)	$ 70.00
Skid Steer Loader - CAT 272D2 XHP (9,255 LBS)	$ 72.00
Skid Steer Loader - CAT 279D3 (10,095 LBS)	$ 73.00

Loader Attachments	Hourly Rate
Asphalt Zipper - 30" Width (for CASE 590s/CAT450 or Larger)	$ 65.00
Asphalt Zipper - 48" Width (for CAT 950 Loader or Larger)	$ 90.00
Broom / Sweeper (for CAT 262C, 262D & 262D3)	$ 12.00
Compaction Wheel - 24" Width (for CAT 950)	$ 10.00
Hydraulic Breaker 600 LB (for CAT 262C, 262D & 262D3)	$ 30.00
Cold Planner - Up to 24" (for CAT 262C, 262D & 262D3)	$ 30.00

Miscellaneous Equipment		Daily Rate
Air Hacksaw		$ 75.00
Air Hammer		$ 75.00
Air Ratchet		$ 30.00
Angle Grinder w/4.5" Wheel Diameter		$ 37.50
Auto Level w/Case Tripod & Rod (Magnification: 28X)		$ 75.00
Cart - ATV Type (Gas Powered / 4 Passenger)	Hourly Rate	$ 15.00
Cart - Golf Type		$ 75.00
Chipping gun / Air Hammer / Rivet Buster w/ Tools		$ 75.00
Clay Spade		$ 50.00
Combination Rotary Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered		$ 75.00
Cut-off Saw / Chain Saw / Skill Saw / Jig Saw		$ 75.00
Demolition Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered		$ 75.00
Duct Rodder - 500'		$ 80.00
Duct Rodder - 1000'		$ 100.00
Electric Drill (1" diameter max drill bit)		$ 50.00
Fan 30" Pedestal Type		$ 40.00
Geo Phone Underground Sounding Device (Pig Locator)		$ 175.00
Grade / Flo-Line Instrument		$ 6.00
Heat Gun / Non-Contact Infrared Thermometer		$ 4.00
Holiday Tester (also for T-Lock Liner Testing)		$ 50.00
Jackhammer 70 LB Air		$ 144.00
Jig Saw		$ 75.00
Test Pump Hydrostatic - 5 HP		$ 80.00
Test Pump Hydrostatic - 8 HP		$ 125.00

W. A. Rasic Construction Equipment Rates
Rates Effective Oct 2, 2024

Miscellaneous Equipment (continued)		Daily Rate
Hydraulic Torque Wrench 1" - HyTorc		$ 300.00
Impact Gun / Driver - Up to 1" (11,160 In-Lbs to 16,200 In-Lbs)		$ 30.00
Impact Gun - Up to 1" (1600 Ft-Lbs / 19,200 In-Lbs)		$ 90.00
Laser - Pipe & Slope Type		$ 75.00
Light Stand (Single Lamp 120 Volt)		$ 15.00
Light Tower - Towable Unit (4 Lamp)	Hourly Rate	$ 25.00
Peanut Grinder w/5' Whip Kit		$ 37.50
Pipe Cutters - 4" to 8" Diameter		$ 40.00
Pipe Locator		$ 100.00
Pipe Threader Electric (up to 2")		$ 70.00
Pipe Threader Electric (Up to 4")		$ 175.00
Pipe Threader Hand (Up to 2")		$ 100.00
Pipe Tongs (4" to 12")		$ 15.00
Pipe Tongs (16" to 24")		$ 35.00
Pipe Tongs (30" to 36")		$ 45.00
Plywood Pullers (Up to 6,000 LBS)		$ 10.00
Portable Pipe Vise (Tripod Standing Type)		$ 35.00
Pressure Washer		$ 60.00
Pressure Washer Water Buffalo (4200 PSI)		$ 160.00
Rebar Cutter (Up to 3/4" Max)		$ 120.00
Reciprocating Sawzall		$ 75.00
Rock Drill (Up to 1")	Hourly Rate	$ 16.00
Rotary Hammer (Up to 1" Diameter Chuck Adaptor) - Electric Powered		$ 75.00
Sand Blaster		$ 175.00
Soil Pipe Cutters/Snap Cutters - Up to 30" Diameter		$ 40.00
Steam Pressure Washer Trailer Mounted (3500 PSI)		$ 160.00
Survey Unit for Pig Runs - Promark 3 GPS Type (with receiving units)		$ 400.00
Tapping Machine (Up To 2" Diameter - water systems only)	Hourly Rate	$ 45.00
Tapping Machine - T.D. Williamson (Up to 2" Diameter - Petroleum Systems or	Hourly Rate	$ 85.00
Utility Pole Support Holder (40' max pole height)		$ 30.00

Office Trailers & Storage Containers	Daily Rate
Office Trailer 8' x 16', 8' x 28' or 8' x 32'	$ 48.00
Office Trailer 12' x 52', 12' x 56' or 12' x 60'	$ 70.00
Storage Container 8' x 20'	$ 12.00

Pipe Fitting Equipment		Daily Rate
Bevel Band w/Transmission Crawler (Up to 24")		$ 8.00
Bevel Machine (Up to 12")		$ 8.00
Bevel Machine (Up to 20")		$ 18.00
Cold Cutter - Low Clearance (2" to 14" Steel)		$ 40.00
Cold Cutter - Low Clearance / Rotary Cutter (16" to 26" Steel)		$ 48.00
Double Jackscrew Chain Clamp - Mathey Dearman (Up to 36")		$ 110.00
Electromagnetic Drill Press / Mag Drill (Up to 1" Diameter)		$ 40.00
Line-Up Clamp / Rachet Line-Up (4" to 12" Diameter)		$ 2.00
Line-Up Clamp / Rachet Line-Up (14" to 24" Diameter)		$ 5.00
Line-Up Clamp / Rachet Line-Up (26" to 36" Diameter)		$ 15.00
Mechanical Plug (2" to 12" Diameter)		$ 8.00
Mechanical Plug (Up to 24" Diameter)		$ 10.00
Pipe Dispensing Trailer (Up to 2" Diameter)	Hourly Rate	$ 12.00

W. A. Rasic Construction Equipment Rates
Rates Effective Oct 2, 2024

Pipe Fitting Equipment (continued)		Daily Rate
Pipe Dispensing Trailer (Up to 3" Diameter)	Hourly Rate	$ 15.00
Torque Wrench - Manual (Up to 1,000 LBS)		$ 100.00

Portable Concrete Batch Plant	Hourly Rate
Portable Concrete Batch Plant - Port-A-Pour (Max production @ 120 CUYD per hour)	$ 75.00

Recycling Equipment - Crushers, Screens & Conveyors		Daily Rate
Conveyor / 40 Cubic Yard Load Out Bin		$ 250.00
Conveyor / Stacker 36" Wide x 60' Long - Anaconda TR6036		$ 250.00
Screen Frame 12' Wide w/ Adjustable Top - Grizzly		$ 100.00
Screening / Material Processing Machine - Sandvik QA140 S-3 (100 HP/53,600 LBS)	Hourly Rate	$ 105.00

Shoring Equipment	Daily Rate
Beam W14 x 89 x 30' Length	$ 16.00
Beam W14 x 89 x 40' Length	$ 19.00
Beam W14 x 102 x 40' Length	$ 21.00
Beam W14 x 120 x 40' Length	$ 22.00
Beam W14 x 145 x 40' Length	$ 25.00
Beam W14 x 176 x 40' Length	$ 33.00
Plates 5' x 8' x 1" Thick (non-treated)	$ 7.00
Plates 6' x 10' x 1"Thick (non-treated)	$ 8.00
Plates 8' x 10' x 1" Thick(non-treated)	$ 10.00
Plates 8' x 15' x 1" Thick (non-treated)	$ 13.00
Plates 8' x 20' x 1" Thick (non-treated)	$ 15.00
Plates 8' x 15' x 1 1/2" Thick (treated)	$ 20.00
Plates 8' x 20' x 1 1/2" Thick (treated)	$ 22.00
Plywood 4' x 8' Sheet 1 1/8" Thick	$ 8.00
Timbers 4" x 12" x 10' Long (Typical)	$ 15.00

Sweepers & Brooms		Hourly Rate
Broom / Sweeper - Self Propelled		$ 60.00
Power Broom / Power Sweeper (Walk Behind)	Daily Rate	$ 45.00

Traffic Control Equipment		Daily Rate
Arrow Board (Solar)	Hourly Rate	$ 96.00
Barricade - ADA Compliant Pedestrian Type		$ 3.00
Barricade Flasher (LED Barricade Light)		$ 5.00
Barricade - Type I (Pedestrian Type - Plastic)		$ 1.28
Barricade - Type II		$ 3.00
Barricade - Type III		$ 3.52
Delineator / Traffic Cone		$ 1.28
Chain Link Fence Panel 6' x10' w/ Feet		$ 8.00
Crash Barrels (various sizes)		$ 8.00
K-Rail 20' length		$ 8.00
Message Board - Programmable 4' x 8'	Hourly Rate	$ 18.00
Ramp Pedestrian Type (Bariatric Panel Ramp)		$ 18.00
Rumble / Rock / Tire Cleaning Plates 8' x10'		$ 12.00
Traffic signs 30" x 30"		$ 6.00

W. A. Rasic Construction Equipment Rates
Rates Effective Oct 2, 2024

Trailers	Hourly Rate
Trailer - Dump Trailer - 9,900 GVWR, 6' x 10'	$ 12.00
Trailer - Enclosed Type 12' Long Enclosed (Dig-Up)	$ 20.00
Trailer - End Dump Type (40,000 LB Max Capacity)	$ 15.00
Trailer - Flatbed / Platform Type 48' Long	$ 25.00
Trailer - Low Boy Type Heavy Haul - 88,000 LB Max. Capacity	$ 31.00
Trailer - Pipe Hauler Type - 14' length	$ 10.00
Trailer - Reel Type - 5'4" x 9' (Single Reel)	$ 8.00
Trailer - 10, 000 LB Max. Capacity (for CAT CB24B & Bomag BW120AD5)	$ 10.00
Trailer - 19,000 to 20,000 LB Max Capacity (for CAT CB24B & Bomag BW120AD5)	$ 12.00
Trailer - 35,000 to 40,000 LB Max Capacity (for Various Equipment)	$ 15.00
Trailer - Utility Type / Tool Hauler 1,600 LB Max Capacity	$ 6.00
Trailer - Utility Type / Tool Hauler 3,000 LB Max Capacity	$ 10.00

Trenchers & Conveyor	Hourly Rate
Conveyor for Vermeer DT 655 Trencher (24" Width)	$ 70.00

Trucks	Hourly Rate
Truck - Bobtail / Flat Bed Dump	$ 70.00
Truck - Gang Truck MV607 SBA (33,000 GVWR)	$ 65.00
Truck - Low Bed Haul w/ Trailer (88,000 LB Max Haul Capacity)	$ 125.00
Truck - Mechanics Type w/ 8,500 LB Lift Crane & Welder	$ 75.00
Truck - Mechanics Type w/ 14,000 LB Lift Crane & Welder	$ 75.00
Truck - Pick-up Truck / SUV / Van	$ 38.00
Truck - Service Type (F-350, F-550)	$ 52.00
Truck - Service Type (F-600)	$ 56.00
Truck - Service Type F-550 w/ Welder (500AMP) / Compressor (60 CFM)	$ 60.00
Truck - Stakebed Type - 11' to 16' Bed Length	$ 50.00
Truck - Stakebed Type - 24' Bed Length (25,999 lbs)	$ 50.00
Truck - Super 10 Dump (10 CUYD Cap for Dirt)	$ 100.00
Truck - Water Type 2,000 Gallon	$ 60.00

Water Pumps	Daily Rate
Water Pump 2" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	$ 70.00
Water Pump 3" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	$ 95.00
Water Pump 4" Submersible Type, Electric Powered w/ 25' of Suction Hose & 50' of Discharge Hose	$ 150.00

Water/Fuel Tanks & Towers	Daily Rate
Dewatering Sediment Tanks (1,000 Gallon Capacity)	$ 10.00
Fuel Tank - 1,000 Gallon (Dual Containment)	$ 56.00
Water Tank Trailer Type (500 Gallon Capacity)	$ 8.00
Water Tower - Towable Unit (Up to 12,000 Gallon)	$ 125.00

W. A. Rasic Construction Equipment Rates
Rates Effective Oct 2, 2024

Welding Equipment	Hourly Rate
Band Saw - Portable 4" x 4" max cut	$ 10.00
Plasma Cutter	$ 20.00
Welder 200 AMP	$ 18.00
Welder 300 AMP	$ 20.00
Welder 300 AMP Tig Machine	$ 20.00
Welder 500 AMP	$ 22.00
Weld Rig for Rig Welder (Includes fuel / wet rate)	$ 50.00

ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE SERVICES

				WA RASIC		CEM Construction (1)		Mike Prlich		Stephen Doreck	
Item No.	Description	Unit	Quantity	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
1	Replace existing 8" VCP sewer main - 300 feet (5-10 ft. deep)	LF	300	$141.00	$42,300.00	$200.00	$60,000.00	$460.00	$138,000.00	$320.00	$96,000.00
2	Replace sewer manhole (48-inch Dia) 8-feet Deep	Ea.	5	$8,200.00	$41,000.00	$14,500.00	$72,500.00	$19,000.00	$95,000.00	$26,100.00	$130,500.00
3	Furnish and Install 8" DI pipeline - 300 feet	LF	300	$152.00	$45,600.00	$240.00	$72,000.00	$450.00	$135,000.00	$285.00	$85,500.00
4	Furnish and Install 6" Gate Valve Complete	Ea.	5	$2,151.00	$10,755.00	$4,500.00	$22,500.00	$3,500.00	$17,500.00	$8,350.00	$41,750.00
5	Furnish and Install 8" Gate Valve Complete	Ea.	5	$2,852.00	$14,260.00	$5,500.00	$27,500.00	$4,700.00	$23,500.00	$9,575.00	$47,875.00
6	Furnish and Install 12" Gate Valve Complete	Ea.	5	$4,000.00	$20,000.00	$7,500.00	$37,500.00	$6,000.00	$30,000.00	$12,100.00	$60,500.00
27	Soil Compaction Test	Ea.	5	$266.00	$1,330.00	$750.00	$3,750.00	$120.00	$600.00	$402.50	$2,012.50
33	Water Meter Replacement - 3/4" – 2" Meters in meter boxes	Ea.	5	$135.00	$675.00	$14,500.00	$72,500.00	$1,000.00	$5,000.00	$250.00	$1,250.00
	Water Meter Replacement - 3" - 4" Ultrasonic Meters in vaults	Ea.	4	$4,679.00	$18,716.00	$15,000.00	$60,000.00	$3,000.00	$12,000.00	$750.00	$3,000.00
Total Bid					**$194,636.00**		**$428,250.00**		**$456,600.00**		**$468,387.50**
Rank					**1**		**2**		**3**		**4**

(1) CEM Construction failed to submit the Bid based on Addendum No. 1

ON-CALL MUNICIPAL WATER AND SEWER SYSTEMS MAINTENANCE SERVICES

				Big Ben Inc.		JA Salazar		Dominguez General		Gentry General	
Item No.	Description	Unit	Quantity	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total
1	Replace existing 8" VCP sewer main - 300 feet (5-10 ft. deep)	LF	300	$540.00	$162,000.00	$175.00	$52,500.00	$800.00	$240,000.00	$2,000.00	$600,000.00
2	Replace sewer manhole (48-inch Dia) 8-feet Deep	Ea.	5	$17,726.00	$88,630.00	$16,000.00	$80,000.00	$20,000.00	$100,000.00	$31,000.00	$155,000.00
3	Furnish and Install 8" DI pipeline - 300 feet	LF	300	$454.00	$136,200.00	$245.00	$73,500.00	$600.00	$180,000.00	$1,350.00	$405,000.00
4	Furnish and Install 6" Gate Valve Complete	Ea.	5	$3,112.00	$15,560.00	$15,740.00	$78,700.00	$5,000.00	$25,000.00	$19,000.00	$95,000.00
5	Furnish and Install 8" Gate Valve Complete	Ea.	5	$3,960.00	$19,800.00	$17,800.00	$89,000.00	$8,000.00	$40,000.00	$21,000.00	$105,000.00
6	Furnish and Install 12" Gate Valve Complete	Ea.	5	$5,893.00	$29,465.00	$18,100.00	$90,500.00	$15,000.00	$75,000.00	$25,000.00 (*)	$125,000.00
27	Soil Compaction Test	Ea.	5	$1,560.00	$7,800.00	$200.00	$1,000.00	$300.00	$1,500.00	$1,860.00	$9,300.00
33	Water Meter Replacement - 3/4" – 2" Meters in meter boxes	Ea.	5	$319.00	$1,595.00	$425.00	$2,125.00	$2,000.00	$10,000.00	$2,100.00	$10,500.00
	Water Meter Replacement - 3" - 4" Ultrasonic Meters in vaults	Ea.	4	$2,600.00	$10,400.00	$3,700.00	$14,800.00	$4,000.00	$16,000.00	$2,800.00	$11,200.00
Total Bid					**$471,450.00**		**$482,125.00**		**$687,500.00**		**$1,516,000.00**
Rank					**5**		**6**		**7**		**8**

(*) Amount shown in the Bid," $25,00.00" is in error

55

Office of the
South Gate City Clerk

NOV 21 2024

FILED 9:45am

Item No. 5

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 26, 2024**
Originating Department: **Police**

Department Director: Darren Arakawa *City Manager:* Rob Houston

SUBJECT: PROPOSED USE OF THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY ("OTS") 2024-2025 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT FUNDS ("STEP")

PURPOSE: To approve the use of the STEP funds in the amount of $170,000 for overtime, equipment, and training expenses.

RECOMMENDED ACTIONS: The City Council will consider:

a. Authorizing utilization of the 2024-2025 Selective Traffic Enforcement Program ("STEP") Grant Funds in the amount of $170,000 for overtime, equipment, and training expenses;
b. Amending the Fiscal Year 2024/25 Law Enforcement Grants Fund Budget by appropriating $123,402 for overtime salaries, $43,341 for equipment, and $3,257 for training expenses; and
c. Authorizing the Chief of Police to execute the STEP Grant Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund and no requirement for the City to match the grant funds. The total amount of funding that has been allocated to the City for FY 2024/25 is $170,000.

ANALYSIS: The South Gate Police Department submitted a grant application to the State of California Office of Traffic Safety ("OTS") for the STEP in early 2024. In November 2024, the OTS awarded the South Gate Police Department $170,000 for overtime, equipment, and training expenses.

BACKGROUND: The OTS strives to provide funding assistance to agencies with the greatest need. The grants are awarded on a competitive basis, and a comprehensive evaluation is part of the application review process. OTS evaluates applications using several criteria including, but not limited to, the potential traffic safety impact of proposed activities, local collision statistics, and OTS rankings, the seriousness of identified problems, performance on previous grants, proportionality of funding requested with identified traffic safety problems, and the value of the funding requested for the proposed activities.

In early 2024, the South Gate Police Department submitted a grant proposal to OTS seeking grant funding to impact traffic and record reporting related issues in the City. The goal of the STEP program will be to reduce the number of persons killed and injured in traffic collisions because of alcohol and other collision factors. Using best practices, the South Gate Police Department intends to impact these issues through DUI Checkpoints and saturation patrols, warrant service operations, surveillance operations, and educational awareness programs. The STEP program will also focus on speeders, distracted drivers, seat belt enforcement, operations at intersections where there are a disproportionate number of traffic collisions, and special operations that encourage motorcycle safety.

ATTACHMENT: STEP Agreement

1. **GRANT TITLE**
Selective Traffic Enforcement Program (STEP)

2. **NAME OF AGENCY**
South Gate

3. **Grant Period**
From: 10/01/2024
To: 09/30/2025

4. **AGENCY UNIT TO ADMINISTER GRANT**
South Gate Police Department

5. **GRANT DESCRIPTION**
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. **Federal Funds Allocated Under This Agreement Shall Not Exceed: $170,000.00**

7. **TERMS AND CONDITIONS:** The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. **Approval Signatures**

A. GRANT DIRECTOR
NAME: James Chavez
TITLE: Lieutenant
EMAIL: jchavez@sogate.org
PHONE: (323) 383-2792
ADDRESS: 8620 California Avenue
South Gate, CA 90280-3004

James Chavez (Oct 28, 2024 12:20 PDT) — Oct 28, 2024
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
ADDRESS: Darren Arakawa
Chief of Police
darakawa@sogate.org
(323) 563-5408
8620 California Avenue
South Gate, CA 90280-3004

Darren Arakawa (Oct 28, 2024 14:22 PDT) — Oct 28, 2024
(Signature) *(Date)*

C. FISCAL OFFICIAL
ADDRESS: Wendy O'Kelly
Deputy Director of Administrative Services
wokelly@sogate.org
(323) 563-9522
8620 California Avenue
South Gate, CA 90280-3004

Wendy O'Kelly (Oct 28, 2024 13:27 PDT) — Oct 28, 2024
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Barbara Rooney (Nov 1, 2024 14:38 PDT) — Nov 1, 2024
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: WL7DME3FJSW4 REGISTERED ADDRESS: 8650 California Ave CITY: South Gate ZIP+4: 90280-3004

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-25.1	20.600	0521-0890-101	2023	12/23	BA/23	$19,376.00
164AL-25.1	20.608	0521-0890-101	2023	12/23	BA/23	$17,223.00
402PT-25	20.600	0521-0890-101	2024	22/24	BA/24	$70,624.00
164AL-25	20.608	0521-0890-101	2024	22/24	BA/24	$62,777.00
				AGREEMENT TOTAL		**$170,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$170,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE fbv DATE SIGNED Oct 29, 2024	TOTAL AMOUNT ENCUMBERED TO DATE **$170,000.00**

1. PROBLEM STATEMENT

Located in the heart of the Los Angeles Metropolitan Area, the City of South Gate is a busy, urban community consisting of residential, commercial, and industrial development spread over 7.4 square miles. South Gate is a vibrant and diverse city that has a lot to offer. From its rich history and cultural heritage to its numerous parks, shopping centers, and restaurants. One of the most notable aspects of South Gate is its rich history and cultural heritage. The city was founded in 1923 and has since grown to become a hub for arts, culture, and entertainment. South Gate Park and Recreation Center is a city gem, which hosts various community events, festivals, and cultural celebrations throughout the year. It currently ranks as the 73rd largest city in California and 17th largest in Los Angeles County with a population of 98,633. The City of South Gate is also boarded by two highly traveled freeways, Interstate 710, and Interstate 105. Each of these freeways has freeway on-ramps and off-ramps in or near the City of South Gate.

South Gate is 20 miles north of the Ports of Los Angeles and Long Beach, 7 miles south of downtown Los Angeles, and 13 miles east of the Los Angeles International Airport, making it an ideal location for residents in the Los Angeles County area, and a main thoroughfare for regional, national, and global transportation.

We recognize several ongoing traffic trends occurring in South Gate. First, our population is growing which means there is more vehicle traffic traveling the roads of South Gate. With this increase, there arises a greater likelihood for crashes to occur. Second, we have a large and increasing homeless population that traverses our streets and roadways at all hours creating additional bicycle and pedestrian traffic. The City of South Gate is an urban city situated between several metropolitan cities such as the cities of Los Angeles, Downey, Lynwood, Huntington Park, Cudahy, Bell Gardens, and Bell.

South Gate provides police services for a population of over 98,000 people. There are sixteen elementary schools, three middle schools, five high schools, and one college campus within the City of South Gate. There are several businesses in and around these residential communities and schools. Many of these businesses are manufacturing and retail-type businesses that are primarily open during the daytime. There are also businesses open during the evening hours which provide evening entertainment including alcohol. These establishments include several restaurant-style bars with dance floors.

The City of South Gate, like many California cities, suffered financially due to the 2010 recession. This recession saw a staff reduction of sworn positions of nearly 100 officers to 71. During the last decade, our city has diligently attempted to recoup those numbers. Compounded with the Covid-19 pandemic, our staffing levels have at times reached critical levels. As a result, our Traffic Services Bureau has seen an ongoing reduction of 6 sworn officers to 3 sworn officers. As a result, we have consistently observed declines in officers' proactively addressing traffic-related concerns and DUI drivers.

Over the last several years, our traffic officers have been tasked with backfilling Patrol deployment shortages by working mandatory overtime and handling calls for service involving traffic crashes. This greatly reduced the time traffic officers have been available to address hazardous drivers, pedestrian, and bicycle safety issues. Due to the reduction in sworn officers and lack of available time for directed traffic enforcement, the City of South Gate has an average of 3.9 fatal traffic crashes per year from 2010 to 2023 (high of 8 in 2021).

From 2010 to 2023 the City of South Gate has had over 5087 injury traffic crashes and over 7453 injured victims. According to 2021 OTS crash rankings (Group C) the City of South Gate ranks #5 in fatal and injury crashes, #6 in speed-related traffic crashes, #3 in nighttime injury crashes, and #2 in hit-and-run injury crashes.

In 2022-2023, South Gate identified improper turning, unsafe speed, and right-of-way violations as the top three primary crash factors. Improper turning accounted for a total of 975 crashes, while unsafe speed contributed to 571 crashes. Right-of-way violations were responsible for 448 crashes during the same period. Additionally, in 2023, there were 49 alcohol-involved crashes, resulting in 75 injuries and 2 fatalities. These crash factors indicate a significant safety concern for the South Gate community, as the high volume

of crashes underscores the need for effective interventions to address these driving behaviors. By targeting these issues, South Gate PD can work towards reducing the number of crashes and enhancing road safety for all residents and visitors.

The South Gate Police Department will aggressively address behaviors that cause traffic crashes, speed, DUI, unsafe turning movements, and distraction. We seek to reduce pedestrian and bicyclist actions that put themselves in harm's way and also endanger the motoring public. We believe that a well-formulated traffic enforcement plan will address every angle of behavior will greatly reduce the number of injury crashes we have.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead."	6

OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
7. Conduct DUI Saturation Patrol operation(s).	8
8. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	1
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	11
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
12. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Participate in highly visible collaborative DUI Enforcement operations.	2
16. Participate in highly visible collaborative Traffic Enforcement operations.	2
17. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2
18. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements:

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event.

If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$80,000.00
402PT-25	20.600	State and Community Highway Safety	$90,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-25	$9,215.00	6	$55,290.00
DUI Saturation Patrols	164AL-25	$1,843.00	8	$14,744.00
Warrant Service Operations	164AL-25	$1,843.00	1	$1,843.00
Collaborative DUI Enforcement	164AL-25	$1,843.00	2	$3,686.00
Benefits for 164AL OT @ 1.45%	164AL-25	$75,563.00	1	$1,096.00
Traffic Enforcement	402PT-25	$1,843.00	11	$20,273.00
Distracted Driving	402PT-25	$1,843.00	2	$3,686.00
Motorcycle Safety	402PT-25	$1,843.00	1	$1,843.00
Night-time Click It Or Ticket	402PT-25	$1,843.00	1	$1,843.00
Pedestrian and Bicycle Enforcement	402PT-25	$1,843.00	4	$7,372.00
Street Racing and Sideshow Enforcement Operations	402PT-25	$1,843.00	2	$3,686.00
Collaborative Traffic Enforcement	402PT-25	$1,843.00	2	$3,686.00
Traffic Safety Educational Presentations	402PT-25	$1,843.00	2	$3,686.00
Benefits for 402PT OT @ 1.45%	402PT-25	$46,075.00	1	$668.00
Category Sub-Total				$123,402.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	$3,257.00	1	$3,257.00
				$0.00
Category Sub-Total				$3,257.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Police Motorcycle	402PT-25	$40,000.00	1	$40,000.00
Category Sub-Total				$40,000.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	$3,341.00	1	$3,341.00
Category Sub-Total				$3,341.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$170,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Warrant Service Operations - Overtime for grant funded Warrant Service Operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Medicare - 1.45%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Benefits for 402PT OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Medicare - 1.45%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers in Long Beach and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
Police Motorcycle-Fully equipped motorcycle to be used for grant purposes. Costs may include communication equipment, emergency equipment package, safety bars and modifications and accessories.
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares,

PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal 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 (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 lower tier participant 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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT25227
Agency Name:	South Gate Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$170,000.00
Authorizing Official:	Darren Arakawa
Fiscal Official:	Wendy O'Kelly
Grant Director:	James Chavez

CURRENT GEMS USER(S)

1. James Chavez
Title: Lieutenant
Phone: (323) 383-2792
Email: jchavez@sogate.org
Media Contact: Yes

2. Steven Thoreson
Title: Sergeant
Phone: (562) 477-8759
Email: sthoreson@sogate.org
Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: Steve Thoreson (Oct 28, 2024 12:18 PDT)	Date: Oct 28, 2024

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

James Chavez (Oct 28, 2024 12:20 PDT)	James Chavez
Signature	Name
Oct 28, 2024	Grant Director
Date	Title

Signature Page for use by City of South Gate regarding Grant Agreement PT25227

CITY OF SOUTH GATE:

By:_____
Darren Arakawa, Chief of Police

ATTEST:

By:_____
Yodit Glaze, City Clerk

APPROVED AS TO FORM:

By: Paul Salinas
Raúl F. Salinas, City Attorney

Grant Agreement - PT25227

Final Audit Report 2024-11-01

Created:	2024-10-28
By:	Thuy Marshall (Thuy.Marshall@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVWGjG89R6gWpdpBQ4cljMZtNHX1m-6E1

"Grant Agreement - PT25227" History

Document created by Thuy Marshall (Thuy.Marshall@ots.ca.gov)
2024-10-28 - 6:02:31 PM GMT

Document emailed to sthoreson@sogate.org for signature
2024-10-28 - 6:02:45 PM GMT

Email viewed by sthoreson@sogate.org
2024-10-28 - 7:10:48 PM GMT

Signer sthoreson@sogate.org entered name at signing as Steve Thoreson
2024-10-28 - 7:18:55 PM GMT

Document e-signed by Steve Thoreson (sthoreson@sogate.org)
Signature Date: 2024-10-28 - 7:18:57 PM GMT - Time Source: server

Document emailed to jchavez@sogate.org for signature
2024-10-28 - 7:18:59 PM GMT

Email viewed by jchavez@sogate.org
2024-10-28 - 7:19:12 PM GMT

Signer jchavez@sogate.org entered name at signing as James Chavez
2024-10-28 - 7:20:53 PM GMT

Document e-signed by James Chavez (jchavez@sogate.org)
Signature Date: 2024-10-28 - 7:20:55 PM GMT - Time Source: server

Document emailed to Wendy O'Kelly (wokelly@sogate.org) for signature
2024-10-28 - 7:20:57 PM GMT

Email viewed by Wendy O'Kelly (wokelly@sogate.org)
2024-10-28 - 8:25:53 PM GMT

Document e-signed by Wendy O'Kelly (wokelly@sogate.org)
Signature Date: 2024-10-28 - 8:27:14 PM GMT - Time Source: server

Document emailed to darakawa@sogate.org for signature
2024-10-28 - 8:27:17 PM GMT

Email viewed by darakawa@sogate.org
2024-10-28 - 9:21:35 PM GMT

Signer darakawa@sogate.org entered name at signing as Darren Arakawa
2024-10-28 - 9:22:35 PM GMT

Document e-signed by Darren Arakawa (darakawa@sogate.org)
Signature Date: 2024-10-28 - 9:22:37 PM GMT - Time Source: server

Document emailed to Jessica Chan (jessica.chan@ots.ca.gov) for signature
2024-10-28 - 9:22:39 PM GMT

Email viewed by Jessica Chan (jessica.chan@ots.ca.gov)
2024-10-29 - 5:58:59 PM GMT

Document e-signed by Jessica Chan (jessica.chan@ots.ca.gov)
Signature Date: 2024-10-29 - 5:59:10 PM GMT - Time Source: server

Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature
2024-10-29 - 5:59:12 PM GMT

Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)
2024-11-01 - 9:37:57 PM GMT

Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)
Signature Date: 2024-11-01 - 9:38:09 PM GMT - Time Source: server

Agreement completed.
2024-11-01 - 9:38:09 PM GMT

City of South Gate

CITY COUNCIL

Office of the
South Gate City Clerk
NOV 21 2024
FILED
9:45 am

AGENDA BILL

For the Regular Meeting of: **November 26, 2024**

Originating Department: **Police**

Department Director: Darren Arakawa *City Manager:* Rob Houston

SUBJECT: USE OF 2022 HOMELAND SECURITY GRANT PROGRAM ("SHSP") PROVIDED DIRECTLY TO THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES ("CAL OES") FOR THE 2022 STATE HOMELAND SECURITY PROGRAM ("SHSP"), FAIN #037-00000, FEDERAL AWARD DATED OCTOBER 24, 2022, WITH A PERFORMANCE PERIOD OF SEPTEMBER 1, 2022, TO MAY 31, 2025

PURPOSE: To approve the use of 2022 SHSP funds in the amount of $45,577 to enhance capabilities to prevent, respond, and recover from threats or acts of terrorism.

RECOMMENDED ACTIONS: The City Council will consider:

a. Authorizing utilization of 2022 Homeland Security Grant Program Funds in the amount of $45,577 for law enforcement equipment to address civil unrest, crowd control and active shooters; and
b. Increasing the Fiscal Year 2024/25 revenue projection in Account Number 232-541 (Law Enforcement Grants – Homeland Security Grant) to $45,577; and
c. Amending the Fiscal Year 2024/25 Law Enforcement Grants Fund Budget by appropriating $45,577 to Account Number 232-541-21-6204 (Law Enforcement Grants-Homeland Security Grant – Small Tools and Equipment); and
d. Authorizing the City Manager to execute the State Homeland Security Grant Program Subrecipient Agreement for Grant Year 2022.

FISCAL IMPACT: There is no fiscal impact to the General Fund and no requirement for the City to match these grant funds. The total amount of funding that is allocated to the City for Fiscal Year 2024/25 is $45,577.

ANALYSIS: The surveillance cameras at Firestone & California, Tweedy & California, and Firestone & State have been failing over the last several years and due to the age of the hardware, replacements are not available. These cameras are an extension of the police department as they capture accidents, disputes, and/or criminal activities as they happen, allowing the officers to receive information as they are responding. The presence of cameras acts as a deterrent for reckless driving, speeding, and other traffic violations, reducing the likelihood of accidents in these high

vehicle traffic areas.

New camera technology allows wider coverage, higher resolution, and pan-tilt-zoom capabilities to enhance security. It provides better image quality, even in low-light conditions, improving public safety. Additionally, AI-driven technology can automatically detect unusual activity, track moving objects, and identify faces, enabling faster and more efficient police responses. AI can also predict potential camera failures, allowing for proactive maintenance and reducing downtime.

BACKGROUND: The U.S. Department of Homeland Security through the Office of Grants and Training has provided financial assistance for the SHSP directly to the California Governor's Office of Emergency Services ("Cal OES") for the 2022 SHSP, FAIN #037-00000, Federal Award dated October 24, 2022, with a performance period of September 1, 2022, to May 31, 2025.

Cal OES is providing these funds to the County of Los Angeles (DUNS #052238763) as its Subgrantee. Cal OES is responsible for managing and overseeing the SHSP funds that are distributed to municipal jurisdictions within Los Angeles County. This specific financial assistance is being provided to the South Gate Police Department to address communication equipment, training, and needs of the department to assist in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism.

The County of Los Angeles as a Subgrantee has obtained approval of the 2021 SHSP grant from Cal OES in the total amount of $10,192,647 and the South Gate Police Department has been allocated funds in the amount of $45,577.

ATTACHMENT: 2022 SHSP_Subrecipient Agreement - South Gate (see hyperlink)

State Homeland Security Program
Subrecipient Agreement
Grant Year 2022

Between the

County of Los Angeles

and the

City of South Gate

SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF SOUTH GATE

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 South Gate, a public agency (the “Subrecipient”).

W I T N E 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 2022 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 24, 2022 with a performance period of September 1, 2022 to May 31, 2024. This Federal Award is not a R&D award; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles, Unique Entity ID (UEI) # MKQ9AQH7R2S5, as its Subgrantee, and the Chief Executive Office (CEO) is responsible for managing and overseeing the SHSP funds that are distributed to other specified jurisdictions within Los Angeles County; and

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2022 SHSP grant from Cal OES in the total amount of $9,481,458.00; and

WHEREAS, the CEO now wishes to distribute 2022 SHSP grant funds to the Subrecipient in the amount of $45,577.00, 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 December 6, 2022 authorized the CEO to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

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

B. City of South Gate, a public agency, having its principal office at 8650 California Avenue, South Gate, CA 90280.

§102. Representatives of the Parties and Service of Notices

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

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

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

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

2. The representative of Subrecipient is:

Name and Title:	Darren Arakawa, Chief of Police
Organizational UEI Number:	
Address:	8620 California Avenue
City/State/Zip:	South Gate, CA 90280
Phone:	323-563-5400
FAX:	323-563-5488
Email:	DARAKAWA@SOGATE.ORG

With a copy to*:*

Name and Title:	Yodit Glaze, City Clerk
Address:	8650 California Avenue
City/State/Zip:	South Gate, CA 90280
Phone:	323-563-9511
FAX:	323-563-5411
Email:	YGLAZE@SOGATE.ORG

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

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

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

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

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

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2022 to February 29, 2024, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §503, below.

§202. Use of Grant Funds

A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2022 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://sam.gov/search/ prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.

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

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

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

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

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

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

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

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

K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at https://www.fema.gov/authorized-equipment-list and the Funding Guidelines of the 2022 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 2022 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 $45,577.00 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 2022 SHSP Grant Award Letter from Cal OES.

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

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

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

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

C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified

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

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

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

F. 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 2022 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

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

3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

§416. Compliance with Fair Chance Employment Practices

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

§417. Method of Payment and Required Information

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

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

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

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Termination

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

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____ _____
FESIA A. DAVENPORT Date
Chief Executive Officer

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

APPROVED AS TO FORM

DAWYN R, HARRISON
County Counsel

BY_____
Deputy County Counsel

CITY OF SOUTH GATE

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 Regarding Lobbying

A.1……. Disclosure of Lobbying Activities

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…… FY 2022 Federal Notice of Funding Opportunity

F.1…… FY 2022 Cal OES Supplement to Federal Notice of Funding Opportunity

Exhibit G…… Reimbursement Form and Instructions

Exhibit H…….. Monitoring Instrument



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Initials_____

Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials_____

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

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

2. Status of Federal Action:

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

3. Report Type:

[A]
a. initial filing
b. material change

For Material Change Only:

Year _____ **Quarter** _____

date of last report _____

4. Name and Address of Reporting Entity:

☐ Prime ☑ Subawardee

Tier, *If known:* _____

Congressional District, *if known:* _____

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

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

Congressional District, *if known:* _____

6. Federal Department/Agency:

Department of Homeland Security

7. Federal Program Name/Description:

Homeland Security Grant Program

CFDA Number, if applicable: 97.067

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

9. Award Amount, *if known:* _____

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

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

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

_____ ☐ **Actual** ☐ **Planned**

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

☐ a. cash
☐ b. in-kind; specify:

nature _____ **value** _____

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

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

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

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

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

Signature: _____
Name: _____
Title: _____
Telephone: _____ *(area code)*
Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form – LLL

Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET

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

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

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

_____
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 form participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

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.

OFFICAL'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 Cal OES Federal Non-Disaster Grant Programs

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

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

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

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

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

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

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

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

Initials _____



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

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

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

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

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

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

5. Non-Discrimination and Equal Employment Opportunity

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



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

Initials _____



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

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

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

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

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

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

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



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

Initials _____



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

8. **Audits**
   For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform 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. **Cooperation and Access to Records**
   The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

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

11. **Financial Management**
    False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. **Reporting - Accountability**
    The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

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

Initials _____



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et 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 federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. 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.

Initials _____

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

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

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant 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.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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

Initials _____



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

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

Initials _____



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

Initials _____



Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

Initials _____

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 24, 2022

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

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)
Subaward #2022-0043, Cal OES ID#037-00000
Subaward Period of Performance: 09/01/2022-05/31/2024

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2022 HSGP subaward in the amount of $9,481,458.

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

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

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

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency 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.

Due to Los Angeles County's failure to comply with the quarterly drawdown Special Condition for the FY19 HSGP award, the period of performance for Los Angeles County's FY22 award has been shortened to May 31, 2024. The county will be given the opportunity to restore the period of performance to an end date of May 31, 2025, provided that the semi-annual drawdown requirement is met for all three periods within the first eighteen months of the FY22 grant award. A copy of the Special Condition letter for FY 19 has been included for reference.
A Conditional Hold has been placed on your award for the following investments which fall under the National Priority Areas:
IJ# 3 Cybersecurity - $106,000 Project# 25 Chainalysis.
To release this hold, additional information is required for the investments identified which must be submitted in the December 2022 Biannual Strategy Implementation Report in a manner consistent with Grants Program Directorate Information Bulletin No. 447.
Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Fesia Davenport
Fesia Davenport (Nov 14, 2022 11:23 PST)

Fesia A. Davenport
Los Angeles County

Date

Project Ledger

South Gate
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Project Title	Funding Source	Discipline	Solution Area	Total Budgeted
IJ.10	047	LE CCTV	HSGP-SHSP	LE	Equipment	$ 45,577
					Total	**$ 45,577**

Planning

South Gate
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022

POP Start Date	9/1/2022
POP End Date	5/31/2024

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

Organization

South Gate
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022

POP Start Date	9/1/2022
POP End Date	5/31/2024

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

Equipment

South Gate
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	10/25/2022

POP Start Date	9/1/2022
POP End Date	5/31/2024

Investment Justification (IJ)	Project No.	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Noncompetitive Procurement over $250K	Hold Trigger	Budgeted Cost
											$ 45,577
IJ.10	47.00	Purchase of 4 standard, low light, or infrared CCTV to monitor critical infrastructure and crowded places within the City of South Gate	14SW-01-VIDA	Systems, Video Assessment, Security	HSGP-SHSP	LE	Physical Security Enhancement Equipment	Deployable	No	No Hold Indicated	$ 45,577

Training

South Gate
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

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

Exercise

South Gate
FY 2022 State Home Security Program (SHSP) Projects
Grant Subaward: 2022-0043
Cal OES ID: 037-00000

Ledger Type	**Initial Application**
Date	**10/25/2022**

POP Start Date	9/1/2022
POP End Date	5/31/2024

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

The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program

Release Date: May 13, 2022

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at Unique Entity Identifier Update | GSA.

Visit Grants.gov for registration information. Detailed information regarding UEI and SAM is also provided in Section D of this funding notice.

Additional Information can be found on Grants.gov.

Table of Contents

A. Program Description

1. Issued By
2. Assistance Listings Number
3. Assistance Listings Title

4. Funding Opportunity Title
5. Funding Opportunity Number
6. Authorizing Authority for Program
7. Appropriation Authority for Program
8. Announcement Type
9. Program Category
10. Program Overview, Objectives and Priorities
11. Performance Measures

B. Federal Award Information

1. Available Funding: $1,120,000,000
2. Projected Number of Awards: 56
3. Period of Performance: 36 months
4. Projected Period of Performance Start Date(s): September 1, 2022
5. Projected Period of Performance End Date(s): August 31, 2025
6. Funding Instrument Type: Grant

C. Eligibility Information

1. Eligible Applicants
2. Applicant Eligibility Criteria
3. Other Eligibility Criteria
4. Cost Share or Match

D. Application and Submission Information

1. Key Dates and Times
2. Agreeing to Terms and Conditions of the Award
3. Address to Request Application Package
4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application
5. Electronic Delivery
6. How to Register to Apply through Grants.gov
7. How to Submit an Initial Application to FEMA via Grants.gov
8. Submitting the Final Application in ND Grants
9. Timely Receipt Requirements and Proof of Timely Submission
10. Content and Form of Application Submission

11. Other Submission Requirements
12. Intergovernmental Review
13. Funding Restrictions and Allowable Cost

E. Application Review Information

1. Application Evaluation Criteria
2. Review and Selection Process

F. Federal Award Administration Information

1. Notice of Award
2. Pass-Through Requirements
3. Administrative and National Policy Requirements
4. Reporting
5. Monitoring and Oversight

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information
2. Systems Information

H. Additional Information

1. Termination Provisions
2. Program Evaluation
3. Period of Performance Extensions

A. Program Description

1. Issued By

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

2. Assistance Listings Number

97.067

3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2022 Homeland Security Grant Program (HSGP)

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

5. Funding Opportunity Number

DHS-22-GPD-067-000-02

6. Authorizing Authority for Program

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

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives and Priorities

a. Overview

The Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent,

protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Strategic Plan, the HSGP supports the goal to Strengthen National Preparedness and Resilience.

In FY 2022, there are three components of the HSGP:

1. State Homeland Security Program (SHSP): SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
2. Urban Area Security Initiative (UASI): UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
3. Operation Stonegarden (OPSG): OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

The 2022-2026 FEMA Strategic Plan outlines three goals designed to position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. The HSGP supports FEMA's efforts to achieve equitable outcomes for those we serve (Goal 1) and to promote and sustain a prepared nation (Goal 3). We invite our stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

Finally, for FY 2022, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other threats to our national security. The threats to our nation have evolved during the past two decades. We now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, and threats from domestic violent extremists who currently pose the greatest terrorism threat to the nation[1]. Therefore, for FY 2022, DHS has identified six priority areas related to the most serious threats to the nation. Recipients are expected to address those priority areas with their HSGP funds.

b. Objective

The objective of the FY 2022 HSGP is to fund SLTT efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

c. Priorities

SHSP and UASI Funding Priorities

Given the evolving national security threat landscape, DHS/FEMA has evaluated the national risk profile and set priorities that help inform appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2022, six priority areas attract the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that recipients should allocate a total of 30 percent of their SHSP and UASI award funds across these six priority areas. As indicated below, four of the priorities have minimum spend requirements totaling 12 percent of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 18 percent across the priorities. The following are the six priority areas for FY 2022, along with the minimum corresponding percentage of SHSP and UASI funds that each recipient will be required to allocate:

1. Enhancing the protection of soft targets/crowded places – 3 percent
2. Enhancing information and intelligence sharing and analysis – 3 percent
3. Combating domestic violent extremism – 3 percent
4. Enhancing cybersecurity – no minimum percent
5. Enhancing community preparedness and resilience – 3 percent

6. Enhancing election security – no minimum percent

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D.10.b.II of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30 percent) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area priority area (as applicable) and overall 30 percent of total SHSP and UASI funds.

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

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

1. Effective planning[2]
2. Training and awareness campaigns
3. Equipment and capital projects
4. Exercises

The table below provides a breakdown of the FY 2022 SHSP and UASI priorities (the focus of OPSG remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual. DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

National Priorities

Priorities	Core Capabilities	Lifelines	Example Project Types

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

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

Enhancing information and intelligence sharing and analysis	Intelligence and information sharing Interdiction and disruption Planning Public information and warning Operational coordination Risk management for protection programs and activities	Safety and Security	Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation Identification, assessment, and reporting of threats of violence Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS

Combating Domestic Violent Extremism	Interdiction and disruption Intelligence and information sharing Planning Public information and warning Operational coordination Risk management for protection programs and activities	Safety and Security	Open-source analysis of disinformation and misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats Sharing and leveraging intelligence and information, including open-source analysis Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists Training and awareness programs (e.g., through social media, suspicious activity reporting [SAR] indicators and behaviors) to help prevent radicalization Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism

Enhancing Community Preparedness and Resilience	Planning Public Information and Warning Community Resilience Risk Management for Protection Programs and Activities Mass Care Services Intelligence and Information Sharing Risk and Disaster Resilience Assessment Long Term Vulnerability Reduction	Safety and Security	Establish, train, and maintain Community Emergency Response Teams (CERT) and Teen CERT, with a focus on historically undeserved communities, including procurement of appropriate tools, equipment and training aides Local delivery of CERT Train-the-Trainer and CERT Program Manager to build local program training and maintenance capacity Provide continuity training, such as FEMA's Organizations Preparing for Emergency Needs training, to faith-based organizations, local businesses, and community-based organizations such as homeless shelters, food pantries, nonprofit medical providers and senior care facilities to bolster their resilience to all hazards Partner with local school districts to deliver the Student Tools for Emergency Planning curriculum or other educational programming to guide students on how to create emergency kits and family communications plans Partner with key stakeholders to assist with completing the Emergency Financial First Aid Kit or a similar tool to bolster the disaster centric financial resilience of individuals and households Execute *You are the Help Until the Help Arrives* workshops in concert with community-based

Enhancing Election Security	Cybersecurity Intelligence and information sharing Planning Long-term vulnerability reduction Situational assessment Infrastructure systems	Safety and Security	Physical security planning support Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc. General election security navigator support Cyber navigator support Cybersecurity risk assessments, training, and planning Projects that address vulnerabilities identified in cybersecurity risk assessments Iterative backups, encrypted backups, network segmentation, software to monitor/scan, and endpoint protection Distributed Denial Of Service protection Migrating online services to the ".gov" internet domain

Enduring Needs

Priorities	Core Capabilities	Lifelines	Example Project Types

Planning	Planning Risk management for protection programs and activities Risk and disaster resilience assessment Threats and hazards identification Operational coordination Community resilience	Safety and Security	Development of: Security Risk Management Plans Threat Mitigation Plans Continuity of Operations Plans Response Plans Efforts to strengthen governance integration between/among regional partners Joint training and planning with DHS officials and other entities designated by DHS Cybersecurity training and planning Revision of existing plans to strengthen community resilience in underserved communities

Training & Awareness	Long-term vulnerability reduction Public information and warning Operational coordination Situational assessment Community resilience	Safety and Security	Active shooter training Intelligence analyst training SAR and terrorism indicators/behaviors training Security training for employees Public awareness/preparedness campaigns Joint training and planning with DHS officials and other entities designated by DHS Cybersecurity training and planning Sharing and leveraging intelligence and information Targeted outreach and preparedness training for underserved communities in conjunction with community-based organizations

Equipment & Capital Projects	Long-term vulnerability reduction Infrastructure systems Operational communications Interdiction and disruption Screening, search and detection Access control and identity verification Physical protective measures	Safety and Security	Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments Physical security enhancements Security cameras (CCTV) Security screening equipment for people and baggage Lighting Access Controls Fencing, gates, barriers, etc. Enhancing Weapons of Mass Destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities Chemical/Biological/Radiological/ Nuclear/Explosive (CBRNE) detection, prevention, response, and recovery equipment
Exercise	Long-term vulnerability reduction Operational coordination Operational communications Community resilience	Safety and Security	Response exercises, including exercise planning with community-based organizations

For FY 2022, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the four National Priority Areas with associated minimum spend requirements. Each of these four investments must also account for at least the relevant minimum percentage (12 percent) of the applicant's SHSP and UASI allocation. State Administrative Agencies (SAAs) may submit complete project-level information at the time of application, including the National Priority Area IJs, but are not required to do so. **As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism**. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System (NPS) tools and resources, can be found at https://www.fema.gov/national-preparedness-system. Detailed information on THIRA/SPR timelines and deadlines can be found in the Preparedness Grants Manual.

OPSG Funding Priorities

The table below provides a breakdown of the FY 2022 OPSG funding priority, which remains focused on and unique to border security.

National Priorities

Priorities	Core Capabilities	Lifelines	Example Project Types

Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	Intelligence and information sharing	Safety and Security	Participation in the DHS/ICE 287(g) training program Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation Identification, assessment, and reporting of threats of violence Joint intelligence analysis training and planning with DHS officials and other entities designated

For FY 2022, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

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

B. Federal Award Information

1. Available Funding

$1,120,000,000

HSGP Programs	FY 2022 Allocation
SHSP	$415,000,000
UASI	$615,000,000
OPSG	$90,000,000
Total	**$1,120,000,000**

SHSP Allocations

For FY 2022, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

Each state and territory will receive a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. All 50 States, the District of Columbia, and the Commonwealth of Puerto Rico will receive 0.35 percent of the total funds allocated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. Each of the four

territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) will receive a minimum allocation of 0.08 percent of the total funds allocated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended.

Each state must include a separate IJ for each of the four National Priority Areas with a minimum spend requirement. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total SHSP allocation.

FY 2022 SHSP Allocations

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Alabama	$4,847,500	Montana	$4,847,500
Alaska	$4,847,500	Nebraska	$4,847,500
American Samoa	1,108,000	Nevada	$4,847,500
Arizona	$4,847,500	New Hampshire	$4,847,500
Arkansas	$4,847,500	New Jersey	$7,074,841

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
California	$57,035,623	New Mexico	$4,847,500
Colorado	$4,847,500	New York	$68,033,267
Connecticut	$4,847,500	North Carolina	$5,085,387
Delaware	$4,847,500	North Dakota	$4,847,500
District of Columbia	$5,085,387	Northern Mariana Islands	$1,108,000
Florida	$9,343,905	Ohio	$6,190,947
Georgia	$5,288,656	Oklahoma	$4,847,500
Guam	$1,108,000	Oregon	$4,847,500
Hawaii	$4,847,500	Pennsylvania	$8,136,252
Idaho	$4,847,500	Puerto Rico	$4,847,500

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Illinois	$13,894,910	Rhode Island	$4,847,500
Indiana	$4,847,500	South Carolina	$4,847,500
Iowa	$4,847,500	South Dakota	$4,847,500
Kansas	$4,847,500	Tennessee	$4,847,500
Kentucky	$4,847,500	Texas	$18,210,451
Louisiana	$4,847,500	U.S. Virgin Islands	$1,108,000
Maine	$4,847,500	Utah	$4,847,500
Maryland	$7,074,841	Vermont	$4,847,500
Massachusetts	$6,190,947	Virginia	$8,136,252
Michigan	$5,085,387	Washington	$6,190,947

State/Territory	FY 2022 Allocation	State/Territory	FY 2022 Allocation
Minnesota	$4,847,500	West Virginia	$4,847,500
Mississippi	$4,847,500	Wisconsin	$4,847,500
Missouri	$4,847,500	Wyoming	$4,847,500
Total			**$415,000,000**

UASI Allocations

Eligible candidates for the FY 2022 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at https://www.census.gov/programs-surveys/metro-micro.html. **THIRA/SPR results do not impact grant allocations or awards.**

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

In its application, each high-risk urban area, through the state, must include a separate IJ for each of the four National Priority Areas with minimum spend requirements. **All projects related to the minimum spend for the National Priority Area *must* be included in the IJ.** For the National Priority Areas that have a minimum spend percentage requirement, the funding level in each of those National Priority Area investments **must equal or exceed** the percentage for that respective National Priority Area, calculated as a percentage of the urban area's

UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30 percent** of the total UASI allocation.

FY 2022 UASI Allocations

State/Territory	Urban Area	FY 2022 UASI Allocation
Arizona	Phoenix Area	$5,250,000.00
California	Anaheim/Santa Ana Area	$5,250,000.00
California	Bay Area	$37,049,000.00
California	Los Angeles/Long Beach Area	$67,182,000.00
California	Riverside Area	$3,900,000.00
California	Sacramento Area	$3,800,000.00
California	San Diego Area	$16,696,000.00
Colorado	Denver Area	$3,900,000.00
District of Columbia	National Capital Region	$51,127,000.00
Florida	Miami/Fort Lauderdale Area	$14,750,000.00
Florida	Orlando Area	$3,800,000.00
Florida	Tampa Area	$3,800,000.00
Georgia	Atlanta Area	$6,700,000.00
Illinois	Chicago Area	$67,182,000.00
Indiana	Indianapolis Area	$1,500,000.00
Louisiana	New Orleans Area	$1,500,000.00
Maryland	Baltimore Area	$3,800,000.00

Massachusetts	Boston Area	$16,900,000.00
Michigan	Detroit Area	$5,250,000.00
Minnesota	Twin Cities Area	$5,250,000.00
Missouri	Kansas City Area	$1,500,000.00
Missouri	St. Louis Area	$3,800,000.00
Nevada	Las Vegas Area	$5,250,000.00
New Jersey	Jersey City/Newark Area	$18,915,000.00
New York	New York City Area	$176,599,000.00
North Carolina	Charlotte Area	$3,800,000.00
Ohio	Cincinnati Area	$1,500,000.00
Ohio	Cleveland Area	$1,500,000.00
Oregon	Portland Area	$3,800,000.00
Pennsylvania	Philadelphia Area	$16,900,000.00
Pennsylvania	Pittsburgh Area	$1,500,000.00
Texas	Dallas/Fort Worth/Arlington Area	$16,900,000.00
Texas	Houston Area	$24,600,000.00
Texas	San Antonio Area	$3,800,000.00
Virginia	Hampton Roads Area	$3,800,000.00
Washington	Seattle Area	$6,250,000.00
Total		**$615,000,000.00**

OPSG Allocations

For FY 2022, DHS/FEMA will award OPSG funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The FY 2022 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the state's application as described in Section D, below. **The THIRA/SPR process is not required for OPSG.**

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

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

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

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

2. Projected Number of Awards

56

3. Period of Performance

36 months

4. Projected Period of Performance Start Date(s)

September 1, 2022

5. Projected Period of Performance End Date(s)

August 31, 2025

6. Funding Instrument Type

Grant

C. Eligibility Information

1. Eligible Applicants

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

2. Applicant Eligibility Criteria

Eligible high-risk urban areas for the FY 2022 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2022, OPSG eligible subrecipients are local units of government at the county level or equivalent level of government and federally recognized tribal governments in states bordering Canada or Mexico and states and territories with international water borders. All applicants must have active ongoing USBP operations coordinated through a CBP sector office to be eligible for OPSG funding.

In FY 2022, OPSG subrecipients eligible to apply for and receive a subaward directly from the SAAs are divided into three Tiers. Tier 1 entities are local units of government at the county level or equivalent and federally recognized tribal governments that are on a physical border in states bordering Canada, states bordering Mexico, and states and territories with international water borders. Tier 2 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 1 county. Tier 3 eligible subrecipients are those not located on the physical border or international water but are contiguous to a Tier 2 eligible subrecipient. The tier structure is only applicable with regard to eligibility. OPSG funding allocations are based on the assessed border security risks as determined by the USBP.

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

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

3. Other Eligibility Criteria

a. National Incident Management System (NIMS) Implementation

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

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

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

B. Emergency Management Assistance Compact (EMAC) Membership

In support of the National Preparedness Goal (the Goal), SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2022 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

C. Law Enforcement Terrorism Prevention Activities (LETPA)

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2022, DHS/FEMA is requiring that at least 30 percent of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least **30 percent** of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 30 percent LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 30 percent LETPA allocation requirement is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below. The Preparedness Grants Manual includes additional information on project selection considerations and allowable activities for LETPA investments.

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

4. Cost Share or Match

There is no cost share or match requirement for the FY 2022 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date:

May 13, 2022

b. Application Submission Deadline:

June 13, 2022 at 5 p.m. ET

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

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may

include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

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

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

c. Anticipated Funding Selection Date:

No later than August 17, 2022

D. Anticipated Award Date:

No later than September 30, 2022

E. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining an UEI number	Four weeks before actual submission deadline

Event	Suggested Deadline for Completion
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in Grants.gov	Four weeks before actual submission deadline
Starting application in Grants.gov	One week before actual submission deadline
Submitting the final application in ND Grants	By submission deadline

2. Agreeing to Terms and Conditions of the Award

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

3. Address to Request Application Package

See the Preparedness Grants Manual for requesting and submitting an application.

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

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

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

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

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

1. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide an UEI number;
3. Have an account with login.gov;
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Create a Grants.gov account;
6. Add a profile to a Grants.gov account;
7. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
8. Register in ND Grants
9. Submit an initial application in Grants.gov;
10. **Submit the final application in ND Grants, including electronically signing applicable forms; and**
11. Continue to maintain an active SAM registration with current information at all times during which they have an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on their immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

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

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

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

5. Electronic Delivery

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

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

6. How to Register to Apply through Grants.gov

For information on how to register to apply through Grants.gov, please see the Preparedness Grants Manual.

7. How to Submit an Initial Application to FEMA via Grants.gov

Standard Form 424 (SF-424) is the initial application for this NOFO.

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

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

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

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

8. Submitting the Final Application in ND Grants

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

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

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

Applicants should review these forms before applying to ensure they have all the information required.

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

9. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants System. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5:00 PM ET** on the application deadline date. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

10. Content and Form of Application Submission

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted in either Grants.gov or ND Grants. The Standard Forms (SF) are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at https://www.grants.gov/web/grants/forms/sf-424-family.html.

I. GRANTS.GOV

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

II. ND GRANTS

- **SF-424A, Budget Information (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
  - To comply with 2 C.F.R. § 200.402 - 2 C.F.R. § 200.405, HSGP applicants must complete and submit an SF-424A or SF-424C, as appropriate, reflecting cost breakdown per budget cost categories per sub-program (SHSP, UASI, OPSG) and Management and Administration costs as applicable to align with the SHSP and UASI allocations and OPSG requests. The SF-424A or SF-424C with the pre-filled requirements can be found with the HSGP NOFO and associated attachments on grants.gov. Adjustments to the SF-424A or SF-424 C may be required after the FY 2022 OPSG allocations are finalized. GPD Grants Management Specialists will contact applicants for any necessary revisions.
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants
  - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
  - **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants
  - **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be

available or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

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

b. Program-Specific Required Forms and Information

I. IJ Development: SHSP and UASI

As part of the FY 2022 HSGP application process for SHSP and UASI funds, applicants must develop formal IJs that address the proposed investments. Failure to fulfill all of the terms contained in this section will be considered by DHS/FEMA in its evaluation of the effectiveness of the IJs submitted to meet the minimum percent spend requirement for the National Priority Areas. Failure to sufficiently align projects to the National Priority Areas and meet the minimum percent spend requirement will result in funds being placed on hold until those issues are addressed.

FY 2022 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for each of the four National Priority Areas with a minimum spend requirement (Soft Targets/Crowded Places, Intelligence and Information Sharing, Countering Domestic Violent Extremism, and Community Preparedness and Resilience) identified in this NOFO. Each of these IJs must also meet or exceed the minimum percent spend requirement based on the applicant’s SHSP and UASI allocation stated in this NOFO. **All projects associated with the minimum spend of a National Priority Area *must* be submitted in the same IJ.** SAAs may submit complete project-level information at the time of application but are not required to do so at the time of application. However, any SHSP or UASI application that does not include an IJ for each National Priority Area that meets the minimum spend requirement will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30 percent of the total

SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- Support terrorism preparedness; and
- Support closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

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

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

If not included in the application, SHSP and UASI recipients must submit complete project-level information for each SHSP and UASI IJ as part of the Biannual Strategy Implementation Report (BSIR) due by January 30, 2023. This includes IJs for the National Priority Areas.

DHS/FEMA will evaluate the effectiveness of the projects submitted in support of the National Priority Areas, either at the time of application or as part of the December 2022 BSIR. DHS/FEMA will not reduce FY 2022 HSGP awards based on the effectiveness review but will work with recipients to ensure compliance with the National Priority Area requirements based on the results of the effectiveness review. Recipients and subrecipients will not be permitted to expend funding under the National Priority Areas until the effectiveness of the proposed projects has been reviewed and confirmed by FEMA.

II. Development of Investments and Projects: SHSP and UASI

- Applicants must propose at least four and may include up to 12 investments.

- Within each investment, applicants must propose at least one project to describe the activities they plan to implement with SHSP and UASI funds. There is no limit to the number of projects that may be submitted.
- Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including:
  - Project name;
  - Project description;
  - Subrecipient name, if applicable;
  - Recipient type (e.g., state or local);
  - Project location (zip code of the primary location of the project);
  - Primary core capability the project supports;
  - Whether the project activities are shareable and deployable; and
  - Which National Priority Area (if any) the project supports.

- Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- FEMA encourages states to use any DHS provided assessments, such as those performed by DHS's Protective Security Advisors and Cybersecurity Advisors, when developing their IJs.

III. National Priority Area Investments: SHSP and UASI

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

- **Soft Targets/Crowded Places (3 percent)**

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

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

The malicious use of unmanned aircraft systems poses a threat to the safety and security of the American people, communities, and institutions. Technologies to detect or mitigate unmanned aircraft systems are an allowable use under the HSGP in accordance with the Domestic Counter-Unmanned Aircraft Systems (UAS) National Action Plan. Recipients should ensure that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, they seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws which may apply to the use of such technologies.

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's and high-risk urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are also encouraged to engage DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology.

- **Information and Intelligence Sharing (3 percent)**

Effective homeland security operations rely on access to, analysis of, and the timely sharing of open source, unclassified, and classified information, suspicious activity reports, tips/leads, and actionable intelligence on indicators and behaviors to accurately identify, assess, and mitigate a wide array of threats against the United States, including terrorism, threats to life, targeted violence, and other threats within the DHS mission space. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and

operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism – including both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas, while upholding privacy, civil rights and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's and high-risk urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for information sharing and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

- **Domestic Violent Extremism (3 percent)**

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

extremist ideologies.

Given the rise of domestic violent extremism in recent years, at least one investment must be in support of the state's and high-risk urban area's efforts to combat the rise, influence, and spread of domestic violent extremism. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for domestic violent extremism and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding domestic violent extremism are available through Center for Prevention Programs and Partnerships | Homeland Security (dhs.gov).

- **Cybersecurity (no minimum percent)**

Today's world is more interconnected than ever before, but with increased connectivity comes increased risk of our adversaries, including terrorists, exploiting cyber vulnerabilities and weaknesses to disrupt our way of life. While not required, applicants are encouraged to submit an investment related to their ongoing or near-term high priority cybersecurity projects. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2022 HSGP grant awards will be required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2022 NCSR is estimated to be open from October 2022 – February 2023.

The NCSR is an annual requirement for recipients and subrecipients of HSGP funds. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In such cases, such subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by the pass-through entity. Although not required by SLTTs that did not receive

HSGP funds, all SLTT agencies with preparedness responsibilities are highly encouraged to participate and complete the NCSR to evaluate their cybersecurity posture. For detailed information and background on the NCSR, please see IB 439.

Additional resources and information regarding cybersecurity are available through the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology.

- **Community Preparedness and Resilience (3 percent)**

Community organizations are the backbones of American civic life, both during "blue skies" and in the aftermath of terrorist attacks. Community organizations, such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. In addition, individual citizens and volunteer responders, such as Community Emergency Response Teams, are often the first on the scene after a terrorist attack. The ability of these volunteers to provide assistance to their fellow citizens prior to the arrival of professional first responders is paramount to a community's resilience. FEMA's 2021 National Household Survey recorded an 11% decline in the number of Americans that have taken at least three preparedness actions to bolster individual and household resilience. In addition, the COVID-19 pandemic has placed a significant burden on community-based organizations such as homeless shelters, food banks, public libraries, faith-based institutions, and nonprofit medical providers to continue to provide key services during and after disasters, including acts of terrorism. This National Priority Area will bolster community preparedness and resilience by investing in local, community-driven capabilities.

Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people. To that end, states, territories, and high-risk urban areas are strongly encouraged to explore how SHSP- and UASI-funded activities can address the needs of underserved, at-risk communities to help ensure consistent and systematic, fair, just, and impartial treatment of all individuals before, during, and after a disaster.

The focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. Substantial and ongoing prioritization of, and investment in, underserved communities is essential for the entire system to be effective and efficient. Engaging the whole community requires all members of the community to be part of the emergency management team, including representatives of underserved communities, diverse community members, social and community service groups and institutions, faith-based and disability advocacy groups, academia, professional associations, the private and nonprofit sectors, and government agencies that may not traditionally have been directly involved in emergency management. The whole community includes children; older adults; individuals with disabilities and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; people with limited English proficiency; and owners of animals including household pets and service animals.

These factors underpin the requirement that at least one investment must be in support of the state's and urban area's efforts to address community preparedness and resilience. Additionally, the proposed investment must meet or exceed the FY 2022 national priority percentage for community preparedness and resilience and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through Individuals and Communities | FEMA.gov.

- **Election Security (no minimum percent)**

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, while not required, applicants are encouraged to submit an investment related to their election security needs.

If submitted, the investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. **Any activities proposed that could be used to suppress voter registration or turnout will not be approved.**

Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

IV. Development of Fusion Center Projects: SHSP and UASI

Each applicant must identify a fusion center project that will:

- Indicate alignment to a designated Fusion Center; and
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.

The descriptive narrative and the financial itemization should align improvement or sustainment requests with fusion center activities as they relate to the Fusion Center Performance Measures found in the Preparedness Grants Manual.

Sample Fusion Center Funding Itemization

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

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2022.XXX*
- *We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project*

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

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

V. Completing IJs in the Grant Reporting Tool (GRT): SHSP and UASI

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

Applicants must ensure the appropriate National Priority Area "Investment Type" (*Overview Tab – Investment Information Section)* is selected for the corresponding National Priority Area.

VI. Development of Concept of Operations for OPSG

As part of the FY 2022 OPSG application process, each eligible local unit of government at the county or federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other

local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary.

CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with the local USBP sector office, the SAA, and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

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

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

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

VII. Detailed Budget

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

11. Other Submission Requirements

Fusion Center Investments

Of the proposed SHSP- and UASI-funded investments, one single project must be in support of a designated fusion center. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop the fusion center projects below and in the Preparedness Grants Manual.

Emergency Communications Investments

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (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 investment name must include the words "emergency communications" to easily identify any emergency communications investments.

12. Intergovernmental Review

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

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under most programs, including this program, is the same as the period of performance).

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

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

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) FEMA Policy #405-143-1, or superseding document.

Additional guidance is available Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (fema.gov).

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

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

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

I. REPLACEMENT EQUIPMENT AND SERVICES

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

II. DEFINITIONS

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

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

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

b. Pre-Award Costs

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

c. Management and Administration (M&A) Costs

M&A costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. A maximum of up to five percent of HSGP funds awarded may be retained by the state, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to five percent of the funding passed through by the state solely for M&A purposes associated with the HSGP award.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities. Please see the Preparedness Grants Manual for additional information on direct costs.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the five National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3 percent of its award to the enhancing the protection of soft targets and crowded places National Priority Area.

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

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

SAA 1:

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

SAA 2:

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

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

Please note, IB 365: Management and Administration Costs in the Homeland Security Grant Program and DHS/FEMA Policy 207-087-1 **do not apply to awards made in FY 2022 under this NOFO**. Please also reference IB 416 for additional clarification on OPSG M&A, but to the extent that there is any conflict between IB 416 and this NOFO, the requirements of this NOFO will apply to FY 2022 awards made under this NOFO.

D. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Grants Management Specialist for further

instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

E. Funds Transfer Restriction

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

F. Other Direct Costs

I. Planning

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

II. Organization

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

III. Equipment

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

- **General Purpose Equipment** HSGP allows expenditures on general purpose equipment if it aligns to and supports one or more core capabilities identified in the Goal and has a nexus to terrorism preparedness. General purpose equipment, like all equipment funded under the HSGP, must be sharable through the EMAC[3] and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized CBRNE response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff[4] engaged in homeland security program activity.

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

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As discussed below, certain equipment is “prohibited” and is not allowable under HSGP. For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals’ privacy, civil rights, and civil liberties.

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

Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. The purchase of tracked armored vehicles, camouflage uniforms, weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds under this program must also comply with IB 426 and may not be used for the purchase of the following equipment: 1) firearms; 2) ammunition; 3) grenade launchers; 4) bayonets; or 5) weaponized

aircraft, vessels, or vehicles of any kind with weapons installed.

IV. Training

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

V. Exercises

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

VI. Personnel

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

VII. Operational Overtime

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

VIII. Travel

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

IX. Construction and Renovation

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

X. Maintenance and Sustainment

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

XI. Critical Emergency Supplies

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

XII. Secure Identification

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

Allowable Cost Matrix

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

please contact the appropriate HQ FEMA Preparedness Officer. For additional information on allowable costs, see the Preparedness Grants Manual.

TABLE

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

[2] This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

I. Risk Methodology

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

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

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

II. Application Evaluation Criteria

FEMA will evaluate the FY 2022 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

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

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

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

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

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

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including

whether the applicant is suspended or debarred.

FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

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

c. Supplemental Financial Integrity Criteria and Review

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

1. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
2. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
3. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

I. SHSP and UASI

All proposed investments will undergo a federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO.

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

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

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2022 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

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

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

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

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

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

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

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

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

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

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of the December 2022 BSIR, they will have funds placed on hold in the amount of 30 percent. The hold will be released only after their December 2022 BSIR submission has been reviewed, and projects related to the National Priority Areas deemed in alignment by DHS/FEMA.

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

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2022 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (40%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- Budget (20%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (40%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.

- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

II. 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 2022 OPSG funds will be allocated among the eligible jurisdictions based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary of Homeland Security, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2022 Operations Orders to designated localities within border states and territories.

F. Federal Award Administration Information

1. Notice of Award

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

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

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

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

Timing and Amount

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

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

system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance start date does not directly affect the start of the 45 calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 25, 2022, while the period of performance dates for that award are September 1, 2022, through August 31, 2025. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2022 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2022, would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. **A letter of intent (or equivalent) to distribute funds is not considered sufficient.** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. **The Commonwealth of Puerto Rico is required to comply with the pass-through requirement**, and its SAA must also obligate at least 80 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, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20 percent of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of

both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2022, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Preparedness Officer.

However, even if a written consent agreement is in place from previous fiscal years, **the SAA must still initially carry out the pass-through documentation for its FY 2022 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2022 funding**.

Additional OPSG Requirements

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

3. Administrative and National Policy Requirements

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

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

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM Guidance on Emergency Communications Grants

a. DHS Standard Terms and Conditions

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

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

b. Ensuring the Protection of Civil Rights

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

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

Recipients must complete the DHS Civil Rights Evaluation Tool within 30 days of receipt of the Notice of Award. Information about this requirement and a fuller list of the civil rights provisions that apply to recipients can be found in the DHS Standard Terms and Conditions of Award. Additional information on civil rights provisions is available at https://www.dhs.gov/civil-rights-resources-recipients-dhs-financial-assistance and https://www.fema.gov/about/offices/equal-rights/civil-rights.

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

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that

have been denied such treatment.

c. Environmental Planning and Historic Preservation (EHP) Compliance

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

FEMA grant funding for new construction or substantial improvement must comply with Executive Order (EO) 14030, Climate-Related Financial Risk and applicable FEMA implementing policies in place at the time of disbursement, including FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim) (fema.gov) or superseding policies.

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

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

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

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

d. National Incident Management System (NIMS) Implementation

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

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

All states and territories must test their emergency communications capabilities and procedures (as outlined in their operational communications plans) in conjunction with regularly planned exercises (separate/addition emergency communications exercises are not required). Exercises should be used to both demonstrate and validate skills learned in training and to identify gaps in capabilities. Resilience and continuity of communications should be tested during training and exercises to the greatest extent possible. Further, exercises should include participants from multiple jurisdictions, disciplines, and levels of government and include emergency management, emergency medical services, law enforcement, interoperability coordinators, public health officials, hospital officials, officials from colleges and universities, and other disciplines and private sector entities, as appropriate. Findings from exercises should be used to update programs to address gaps in emergency communications as well as emerging technologies, policies, and partners. Recipients are encouraged to increase awareness and availability of emergency communications exercise opportunities across all levels of government.

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

4. Reporting

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

See the Preparedness Grants Manual for information on reporting requirements.

5. Monitoring and Oversight

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

desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program.

Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

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

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

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

b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns.

CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Grant Programs Directorate (GPD) Award Administration Division

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

d. Equal Rights

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

e. Environmental Planning and Historic Preservation

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

2. Systems Information

a. Grants.gov

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

b. Non-Disaster (ND) Grants

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

c. Payment and Reporting System (PARS)

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

H. Additional Information

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

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

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2

C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. §200.340 for additional information on termination regarding subawards.

a. Noncompliance

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

b. With the Consent of the Recipient

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

c. Notification by the Recipient

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

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

3. Period of Performance Extensions

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

Footnotes

1. Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, May 2021.

2. Including assessment of critical infrastructure system vulnerabilities and plans to reduce consequences of disruptions, using the Infrastructure Resilience Planning Framework and Regional Resiliency Assessment Methodology produced by the Cybersecurity and Infrastructure Security Agency.

3. Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

4. This applies to all homeland security personnel and is not limited to M&A staff, and costs are to be captured outside the cap on M&A costs.



Fiscal Year 2022
Homeland Security Grant Program

California Supplement to the Federal Notice of Funding Opportunity

September 2022

SECTION 1—OVERVIEW.....1
Federal Program Announcement
Information Bulletins
Grant Management Memoranda
Purpose of the California Supplement
Eligible Subrecipients
Tribal Allocations
Subrecipient Allocations
Supplanting
Public/Private Organizations
Debarred/Suspended Parties
Key Changes to the FY 2022 HSGP

SECTION 2—FEDERAL CHANGES AND INITIATIVES 4
FY 2022 National Priorities
National Campaigns and Programs
National Cybersecurity Review
NIMS Implementation
Law Enforcement Terrorism Prevention Activities
Management and Administration
Indirect Costs
Organization Costs – Overtime
Personnel Cap
Equipment Typing/Identification and Use
Equipment Maintenance/Sustainment
Emergency Communications Projects
Telecommunications Equipment and Services Prohibitions
Small Unmanned Aircraft Systems
Emergency Operations Plans
Conflict of Interest
Build America Buy America Act (BABAA)

SECTION 3—STATE CHANGES AND INITIATIVES 14
FY 2022 Investments
California Homeland Security Strategy Goals
State Initiative Funding
"On Behalf Of"
Public Alert and Warning

SECTION 4—REQUIRED STATE APPLICATION COMPONENTS..... 16
Financial Management Forms Workbook
Subrecipient Grants Management Assessment
Application Attachments
Standard Assurances
Operational Areas and Urban Areas

Operational Areas Only
Urban Areas Only
Fusion Centers Only
State Agencies and Tribes Only

SECTION 5—THE STATE APPLICATION PROCESS 21
Application Submission
Late or Incomplete Application
HSGP Contact Information
Subaward Approval

SECTION 6—POST AWARD REQUIREMENTS 23
Payment Request Process
Advances and Interest Earned on Advances
Semi-Annual Drawdown Requirements
Modifications
Training
Exercises, Improvement Plans, and After-Action Reporting
Procurement Standards and Written Procedures
Procurement Thresholds
Procurement Documentation
Noncompetitive Procurement
Performance Bond
Environmental Planning and Historic Preservation
Construction and Renovation
Inventory Control and Property Management
Equipment Disposition
Performance Reporting
Extension Requests
Progress Reports on Grant Extensions
Monitoring
Failure to Submit Required Reports
Suspension/Termination
Closeout
Records Retention

ATTACHMENTS
A – FY 2022 HSGP Final Allocations
B – FY 2022 HSGP Timeline
C – FY 2022 HSGP Application Checklist

Federal Program Announcement

In May 2022, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP), Notice of Funding Opportunity (NOFO) and the *FEMA Preparedness Grants Manual*.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.), Part 200.

Information Bulletins

DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

Grant Management Memoranda

Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding HSGP funds.

Purpose of the California Supplement

The FY 2022 HSGP California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA *Preparedness Grants Manual*. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2021 and FY 2022 HSGP and highlight additional California policies and requirements applicable to FY 2022 HSGP.

Eligible Subrecipients

Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), Urban Areas (UAs), State Agencies (SAs), Departments, Commissions, and Boards who have or can obtain appropriate state Department of Finance budget authority for awarded funds, and federally recognized tribes located in California.

Tribal Allocations

The NOFO strongly encourages Cal OES to provide HSGP funds directly to tribes in California. To implement this requirement, a special Request for Proposal will be issued to California's federally recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.

Subrecipient Allocations

FY 2022 HSGP Subrecipient final allocations are provided in Attachment A and reflect reductions to Subrecipients who did not submit minimum thresholds for National Priority Areas, including Subrecipients opting out of the award altogether, and increases to Subrecipients that are helping meet statewide minimum level National Priority Area requirements.

Supplanting

Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources that occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of the activity associated with this improper use of federal grant funds.

Public/Private Organizations

Subrecipients may contract with other public or private organizations to perform eligible activities on approved HSGP projects.

Debarred/ Suspended Parties

Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

Subrecipients must obtain documentation of eligibility before making any subaward or contract using HSGP funds and must be prepared to present supporting documentation to monitors/auditors.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

Key Changes to the FY 2022 HSGP

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2022 compared to five in FY2021: one NPA was removed and two were added. SHSP and UASI applicants must include one Investment Justification (IJ) for each NPA that has a minimum spend requirement, where applicable. For the NPAs with no minimum spend requirement, the Department of Homeland Security strongly encourages recipients to make investments in those areas as they are of critical national concern. For those NPAs that have an associated minimum spend, **all projects related to meeting the minimum spend for those NPAs must be included in the same IJ.**

The six NPAs, along with the relevant minimum spend requirement, are:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including the Department of Homeland Security – 3% minimum;
- Enhancing the protection of soft targets/crowded places – 3% minimum;
- Enhancing cybersecurity – no minimum requirement;
- **NEW**: Enhancing community preparedness and resilience – 3% minimum;
- Combating domestic violent extremism – 3% minimum;
- **NEW**: Enhancing election security – no minimum requirement.

Unique Entity Identifier: Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI.

Law Enforcement Terrorism Prevention Activities: Increased from 25% to 30% of the subaward.

Investment Justifications: Investments are updated for FY 2022.

Build America, Buy America Act (BABAA): The BABAA requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

For FY22 Awards, the BABAA requirement is waived.

FY 2022 National Priorities

DHS/FEMA annually publishes the National Preparedness Report (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assess changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2022, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 3%;
- Enhancing the protection of soft targets/crowded places - 3%;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – 3%
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – 3%; and
- Enhancing election security – no minimum.

The NPA specifically addressing emerging threats has been removed, but activities in this category remain allowable expenses under other investment areas. Further, **applicants must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have new flexibility on how that funding is allocated.** Although 12% is required in minimum spending across four NPAs, as noted above, the remaining 18% can be allocated across any of the six NPAs. Election security and Enhancing Cybersecurity do not require a minimum allocation.

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

FY 2022 National Priorities (cont.)

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.

- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

FY 2022 National Priorities (cont.)

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses national priorities outlined in the FY 2022 NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.

- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each national priority is included in the FY 2022 HSGP NOFO (Section A).

National Campaigns and Programs

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

National Campaigns and Programs (cont.)

Active Shooter Preparedness – DHS developed a comprehensive Active Shooter Preparedness website, which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, UAs, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venue perimeters, and other places of meeting and gathering . For more information, please see DHS's Hometown Security Program.

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the Community Lifelines Implementation Toolkit website.

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the DHS Strategic Framework for Countering Terrorism and Targeted Violence which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

Countering Violent Extremism (CVE) Training - Foreign terrorist groups and individual terrorist thought leaders recruit or inspire Westerners to carry out attacks against western and U.S. targets, including individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to all ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the strength of local communities' approach.

National Cybersecurity Review	The National Cybersecurity Review (NCSR) is a required assessment for all Subrecipients of State Homeland Security Program (SHSP) and Urban Areas Security Initiative (UASI) funding to be completed between October and December 2022. The NCSR is a no-cost, anonymous, and annual self-assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs. Additionally, FEMA recognizes that some subawards will not be issued until after the NCSR has closed. In these cases, Subrecipients will be required to complete the first available NCSR offered after the subaward has been issued by Cal OES. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. Additional information may be found in IB 439 and 429a.
NIMS Implementation	Prior to the allocation of any federal preparedness awards, Subrecipients must ensure and maintain the adoption and implementation of the National Incident Management System (NIMS).
Law Enforcement Terrorism Prevention Activities	A minimum of 30% of the total subaward amount must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). Activities outlined in the National Prevention Framework and National Protection Framework are eligible for use of LETPA-focused funds. Additionally, investments that support LETPA can also support an NPA. All other terrorism prevention activities proposed for funding under LETPA must be formally pre-approved by FEMA. Refer to IB 473 for additional information.
Management and Administration	The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2022 HSGP.
Indirect Costs	Indirect costs are allowable under the FY 2022 HSGP Grant Award. Subrecipients who claim indirect costs may do so, provided they use one of the following two methods:

Indirect Costs (cont.)

1. Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

2. Subrecipients who have never received a negotiated indirect cost rate and receive *less than* $35 million in *direct* federal funding per year may claim the 10% de minimis indirect cost rate based on Modified Total Direct Costs (MTDC) as defined in 2 C.F.R. § 200.1 and Subpart E.

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the Financial Management Forms Workbook (FMFW) on the Indirect cost category ledger if being claimed under the award.

Indirect costs must be based on the claimed direct project costs, excluding equipment expenditures and other distorting items. Up to $25,000 of each subaward may be included as a direct project cost when calculating indirect costs based on MTDC.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new indirect cost rate agreement.

Organization Costs - Overtime

Operational overtime costs are allowable *for increased security measures at critical infrastructure sites* if associated with detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events.

Pursuant to page A-4 of the *Preparedness Grants Manual*, all operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in *Table 2: Authorized Operational Overtime Categories*.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

Organization Costs – Overtime (cont.)

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via the Allowability Request Form at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity. ***All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.***

Personnel Cap

Pursuant to 6 U.S.C. § 609(b), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing to the Program Representative on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget **and** method of calculation of personnel costs both in percentages of the Grant Award **and** in total dollar amount (waivers must be calculated separately for SHSP and UASI, outlining salary, fringe benefits, and any M&A costs).

Subrecipient requests to exceed the personnel cap must be received by Cal OES at the time of application. Subaward modifications impacting the personnel cap will be reviewed on a case-by-case basis and may require the submittal of the above-mentioned information.

Please see IB 421b for more information on the waiver process.

Equipment Typing/ Identification and Use

Allowable HSGP equipment is listed on the FEMA Authorized Equipment List (AEL) website.

Subrecipients that allocate HSGP funds towards equipment are required to type and identify the capability associated with that equipment. The FEMA Resource Typing Library Tool (RTLT) can be used to help determine the type and capability.

Equipment Typing/ Identification and Use (cont.)	Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the Preparedness Grants Manual for additional information. Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.
Equipment Maintenance/ Sustainment	Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA IBs 336 and 379, as well as Grant Programs Directorate (GPD) Policy FP-205-402-125-1.
Emergency Communications Projects	All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.
Telecom Equipment and Services Prohibitions	Effective August 13, 2020, section 889(f)(2)-(3) of the John S. McCain National Defense Authorization Act for FY 2019 (NDAA) and 2 C.F.R. § 200.216 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services: 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities); 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

Telecom Equipment and Services Prohibitions (cont.)

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Please see FEMA Policy #405-143-1 for additional information.

Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with IB 426 and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for 03OE-07-SUAS details questions that must be included in the Aviation Request justification. Please reference Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems and contact your Program Representative for additional information.

Emergency Operations Plans

Subrecipients must update their Emergency Operations Plan at least once every two years to remain compliant with the Comprehensive Preparedness Guide 101 version 2.0.

Conflict of Interest

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Program Representative, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

BABAA

The BABA Act requires all federal agencies, including FEMA, to ensure by May 14, 2022, that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." **For FY 2022 this requirement has been waived.** Additional information for the BABA Act is available here.

FY 2022 Investments

The State prioritized the following investment strategies for the FY 2022 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS **(National Priority)**;
2. Enhance the Protection of Soft Targets/Crowded Places **(National Priority)**;
3. Enhance Cybersecurity **(National Priority)**;
4. Enhancing Community Preparedness and Resilience **(National Priority)**;
5. Combating Domestic Violent Extremism **(National Priority)**;
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security **(National Priority).**

California Homeland Security Strategy Goals

The State prioritized the following California Homeland Security Strategy Goals for the FY 2022 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness; and
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs.

State Initiative Funding	For FY 2022, Cal OES shall retain 20% of the SHSP and 18.5% of the UASI funding for state initiatives.
"On Behalf Of"	Cal OES may, in conjunction with local approval authorities, designate funds "on behalf of" local entities who choose to decline or fail to utilize their subaward in a timely manner.
Public Alert and Warning	Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines, developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Financial Management Forms Workbook

The FY 2022 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format. An active UEI# (Formerly DUNS#) is required. UEI registration information is available sam.gov.

Authorized Body of 5 – Provide the contact information of Authorized Agents (AA), delegated via the GBR or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, grant subaward modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

Planning Ledger – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Ledger – Provides detailed information on grant-funded organizational activities.

Equipment Ledger – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Ledger – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The Training Request Form must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Ledger – Provides detailed information on grant-funded exercises.

M&A Ledger – Provides information on grant-funded M&A activities.

Financial Management Forms Workbook (cont.)

Indirect Costs Ledger – Provides information on indirect costs.

Consultant-Contractor Ledger – Provides detailed information on grant-funded consultants and contractors.

Authorized Agent Page – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

Subrecipient Grants Management Assessment

Per 2 C.F.R. § 200.332, Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The Subrecipient Grants Management Assessment Form contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

Application Attachments

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the FFATA Financial Disclosure Form to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Certification Regarding Lobbying – Use the Certification Regarding Lobbying Form to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

Intelligence Analysts Certificates – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

UASI Footprint (UASIs Only) – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

UAWG Member Roster (UASIs Only) – A list of all current UAWG members with positions or titles.

Application Attachments (cont.)

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed, **original** of the FY 2022 Standard Assurances as part of their FY 2022 HSGP application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Operational Areas and Urban Areas

Governing Body Resolution – The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their grant application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2021, FY 2022, FY 2023); and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information – For each person or position appointed by the governing body, identify the individual in the Authorized Body of 5 ledger of the FMFW.

Operational Areas and Urban Areas (cont.)

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the Governing Body's resolution. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Operational Areas Only

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

Urban Areas Only

Urban Area Working Groups (UAWGs) – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria is found in the FEMA *Preparedness Grants Manual*.

THIRA – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

Urban Areas Only (cont.)

SPR – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

Fusion Centers Only

All fusion center investments must align to, and reference, specific performance areas of the assessment that the funding is intended to support.

Fusion Centers are also required to follow all Reporting and Administrative Metrics for California Fusion Centers, as set forth in the Governor's Homeland Security Advisor/Cal OES Director's letter dated March 16, 2016. These operational and administrative metrics set forth an integrated and coordinated approach for regular and proactive information and intelligence sharing between all fusion centers in the California State Threat Assessment System (STAS).

State Agencies and Tribes Only

State Agencies, and federally recognized tribes may submit the Signature Authorization Form in lieu of a GBR, signed by the most senior ranking official, such as the Secretary, Director, President, Chancellor, or Chairperson.

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review. After the application is approved, a completed copy of the FMFW, along with all other application components must be submitted, with official signatures, by the application due date. During the application process, if it is determined not all allocated funds can be expended by the end of the period of performance, please inform a Program Representative as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2022 HSGP Timeline, referenced as Attachment B.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

HSGP Contact Information

All Subrecipient application materials, questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
ATTN: Grants Management (Building E)
Homeland Security Grants Unit
3650 Schriever Avenue
Mather, CA 95655

Darlene Arambula	(916) 845-8427
Christopher Camacho	(916) 845-8789
Laura Halverstadt	(916) 845-8899
Antoinette Johnson	(916) 845-8260
Jim Lane	(916) 845-8428
Vidal Lopez	(916) 845-8744
Abigayle Tirapelle	(916) 845-8400

The Program Representative Regional Assignments Map is available at the Cal OES website under "Regional Assignments".

Subaward Approval

Subrecipients will receive a formal notification of award no later than 45 days after Cal OES accepts the federal grant award. The award letter must be signed, dated, and returned to Cal OES within 20 calendar days. Once the completed application, along with the signed award letter, is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Payment Request Process

To request an advance or cash reimbursement of HSGP funds, Subrecipients must first complete a payment request using the Cal OES FMFW, returning it to the appropriate Program Representative. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Advances and Interest Earned on Advances

An Advance payment is a payment that is requested before Subrecipients have disbursed the funds for program purposes. Subrecipients may be paid an advance, provided they maintain a willingness and ability to maintain procedures to minimize the time elapsing between the receipt of funds and their disbursement. The timing and amount of advance payments must be as close as administratively feasible to the actual disbursements by the Subrecipient for project costs.

Federal rules require advances to be deposited in interest-bearing accounts. Interest earned amounts up to $500 per year may be retained by Subrecipients for administrative expenses; any additional interest earned on federal advance payments must be returned annually to Cal OES.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur by March and October of each calendar year following final approval of the subaward application, except for the final cash request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post-award budget and scope modifications must be requested using the Cal OES HSGP FMFW v1.22, signed by the Subrecipient's AA, and submitted to the Program Representative.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

Modifications (cont.)

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference GMM 2018-17 for additional information regarding modification requests.

Modifications to National Priority Projects have additional restrictions as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the National Priority Project Modification Form.

Training

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a "placeholder" for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Program Representative and the Training Branch to identify a possible "placeholder" for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a Training Request Form and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the Cal OES Training Branch at (805) 594-2500.

Exercises, Improvement Plans, and After-Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- christopher.camacho@caloes.ca.gov

For exercise-related issues and/or questions, please email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients must conduct procurement utilizing documented local government procurement standards and procedures, or the federal procurement standards found in 2 C.F.R. Part 200, whichever is more strict. Procurement standards must also contain a written conflict of interest policy which reflect applicable federal, state, local, and tribal laws.

Procurement Thresholds

Effective June 20, 2018, the micro-purchase threshold was increased from $3,500 to $10,000 and the simplified acquisition threshold was increased from $150,000 to $250,000. These increases apply to all Subrecipient procurements executed on or after June 20, 2018. Refer to IB 434 for additional information.

Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Documentation that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and other documents required by federal regulations applicable at the time a grant is awarded to a Subrecipient.

Noncompetitive Procurement

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES **prior** written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES Request for Noncompetitive Procurement Authorization form. Cal OES may request additional documentation that supports the procurement effort.

Cal OES will not reimburse for any noncompetitive procurement contracts for any HSGP terrorism-related training, regardless of the cost of the training. Exceptions to this policy may be approved in limited circumstances, e.g., related to a procurement effort that has resulted in inadequate competition. Please refer to GMM2017-01A and GMM2021-05 for additional guidance.

Performance Bond

Due to the risks associated with delays in vendor delivery of large equipment procurements, DHS/FEMA allows Subrecipients to obtain a "performance bond" for items that are paid for up front to ensure delivery of the equipment within the grant performance period.

Performance Bond (cont.)

Cal OES requires Subrecipients obtain a performance bond for any equipment item over $250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

Environmental Planning and Historic Preservation

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require the Subrecipient to provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the form. Program Representatives will provide additional instructions should this report be required.

EHP Screening Requests should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the FEMA GPD EHP Policy Guidance.

Construction and Renovation

When applying for construction activity at the time of application, including communication towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit an SF-424C Budget and Budget Detail that cites project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process was completed.

Construction and Renovation (cont.)

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

Project construction using SHSP and UASI funds may not exceed $1,000,000 or 15% of the grant subaward (For the purposes of limitations on funding levels, communications towers are not considered construction).

***Written approval* for construction must be provided by DHS/FEMA *prior to* the use of any HSGP funds for construction or renovation.**

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Program Representative to request disposition instructions. See 2 C.F.R. § 200.313(e).

Performance Reporting

Subrecipients must complete a Biannual Strategic Implementation Report (BSIR) each Winter and Summer using the DHS/FEMA Grants Reporting Tool (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT.

To create a new account, please click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, please contact your Program Representative.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Program Representative. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

Extension Requests (cont.)

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification the activity/activities will be completed within the extended period of performance without any modification to the original Project Scope.

General questions regarding extension requirements and the extension request form, should be directed to your Program Representative. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activities by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2022 grant subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to the Subrecipient's Program Representative. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring (cont.)

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with:
- Standard Assurances, and
- Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a "hold" placed on any future reimbursements until the "finding" is resolved.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a "hold" placed on any future reimbursements.

Suspension/ Termination

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

Suspension/ Termination (cont.)

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the
- grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed.

Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

Records Retention (cont.)

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See 2 C.F.R. § 200.334(f).

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

If the State Administrative Agency's award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.336.

Attachment A – FY 2022 HSGP Final Allocations | 2022

*SHSP allocations reflect National Priority Area project adjustments

State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,650,796		ORANGE	3,091,412
ALPINE	76,144		PLACER	465,163
AMADOR	113,439		PLUMAS	93,069
BUTTE	267,310		RIVERSIDE	2,398,206
CALAVERAS	117,971		SACRAMENTO	1,578,910
COLUSA	90,054		SAN BENITO	137,459
CONTRA COSTA	1,178,218		SAN BERNARDINO	2,161,778
DEL NORTE	100,963		SAN DIEGO	3,210,706
EL DORADO	256,681		SAN FRANCISCO	878,889
FRESNO	1,039,637		SAN JOAQUIN	823,129
GLENN	203,261		SAN LUIS OBISPO	342,776
HUMBOLDT	203,934		SAN MATEO	785,320
IMPERIAL	246,059		SANTA BARBARA	499,634
INYO	93,103		SANTA CLARA	1,882,403
KERN	942,855		SANTA CRUZ	329,270
KINGS	220,013		SHASTA	247,206
LAKE	126,761		SIERRA	78,080
LASSEN	94,530		SISKIYOU	116,808
LOS ANGELES	9,481,458		SOLANO	501,616
MADERA	225,137		SONOMA	671,457
MARIN	320,277		STANISLAUS	599,127
MARIPOSA	91,259		SUTTER	169,573
MENDOCINO	160,849		TEHAMA	137,052
MERCED	346,225		TRINITY	90,284
MODOC	83,289		TULARE	528,108
MONO	87,762		TUOLUMNE	127,742
MONTEREY	488,715		VENTURA	870,206
NAPA	0		YOLO	285,965
NEVADA	171,573		YUBA	148,878
			*Total	41,728,499

Fusion Centers	
Region	**Total Award**
SAN FRANCISCO BAY AREA	1,792,050
SACRAMENTO/CENTRAL VALLEY AREA	2,565,000
GREATER LOS ANGELES AREA	2,887,500
SAN DIEGO AREA	2,047,500
ORANGE AREA	835,000
***Total**	**10,127,050**

Urban Areas Security Initiative (UASI) *A minimum of 30% of UASI funding must be for Law Enforcement Terrorism Prevention			
Urban Area	**Federal Allocation to State**	**Allocation to UASI**	**State Initiatives**
ANAHEIM/SANTA ANA AREA	5,250,000	4,278,750	971,250
BAY AREA	37,049,000	30,194,935	6,854,065
LOS ANGELES/LONG BEACH AREA	67,182,000	54,753,330	12,428,670
RIVERSIDE AREA	3,900,000	3,178,500	721,500
SACRAMENTO AREA	3,800,000	3,097,000	703,000
SAN DIEGO AREA	16,696,000	13,607,240	3,088,760
Total	**133,877,000**	**109,109,755**	**24,767,245**

DHS/FEMA Announcement of 2022 HSGP	May 13, 2022
Cal OES Application Due to DHS	June 13, 2022
DHS Award to California	September 2022
Subrecipient period of performance begins	September 1, 2022
2022 HSGP California Supplement release	September 2022
Subrecipient Workshops	September 2022
Subrecipient Awards (45 days from DHS award)	October 2022
Subrecipient Final Applications Due to Cal OES	December 31, 2022
Subrecipient period of performance ends	May 31, 2025
Final Cash Requests due to Cal OES	Within twenty (20) calendar days after end of grant
Cal OES's period of performance ends	August 31, 2025

Attachment C: FY 2022 HSGP Application Checklist | 2022

Subrecipient: _____ **FIPS#:** _____

Program Representative: _____

Financial Management Forms Workbook:

- ☐ Grant Award Face Sheet
- ☐ Authorized Body of 5
- ☐ Project Ledger
- ☐ Planning Ledger
- ☐ Organization Ledger
- ☐ Equipment Ledger
- ☐ Training Ledger
- ☐ Exercise Ledger
- ☐ Consultant/Contractor Ledger
- ☐ Management & Administration Ledger
- ☐ Indirect Cost Ledger
- ☐ Authorized Agent Sheet

Attachments:

- ☐ Original Counter-Signed Award Letter
- ☐ Governing Body Resolution (Certified)
- ☐ Standard Assurances (Signed Originals)
- ☐ FFATA Certification
- ☐ Lobbying Certification
- ☐ Subrecipient Grant Management Assessment Form
- ☐ Indirect Cost Rate Negotiation Agreement
- ☐ Personnel Cap Waiver (If Applicable)
- ☐ Intelligence Analyst(s) Certificates (If Applicable)

UASI Only:

- ☐ UASI Footprint
- ☐ UAWG Roster

State Agencies and Tribes Only:

- ☐ Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____

LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

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

Grants@auditor.lacounty.gov

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

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

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

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

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

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

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

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

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

3. _____ _____
AUTHORIZED SIGNATURE **DATE**

4. _____ _____
AUTHORIZED PRINTED NAME **AUTHORIZED TITLE**

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

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

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

Revised on December 2019

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

INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

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

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

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

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

SECTION B: SUB-RECIPIENT'S INFORMATION

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

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

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

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

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

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

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

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

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

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

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

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

SECTION C: (Continued)

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

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

b) ☐ **Copy of the purchase order**

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

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

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

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

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

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

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

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

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

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

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

SECTION D: SUB-RECIPIENT'S CERTIFICATION

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

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

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

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

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

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

For Equipment Claims:

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

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

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

For Training Claims:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For Planning Claims:

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

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

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

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

For Exercise Claims:

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

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

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

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

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

GRANT PROPERTY AND EQUIPMENT INVENTORY LISTING

GRANT NAME:
SUB-RECIPIENT: _____
DATE OF REPORT: _____

P. ___ of ___

Grant Year	Project Number	AEL No.	Description of Property	Serial # or Other ID #	SAFECOM Consult (Yes/No/NA)	Source of Property (SHSP or EMPG Grant Program)	Department (Title Holder)	Vendor Name	Invoice Number	Acquisition Date	Acquisition Cost	% of FED Participation	Location	Use & Condition (N=New, D=Deployed, O=Out of Service, L=Lost,	Disposition Date	Disposition Sale Price

N:Grants/Subrecipient Monitoring/Forms/Propery & Equipment Inventory Listing
Revised 12/2019

Equipment Inventory Listing
Procedures for Completion

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

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

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

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

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

Distribution
Copy maintained in sub-recipient file
Copy forwarded to Shared Services Division

Training Summary Sheet

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

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

Approved by: _____
Authorized Signature

_____ _____
Print Name and Title Date

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

PLANNING ROSTER												
Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product				
					-	-						
	GRAND TOTAL						**$**					

Approved by:

Authorized Signature

Print Name and Title

Date

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

EXERCISE ROSTER												
Project	Exercise Title	Funding Source	Solution Area Sub-Category	Discipline	Cash Request Number	Total Cost	Total Claimed	Conducted By	Date of Exercise	Exercise Type	Exercise Role	Date AAR entered into HSEEP
						-	-					
	GRAND TOTAL						**$**					

Approved by:

Authorized Signature

Print Name and Title

Date

8. Notes on Personnel Cost:

In general, costs associated with:

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

The following examples would not count towards the personnel cap:

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

The following examples would count towards the personnel cap:

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

EXHIBIT G

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

Project	Employee Name	Project / Deliverable	Funding Source	Discipline	Solution Area	Solution Area Sub Category	Dates of Payroll Period	Total Salary & Benefits charged for this Reporting Period	Total Project Hours	REIMB Request #	Total Cost Charged to Grant
								-	-	N/A	-

Subrecipient Monitoring Instrument

Subrecipient Monitoring Instrument

PROJECT TITLE

Los Angeles County State Homeland Security Program
Monitoring Reports

A. FINANCIAL REPORTING REQUIREMENTS

Objective

To determine that the Subrecipient implemented corrective action to address findings noted in its Single Audit that is related to the Homeland Security Grant.

	Verification	Yes	No	Comment
1.	Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2.	If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30th of the year following the audit?			
3.	Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4.	Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5.	Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6.	Did the Subrecipient implement the corrective action plan?			

B. TRAINING

Objective

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project' s goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

Verification	Yes	No	Comments
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING

Objective

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

Verification	Yes	No	Comments
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for Planning:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT

Objective

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

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

Verification	Yes	No	Comments
7. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing? b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain Equipment in a secure location?			
9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations? b. What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE

Objective

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/ contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

Verification	Yes	No	Comments
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION

Objective

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

Verification	Yes	No	Comments
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

Verification	Yes	No	Comments
6. For Projects with backfill expenditures for Organization:			
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?			
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?			
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

Office of the
South Gate City Clerk

NOV 21 2024

FILED

9:55 a.m.

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 26, 2024**

Originating Department: **Public Works**

Department Director: *Arturo Cervantes* ***City Manager:*** *Rob Houston*

SUBJECT: NOTICE OF COMPLETION OF CONSTRUCTION OF THE WATER MAIN REPLACEMENT PHASE I, CITY PROJECT NO. 689-WTR

PURPOSE: To accept as complete the construction of the Water Main Replacement, Phase I Project ("Project"). With the completion of construction, the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the Project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS: The City Council will consider:

a. Accepting completion of the Water Main Replacement, Phase I, City Project No. 689-WTR by All Cities Engineering, Inc., effective November 26, 2024; and
b. Directing the City Clerk to file a Notice of Completion with Los Angeles County Registrar Recorder's Office.

FISCAL IMPACT: There is no fiscal impact to the General Fund. The final construction cost inclusive of one change order is $3,332,983. The Project is budgeted as summarized below.

Services	Prop I Rd 2 IRWM Grant	Water Fund	Actual Budget
Design Phase		$289,500	$289,500
Construction Phase			
Construction Contract	$2,342,400	$1,528,158	$3,354,019
Change Order No. 1			($21,036)
Construction Management		$332,342	$165,000
Staff Time		$50,000	$50,000
Contingency			$704,917
Total Project	**$2,342,400**	**$2,200,000**	**$4,542,400**

ANALYSIS: Construction of the Project is complete. Staff is preparing to release the final retention payment to All Cities Engineering, Inc. The Public Contract Code establishes requirements that the City must abide to prior to releasing the final retention payment for the Project. The Notice of Completion provides written notice to concerned parties that all work on the project has been completed. The Notice of Completion initiates the 35-day period within

which concerned parties may exercise their lien rights for the work they performed on the Project. The City may use a part or all of the 5% retention payment to settle any liens exercised against the City. If no liens or claims have been filed within 35 days of the filing of the Notice of Completion, the City will release the retention payment and any remaining amount due to the Contractor.

BACKGROUND: The Water Main Replacement Project was implemented to replace aging water mains on the City's water system, enhance fire flows, and to improve system reliability and water quality. Construction included replacement of water mains on Tweedy Boulevard, State Street, Elizabeth Avenue, Minnesota Avenue, Wisconsin Avenue, and Michigan Avenue. Approximately 7,000 feet of new piping and 190 water meters were installed.

On February 27, 2024, the City Council approved Contract No. 2024-16-CC with All Cities Engineering, Inc. for the construction of the Water Main Replacement, Phase I Project in the amount of $3,354,019. Construction began on April 15, 2024, and was completed on July 19, 2024. Work was completed in accordance with contract documents and met quality and workmanship expectations. The contractor has met all contract obligations.

One change order was needed to complete construction. It included adding work needed to address unforeseen issues and eliminating work unnecessary to complete construction. More specifically, Construction Change Order ("CCO") No. 1 included relocating a 12" water main and fire hydrants and adding project signs. The work eliminated was water meter installation on State Street and miscellaneous concrete work not performed. That resulted in a net contract cost reduction of work $21,036. The final contract amount was $3,332,983.

CCO No. 1 was administratively approved on October 15, 2024.

The City Council may now accept the Project as complete. The Notice of Completion can now be filed with the Los Angeles County Registrar Recorder's Office.

ATTACHMENTS:
A. Notice of Completion
B. Contract Change Order No. 1
C. Contract No. 2023-54-CC*

*Each document is available for review through the City Clerk's Office.

DD:lc

RECORDING REQUESTED BY
CITY OF SOUTH GATE
AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

1 The undersigned is owner of the interest stated below in the property hereinafter described;

2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any Interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue	In Fee
	South Gate, CA 90280	

3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)

4 A work of improvement on the property hereinafter described was COMPLETED ON November 26, 2024

5 The name of the CONTRACTOR, if any, for such work of improvement was All Cities Engineering Corporation.

6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

WATER MAIN REPLACEMENT PHASE I, CITY PROJECT NO. 689-WTR, ON TWEEDY BLVD, STATE ST, ELIZABETH AVE., MINNESOTA AVE., WISCONSIN AVE., AND MICHIGAN AVE.

7 The street and address of said property is: Tweedy Blvd, State St, Elizabeth Ave, Minnesota Ave, Wisconsin Ave, Michigan Ave

Dated: November 26, 2024

8 Signature of }

Owner or Owners

Gilberto L. Hurtado, Mayor
City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
} SS
COUNTY OF LOS ANGELES }

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,

20_____, by _____, proved to me on the basis of satisfactory

evidence to be the person(s) who appeared before me.

Signature:_____ Place Notary Seal Above

City of South Gate, Public Works Department

Contract Change Order

Date: **10/8/2024** Change Order No. **01** Account No. **411-731-71-9522**

Contractor: **ALL CITIES ENGINEERING** Contract No. **2024-16-CC**

Contract Date: **2/27/2024** Account Code

Plan Reference : **WATER MAIN REPLACEMENT PHASE I, CITY PROJECT NO. 689-WTR**

Change Order Amount : **-$21,035.69** Extension of Contract: None

Reason for Change: **The overall change order is deduct to the contract. There were tasks that were not needed to be performed so the overall change order was a deduct.**

Description of Change: Relocations of 12" water main on State St due to unforseen site condition, relocation of pipeline on Michigan and Elizabeth Ave, and relocation of fire hydrant. Deducts were meters not neeed on State St. and concrete work on State St.

Original Contract Amount	$ 3,354,018.50
Total of previous authorized Change Orders	$ -
New Change Order Amount	$ (21,035.69)
New Contract Amount	$ 3,332,982.81

The Changes described above are hereby authorized.

Approved: October 8, 2024.

Derwin Dy; Project Manager

Consultant: All Cities Engineering

Assistant City Manager/Director of Public Works
Arturo Cervantes, P.E.

City Manager; Rob Houston Date

Original - Project File
CC: - Contractor/Consultant
- Department

Item No. 8

Office of the
South Gate City Clerk

NOV 13 2024

FILED 3:30PM

City of South Gate

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: **November 26, 2024**
Originating Department: **Office of the City Clerk**

City Clerk: _____ ***City Manager:*** _____
Yodit Glaze *Rob Houston*

SUBJECT: APPROVAL OF CITY COUNCIL MEETING MINUTES

PURPOSE: To historically preserve the events of the City Council Meetings.

RECOMMENDED ACTION: The City Council will consider:

a. Approving the Special Meeting minutes of October 1, 2024;
b. Approving the Special and Regular Meeting minutes of October 8, 2024;
c. Approving the Special and Regular Meeting minutes of October 22, 2024; and
d. Approving the Special Meeting minutes of October 28, 2024.

FISCAL IMPACT: None.

ANALYSIS: The minutes are provided to the City Council on the Wednesday prior to their regular business meeting. Amendments should be provided to the City Clerk's Office within 24 hours of a City Council Meeting so that verification of the record and corrections are made accordingly. A revised document will be provided to the City Council prior to the Meeting.

BACKGROUND: The minutes typically describe the events of the meeting and may include a list of attendees, a statement of the issues considered by the participants, and related responses or decisions for the issues.

ATTACHMENTS: City Council Minutes

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 1, 2024

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:00 p.m.

ROLL CALL City Clerk Yodit Glaze

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6

   Agency Representation: Rob Houston, City Manager

   Employee Organizations: SGPMMA, SGMEA

Mayor Hurtado asked if anyone in the audience wished to speak and any emails received on any of these items.

Emails: Cynthia Cypert addressed contract negotiations in support of city employees.

Mario Dominguez is disappointed in ongoing staff vacancies particularly in the Community Development Department. He is also disappointed with the Human Resources Department for not addressing these issues.

Having no one else come forward, Mayor Hurtado closed the audience portion.

The Council Members recessed into Closed Session at 5:03 p.m. and reconvened at 6:10 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6

   Agency Representation: Rob Houston, City Manager

   Employee Organizations: SGPMMA, SGMEA

CLOSED SESSION CONT'D

On item 1, City Council received a presentation by City Manager and Director of Human Resources and following that presentation, there was guidance given buy the City Council but there was no reportable action taken.

ADJOURNMENT

Council Member Avalos unanimously adjourned the meeting memory of Salvador Alatorre, Council Member/Mayor for the City of Lynwood and Johanna Nava, longtime resident at 6:13 p.m. and seconded by Vice Mayor Davila.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 8, 2024

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL Sonia Guerrero, Recording Secretary

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston

LATE Raúl F. Salinas, City Attorney called in at 5:57 p.m.

ABSENT/EXCUSE Yodit Glaze, City Clerk

1 PROCLAMATIONS The City Council issued a Proclamation declaring October 23 through 31, 2024 as National Red Ribbon Week in the City of South Gate.

2 PROCLAMATIONS The City Council issued a Proclamation declaring October 2024 as Crime Prevention Month.

3 PROCLAMATIONS The City Council issued a Proclamation declaring October 2024 as National Domestic Violence Awareness Month.

CLOSED SESSION The Council Members recessed into Closed Session at 5:55 p.m. and reconvened at 6:39 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
   Pursuant to Government Code Section 54956.9(a), 54954.9(b)(3)(C)

a. Ernest Mojarro v. City of South Gate, et al.
b. Estate of Carlos Manuel Urtado v. City of South Gate, et al.
c. Orco Block & Hardscape v. City of South Gate, et al.

Item 1(a) involves an individual riding on a scooter who claims suffered injuries as a result of one of the city streets at Atlantic and Tenaya. On a motion made by Councilwoman Avalos and seconded by Vice Mayor

Davila and on a vote of 5-0, the City Council authorized the City Attorney's Office to defend that matter.

Item 1(b) is a lawsuit involving an accident that occurred in the City of Downey, but the City of South Gate was named along side the city. There was a motion made by Councilwoman Avalos and seconded by Vice Mayor Davila and on a vote of 5-0, the City Council authorized the City Attorney's Office to defend that matter.

Item 1(c) is a claim made by a sub-contractor who worked for a contractor that did work for the City of South Gate. The sub-contractor claims he was not fully paid and has named the contractor, the City of South Gate and the contractor's surety. There was a motion made by Councilwoman Avalos and seconded by Vice Mayor Davila and on a vote of 5-0, the City Council authorized the matter to be referred to another law firm which would be determined by the City Manager.

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Rob Houston, City Manager

Employee Organizations: SGPMMA, SGMEA

On item 2, the City Council had a discussion with the City Manager. The discussion focused on ongoing labor negotiations. The City Council received a report and upon conclusion of that report, provided guidance to the City Manager but there was no action or vote taken following that discussion.

ADJOURNMENT Vice Mayor Davila unanimously adjourned the meeting at 6:42 p.m. and seconded by Council Member Avalos.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 8, 2024

CALL TO ORDER	Gil Hurtado, Mayor called a Regular City Council Meeting to order at 6:43 p.m.
INVOCATION	Steve Costley, Director of Parks & Recreation
PLEDGE OF ALLEGIANCE	Angela Lucero, South Gate Resident and Tweedy Mile Advisory Board Member
ROLL CALL	Sonia Guerrero, Recording Secretary
PRESENT	Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas
EXCUSED/ABSENT	Yodit Glaze, City Clerk

1 EMERGENCY/DISASTER PLANNING/PROGRAMS

Following the conclusion of the Public Hearing, the City Council unanimously adopted Resolution No. 2024-69-CC entitled Resolution of the City Council of the City of South Gate, California, adopting the updated Local Hazard Mitigation Plan describing the City's efforts to prepare for and respond to emergencies.

Chief Arakawa stated Lieutenant Camacho will be presenting the item.

Lieutenant Camacho stated he is here as the City of South Gate's Emergency Services Manager and gave a presentation.

Mayor Hurtado asked if anyone in the audience wished to speak on this item or if any emails received. Seeing no one step forward nor any emails received; Mayor Hurtado closed the audience portion.

Mr. Camacho stated that this item does not address the school district directly but we are in constant contact with the school district.

Mayor Hurtado asked how the city collaborates with the school district to address these issues.

Councilwoman Avalos asked how many staff are in the EOC. Are we prepared for any major incidents.

1
EMERGENCY/DISASTER PLANNING/PROGRAMS
CONT'D

Mr. Camacho stated everyone present is a member of the EOC team. And all city employees bare responsibilities to address the matter.

Councilmember Barron asked how the collaboration with local businesses is in case of an emergency.

Mr. Camacho stated not only through code enforcement but building and safety and resources through the county are available.

Councilmember Barron asked Ms. Elguira if the city is including businesses during their application process of what type of materials are being housed and what we require as a city.

Meredith Elguira, Director of Community Development stated those types of conversations are not held with businesses as they come in. She recommends having an informal separately asking the businesses if they are willing to partner with the city.

Vice Mayor Davila asked how the CERT program and the EOC works.

Mr. Camacho stated that CERT is not part of the EOC. CERT is more for individuals to take of their families and neighbors.

Councilmember Rios has two concerns; one regarding schools during an emergency and a business with chemicals.

Chief Arakawa stated that this is a general plan. Informing the government we have a plan in place.

Chief Arakawa also stated that all the chiefs in the county and sheriff have had discussions in case of emergencies.

Staff's recommendations were unanimously approved by motion of Council Member Avalos and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Ignacio Cano, Resident – Issues with 3-4 trees that need trimming. Phones are not answered. Appointment was made – Worker a no-show. Needs assistance.

Mayor Hurtado asked Art Cervantes for assistance and update.

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS CONT'D

Jennifer Daly, Environmental Activist – Issue with trucks and truck yards operating without a TUP or CUP, Traffic, No Parking, Pollution, and dangerous driving.

Parent, AYSO Team – Issue with No Lights at Hollydale Park. Lights only get turned on when football team practices. No light access to the 47 AYSO teams.

Nicole Kim, Parent (AYSO) – Issue with No Lights at Hollydale Park. There are also needs for safety due to homeless near riverbed.

Jose Garcia, Parent (AYSO) – Issue with transients jumping over fence into the Hollydale Park Area with No Police presence.

Maria Cortez, Regional Commissioner (AYSO) – Issue with No Lights at Hollydale Park. Requests lights at all areas at park. Fields are being damaged, and trash is being left behind.

Ana Elizarraras, Director of Chamber of Commerce – Invitation to the Christmas Lane Parade. Parade no longer on Tweedy Blvd due to construction. Parade: Sunday, December 8, 2024, at 12 noon.

Mayor, Gil Hurtado – Requests notifying residents of these changes to reduce potential negative impact.

Ana Elizarraras – Will be delivering door hangers to homes on Southern Avenue and surrounding streets.

Armando Velasquez, Resident – Update on the South Gate Kiwanis Club. Reporting Club President, Ms. Emma Vega effective October 1, 2024. Invite to various events in October 2024.

EMAILS:

Veronica, Resident – Requesting a pedestrian sign on Long Beach Blvd and Orchard Place.

Erik Trujillo, Concerned Resident - Requests Hollydale Park renovation will be completed as soon as possible. Also, requesting lights at park.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Community Development – Will investigate Mr. Cano's trees issue and the crosswalk requested on Long Beach Blvd and Orchard Place.

Presentation - Update on CIP. Approval was received from the County to move forward with the Urban Orchard Project. BIDs open. Construction expected to begin November 2024.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Update on Tweedy Mile Project. Completion expected March 2025.

New project being presented for State Street Improvements.

Steve Costley, Director of Parks and Recreation – Events: Saturday, October 12, 2024, Annual Artwalk at 2pm.

Response regarding Hollydale Regional Park – Parks have not had lights for 36 years. Parks will continue to work with AYSO to accommodate teams.

Rob Houston, City Manager – We will continue to work with and plan a pilot program (not a permanent one) to see a way to assist.

Meredith Elguira, Director of Community Development – Following up with Ms. Daly regarding illegal trucking. – Nothing else to report.

Mayor, Gil Hurtado – Requested an update to all Council from Meredith Elguira.

Wendy O'Kelly, Director of Administrative Services – Nothing to report.

Jon Hamilton, Director of Human Services – Various employment opportunities available on our city's website.

Darren Arakawa, Chief of Police – Email sent regarding a letter received from the FBI Director regarding a trucking company from Mexico. Large drug trafficking bust by our narcotics team. Proud of our team.

Rob Houston, City Manager – Nothing to report.

Raul Salinas, City Attorney – Attended a conference with the Hispanics Chamber of Commerce in Kansas City.

Jose De La Paz, City Treasurer – Nothing to report.

Sonia Guerrero/Fila Avelar-Vasquez for City Clerk Yodit Glaze – Nothing to report.

Maria Del Pilar Avalos, Councilmember – Thank you to the AYSO parents for coming out. Agrees that the park is very dark.

Congratulates to the new president of the South Gate Kiwanis.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Shares false allegations against her and anonymous letter received 10/01/2024.

Joshua Barron, Councilmember – Thank you to the residents present and parents of the AYSO participants. You are seen and heard.

Councilmember asks Art Cervantes regarding residents' issues with the sidewalks.

South Gate Kiwanis the SELA to Sinaloa bike ride which is over 1,100 miles. The purpose is to raise funds for the Kiwanis Children's Fund.

Thank you to the Parks & Recreation Director and staff for the support during the Bell Gardens

Eddie Cochran Car Show. $17,000 were raised to help Bell Gardens High School start their own Key Club.

Al Rios, Councilmember – Thank you to those present at this meeting.

Open enrollment at local colleges to register new students.

Would have loved to hold the Christmas Parade in the Hollydale area.

Maria Davila, Vice Mayor – Thank you to those who are speaking about their concerns at our parks. There is a need to take children out to our parks. We want them involved and busy.

Next week will attending a 3-day conference in Long Beach.

Attended the Classic Car Show and it was very successful.

Attended a meeting with all school Principals in South Gate along with the police department.

Mayor, Gil Hurtado – Thank you to all present today. Mayor is aware of the challenges everyone faces within the City Parks. Many phone calls and issues regarding issues have been addressed with Southern Ca. Edison.

Phone calls not being returned to our residents is an issue. Would like to ask staff to return calls to all callers.

Reads letter written by City Clerk Yodit Glaze in response to allegations made against her through anonymous letter.

REPORTS AND COMMENTS FROM CITY OFFICIALS CONT'D

Joshua Barron, Councilmember – Asked City Attorney for clarification as to why the anonymous letter could not be read at the October 1, 2024, Special Meeting.

City Attorney – Letter was received the day of the special council meeting and due to the Brown Act we were unable to read comments not on the agenda.

CONSENT CALENDAR

Agenda Items 2, 3, 4 and 5 were approved by motion of Vice Mayor Davila and seconded by Council Member Avalos.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes (recused from item 2).

2 STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopt Resolution 2024-70-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during Consent Calendar.

3 PERSONNEL RECRUITMENT & SELECTION

The City Council unanimously adopted Resolution 2024-71-CC entitled Resolution of the City Council of the City of South Gate, California during Consent Calendar:

1. Retitling the job classification of Water Distribution Foreman to Water Distribution Supervisor in the Public Works Department; and

2. Updating the consolidated salary schedule to replace the position of Water Distribution Foreman with Water Distribution Supervisor.

4
COMM. DEV. ADMIN

The City Council unanimously approved items A, B & C during Consent Calendar:

a. Amendment No. 2 to Contract No. 2023-130-AC with Willdan Engineering, Inc., through April 30, 2025;

b. Approved use of salary savings for as-needed services in the Planning Division, Housing Authority, and Code Enforcement not to exceed $400,000; and

c. Authorized the Mayor to execute Agreement No. 2 in a form acceptable to the City Attorney.

5
STREETS/SIDEWALKS/ LANDSCAPING

The City Council unanimously approved items A, B & C during Consent Calendar:

a. Amended the Fiscal Year 2024/25 Capital Improvement Program ("CIP") to add the State Street Complete Streets, City Project No. 729-ST.

b. Appropriated $50,000 in Prop C Funds to the State Street Complete Streets, City Project No. 729-ST, to fund project management to initiate the design phase.

c. Appropriated $1,197,204 in Surface Transportation Program - Local ("STPL") Funds to the State Street Complete Streets, City Project No. 729-ST, to partially fund the construction phase.

6
CITY COUNCIL APPOINTMENTS

The City Council unanimously approved items A, B & C by motion of Vice Mayor Davila and seconded by Council Member Avalos:

a. Ratified the nomination by Council Member Maria del Pilar Avalos of Adolfo Varas to the Citizens' Advisory Committee;

b. Ratified the nomination by Council Member Maria del Pilar Avalos of Flavio Morales to the Tweedy Mile Advisory Board; and

c. Ratified the nomination by Vice Mayor Maria Davila to reappoint Angela Lucero to the Tweedy Mile Advisory Board.

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

7

WARRANTS

The City Council unanimously approved the Warrant Register for October 8, 2024, by motion of Vice Mayor Davila and seconded by Council Member Avalos.

Total of Checks:	$2,679,963.05
Less: Voids	$ (0.00)
Less: Employee Payroll Deductions	$ (389,278.55)
Grand Total:	$2,290,684.50

ROLL CALL: Council Member Avalos, yes; Council Member Barron, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

ADJOURNMENT

Vice Mayor Davila unanimously adjourned the meeting at 8:25 p.m. and seconded by Council Member Avalos.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 22, 2024

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:30 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

ABSENT/EXCUSE Council Member Joshua Barron

1
PROCLAMATION The City Council issued a Proclamation declaring National Breast Cancer Awareness Month.

2
PROCLAMATION The City Council issued a Proclamation recognizing November 11, 2024, as Veterans Day honoring those who have served our Nation in the Armed Forces.

3
CERTIFICATES The City Council presented Certificates of Appreciation to South Gate High School, South East High School and Legacy High School students in recognition for their participation in the 2024 Student Government Day.

4
PERSONNEL RECRUITMENT & SELECTION The City Council received and filed the list of new and promoted full-time employees hired or promoted during September 2024.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
   Pursuant to Government Code Section 54956.9(c) One (1) - Potential Case

   One (1) - Potential Case

2. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS
   Pursuant to Government Code Section 54956.8

   Property APN: 6223-013-008
   Property Address: 9923 San Luis Ave., South Gate, CA 90280

City Negotiator: Rob Houston, City Manager
Negotiating with: Ziegler's Hardware
Under Negotiation: Terms of Sale

3. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Rob Houston, City Manager

Employee Organizations: SGPMMA, SGMEA

Mayor Hurtado asked if anyone in the audience wished to speak and any emails received on any of these items.

Mario Dominguez, Jr., requesting detail information on the closed session items.

Mike Ramirez, President of the MEA, Joanna Monterroza, Vice President of the PMMA, and Charles Leone, Coordinator with SEIU Local 721 asked for Council's support.

Having no one else come forward, Mayor Hurtado closed the audience portion.

Vice Mayor Davila recused herself from item 2 due to the proximately of her residence.

The Council Members recessed into Closed Session at 6:18 p.m. and reconvened at 7:10 p.m. with four (4) Members of Council present. Council Member Barron was absent. City Attorney Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(c) One (1) - Potential Case

One (1) - Potential Case

Item 1 was not discussed in closed session. This item will be re-agendized at a future City Council meeting.

2. CONFERENCE WITH LEGAL COUNSEL – REAL PROPERTY NEGOTIATIONS
Pursuant to Government Code Section 54956.8

Property APN: 6223-013-008

Property Address:	9923 San Luis Ave., South Gate, CA 90280
City Negotiator:	Rob Houston, City Manager
Negotiating with:	Ziegler's Hardware
Under Negotiation:	Terms of Sale

On item 2, a motion was made by Mayor Hurtado and seconded by Councilwoman Avalos and on a vote of 3-0, the City Council approved a tentative settlement in that matter. The amount of the settlement will be disclosed pursuant to the Brown Act.

3. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Rob Houston, City Manager

Employee Organizations: SGPMMA, SGMEA

On item 3, the City Council received a presentation by it's representatives and upon completion of that presentation guidance was given by the City Council but there was no reportable action taken.

Mayor Hurtado asked if anyone in the audience wished to speak and any emails received on any of these items.

Mario Dominguez, Jr., is unsatisfied with the lack of information on the closed session items.

Having no one else come forward, Mayor Hurtado closed the audience portion.

City Attorney Salinas stated that the public have a right to voice their opinion and the City respective everyone's first amendment rights.

ADJOURNMENT Vice Mayor Davila adjourned the meeting at 7:16 p.m. and seconded by Mayor Hurtado.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, OCTOBER 22, 2024

CALL TO ORDER	Gil Hurtado, Mayor called a Regular City Council Meeting to order at 7:27 p.m.
INVOCATION	Steve Costley, Director of Parks & Recreation
PLEDGE OF ALLEGIANCE	Jon Hamilton, Director of Human Resources
ROLL CALL	Yodit Glaze, City Clerk
PRESENT	Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas
EXCUSED/ABSENT	Council Member Joshua Barron

1
PERSONNEL BENEFITS/ RETIREMENT ADMIN

The City Council waived the reading in full and introduced Ordinance No. 2024-04-CC entitled Ordinance of the City Council of the City of South Gate, California, authorizing an amendment to the contract between the City and the Board of Administration of the California Public Employees' Retirement System implementing Section 20516 (Employees Sharing Additional Cost) to provide employee cost sharing of an additional 1% for the local miscellaneous members in the DMA (for a total of 2%), an additional 1% for the classic local police officers in the PMA (for a total of 2%), and for an initial 1% for new ("PEPRA") local police members in both the POA and PMA by motion of Mayor Hurtado and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

Jon Hamilton, Director of Human Resources provided a presentation.

Mayor Hurtado asked if anyone in the audience wished to speak on this item or if any emails were received. Seeing no one step forward nor emails received; Mayor Hurtado closed the audience portion.

2

SCE PRESENTATION

The City Council received a presentation by Francisco Martinez, Government Affairs Representative at Southern California Edison (SCE).

COMMENTS FROM THE AUDIENCE - NON-AGENDA ITEMS

Jennifer Daly, Los Angeles Resident – Issue with illegal truck yards operating without permits in the city of South Gate.

Mario Dominguez, Resident – Questions City Attorney regarding City Manager's issues with foul language on emails, comments on YouTube meetings, and losing call-in feature during meetings.

Gaby Gutierrez, Resident of Echo Park– Issues with traffic and illegal truck yards operating in the city.

Eddie Rivas, Resident – Introduces himself to the council and would like to open a Speech Therapist business. Seeing red tape from the city, children 4-10 would benefit.

Amy Lui, Representative for County Libraries – Events: Beloved Cover to Cover Book Club sponsored by In & Out until November 16th.

Henna Art demonstration Saturday 11-26-2024 at 2pm.

Syl Gonzalez, 2024 Chairman Rotary Club for the Thanksgiving Dinner. Requesting the support of the City Council.

Maria Moreno, Resident – Requesting a crosswalk on Orchard and Long Beach Blvd. Son was killed in that area and have seen 2 other accidents. Also, requesting traffic bumps due to cars speeding through city streets.

EMAILS:

NONE

RECESS

City Council recessed at 8:58 p.m., and reconvened at 9:05 p.m., with four (4) Members of Council present.

REPORTS AND COMMENTS FROM CITY OFFICIALS

Arturo Cervantes, Director of Community Development – Address the crosswalk requested on Orchard and Long Beach Blvd. Due to a traffic study prepared by the school this area was not a good, designated area. Speed bumps on Long Beach Blvd are not designed for a high speed's streets. A petition can be submitted by contacting the Engineering Department.

Update on the I-710 Freeway/Firestone Blvd Southbound Onramp Realignment

REPORTS AND COMMENTS FROM CITY OFFICIALS CON'TD

Presentation - Update on CIP. Approval was received from the County to move forward with the Urban Orchard Project. BIDs open. Construction proceeding on schedule.

Update on Tweedy Mile Project. On schedule and completion is expected March 2025.

Update on the AMR Water Meter Replacement Projects

Steve Costley, Director of Parks and Recreation – Events: Hollydale Elementary School Trunk & Treat on Thursday, October 24, 2024.

Halloween Event at the South Gate Park– Expecting 6,000-10,000 kids.

Special Olympics Fall Games being held November 2, 2024

Meredith Elguira, Director of Community Development – Following up with Ms. Daly regarding illegal truck yards. The 5211 Southern has been shut down since 2023. – Investigations being done at this time for all other locations.

Wendy O'Kelly, Director of Administrative Services – Currently working on end of year financial statements. Will provide to council and publish on city's website.

Jon Hamilton, Director of Human Services – Various employment opportunities available on our city website.

Darren Arakawa, Chief of Police – Email sent regarding a letter received from the FBI Director regarding a trucking company from Mexico. Large drug trafficking bust by our narcotics team. Proud of our team.

Trunk O' Treat Event, Thursday, October 24, 2024, from 5pm-8pm.

Regarding speed complaints on Orchard and Long Beach Blvd - Will be meeting with the traffic team and addressing the issue.

Rob Houston, City Manager – Sharing the Student Government Day returns to our city as they participate in city roles. Great experience and plans on bringing it back annually.

Raúl F. Salinas, City Attorney – Addresses Mr. Dominguez questions regarding the power of the City Manager with a Yes and explains under law he has the duty to protect the city employees. During city council meetings it is considered a public forum. Outside of council meetings there are laws against harassment and bullying.

Jose De La Paz, City Treasurer – Thanks the social platforms for their feedback that tide into our earlier conversation.

REPORTS AND COMMENTS FROM CITY OFFICIALS CON'TD

Yodit Glaze, City Clerk – November 5, 2024, Election Day. Voting places will soon be published for residents on our social media.

Maria Del Pilar Avalos, Councilmember – Thanks the audience still present at this late hour.

Attended the Vector meeting to educate the public to not leave standing water.

Attended the League of Cities Expo.

Daylight Savings is coming – Be Safe.

Al Rios, Councilmember – Thanks those present at this meeting.

Speaks about Insurance crisis in the State of California

Will attend the Campaign Para Todos at Hub Cities 10/23/2024 6pm

Encourages everyone to exercise their right to vote on November 5th.

Maria Davila, Vice Mayor – Attended the League of Cities Expo. Very educational.

Will attend Hub Cities Meeting 10/29/2024

Good news – Groundbreaking for the New South Gate Gateway Line October 30th at 2pm in Artesia

Mayor, Gil Hurtado – Thanks all present today. Also, thanks Vice Mayor Davila for her hard work on the South Gate Gateway Line.

Attended the college fair at South Gate Park and the participants.

Regarding our City Attorney. Mr. Salinas has done amazing things within our city and does what it takes to abide by the law. He is unable to discuss legal matters to maintain the integrity of the legal system.

Regarding blocking comments – We are to provide a service to our community but when someone acts in a bad manner against our staff – We have the obligation to protect our staff.

Freedom of Speech is protected by our Constitution. A City Council meeting is an open forum. You can say anything you want. Once the meeting ends, we will protect our staff.

The law is on our side!

Mayor Hurtado announced Fernando Valenzuela, former Los Angeles Dodger pitcher passed away today. He was sixty-three years old.

CONSENT CALENDAR

Agenda Items 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 were approved by motion of Council Member Rios and seconded by Vice Mayor Davila. Council Member Avalos pulled items 6 & 8 for separate discussion.

ROLL CALL: Council Member Avalos, yes (no on items 6 and 8); Council Member Rios, yes; Vice Mayor Davila, yes (recused from item 10); Mayor Hurtado, yes (recused from items 3 and 9).

Mayor Hurtado asked if anyone in the audience wished to speak on any of these items or if any emails were received.

Mario Dominguez, Jr. is not content on the Orchard Project.

Having no one else come forward nor emails received, Mayor Hurtado closed the audience portion.

3
STREETS/SIDEWALKS/ LANDSCAPING

The City Council made a finding and adopted Resolution No. 2024-72-CC entitled Resolution of the City Council of the City of South Gate, State of California, declaring an emergency still exists and authorizing repair, replacement or maintenance activities of public facilities related to the Urban Orchard, City Project No. 539-PRK, without public bidding, pursuant to the emergency contracting procedures of the South Gate Municipal Code and the California Public Contract Code during Consent Calendar.

4
STREETS/SIDEWALKS/ LANDSCAPING

The City Council approved items A & B during Consent Calendar:

a. Amendment No. 3 to Contract No. 3563 with Mark Thomas & Company, Inc., to provide additional engineering services and to extend the term of the Agreement through March 31, 2025, for the Long Beach Boulevard Street Improvements Project, City Project No. 515-ST, for an amount not to exceed $68,582; and

b. Authorized the Mayor to execute Amendment No. 3 in a form acceptable to the City Attorney.

5
WASTEWATER MGMT

The City Council approved items A, B & C during Consent Calendar:

a. Amendment No. 5 to Contract No. 2020-09-CC for On-Call Municipal Water and Sewer Systems Maintenance Services with W.A. Rasic Construction Company, Inc., to fund emergency repairs completed on the municipal sanitary sewer system, and to perform urgent repairs needed on the municipal water system, in an amount not-to-exceed $201,191;

b. Appropriated $136,000 from the Water Fund to fund the water system repairs; and

c. Authorized the Mayor to execute Amendment No. 5 in a form acceptable to the City Attorney.

6
STREETS/SIDEWALKS/
LANDSCAPING

The City Council approved items A, B, C & D during Consent Calendar:

a. Agreement (Contract No. 2024-82-CC) with Mariposa Landscape, Inc., to provide Annual Citywide Landscape and General Maintenance Services for a three-year term, for a not-to-exceed an amount of $1,361,016, or $453,672 per year;

b. Appropriated $198,254 in Measure R Funds, to fully fund services for Fiscal Year 2024/25;

c. Authorized the Mayor to execute the proposed Agreement with Mariposa Landscape, Inc., in a form approved by the City Attorney; and

d. Authorized the City Manager to approve two contract amendments each to extend the term one year, for a total of two years.

Councilwoman Avalos does not feel comfortable authorizing City Manager to approve contract amendments. She agrees with A, B & C but not D. This item should return to Council and have Council vote on that item.

7
WATER

The City Council approved items A & B during Consent Calendar:

a. Groundwater Pumping Water Rights Lease Agreement (Contract No. 2024-83-CC) with the City of Cerritos to lease 1,000 acre-feet of the City of South Gate's unused water rights annually for a three-year term effective July 1, 2025; and

b. Authorized the Mayor to execute the Agreement in a form acceptable to the City Attorney.

8
PUBLIC WORKS/
ENGINEERING ADMIN

The City Council approved items A, B, C, D, E & F during Consent Calendar:

a. Agreements for As-Needed Engineering Services with Interwest Consulting Group (Contract No. 2024-84-CC), NV5 Inc. (Contract No. 2024-85-CC) and SA Associates (Contract No. 2024-86-CC) for a three (3) year term, with an option to extend each contract for two (2) additional years;

b. Agreement (Contract No. 2024-87-CC) for As-Needed Professional Engineering and Project Management Services with Willdan Engineering to provide for a three (3) year term, with an option to extend the contract for two (2) additional years;

c. Authorized the use of purchase orders in directing work to Interwest Consulting Group, NV5 Inc., SA Associates and Willdan Engineering in an amount not-to-exceed $448,000 in the aggregate among all four contractors for As-Needed Engineering Services;

d. Authorized the use of purchase orders in directing Willdan Engineering to provide As-Needed Project Management Services an amount not-to-exceed $300,000 per year;

e. Authorized the City Manager to administratively approve amendments up to the aggregate sum of $100,000 for each agreement not to exceed $400,000 in total; and

f. Authorized the Mayor to execute the Agreements in a form acceptable to the City Attorney.

Councilwoman Avalos does not feel comfortable authorizing City Manager to approve contract amendments. She agrees with A, B, C, D & F but not E. This item should return to Council and have Council vote on that item.

9
PARKS

The City Council approved items A & B during Consent Calendar:

a. Accepted completion of construction of the South Gate Park Fence Project, City Project No. 550-PRK by Quality Fence Co. Inc., effective October 22, 2024; and

b. Directed the City Clerk to file a Notice of Completion with the Los Angeles County Registrar Recorder's Office.

10
PARKING & TRAFFIC

The City Council approved items A, B & C during Consent Calendar:

a. Accepted completion of the construction of the Tweedy Boulevard Signal Synchronization Project, LAMTA ID F7309, City Project No. 514-TRF, completed by California Professional Engineering, Inc., effective May 31, 2024;

b. Authorized the City Manager to approve Change Order Nos. 4 and 5 to Contract No. 2023-01-CC, which is necessary to apply costs and credits to the contract and to perform additional construction work, in the amounts of $49,350 and $83,081, respectively; and

c. Directed the City Clerk to file the Notice of Completion with the Los Angeles County Registrar Recorder's Office.

11
DATA PROCESSING SERVICES

The City Council authorized the issuance of a Purchase Order with Pulsiam to renew the Software Maintenance and Support Services for Fiscal Year 2024/2025 for the Police Department in the amount of $125,525.02 during Consent Calendar.

12
MINUTES

The City Council approved items A & B during Consent Calendar:

a. Special and Regular Meeting minutes of September 10, 2024; and

b. Special and Regular Meeting minutes of September 24, 2024.

13
CITY COUNCIL

The City Council received and filed an update of the Council Strategic Priority Projects by motion of Council Member Avalos and seconded by Vice Mayor Davila.

ROLL CALL: Council Member Avalos, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

Rob Houston, City Manager stated that in March 28, 2024, the City Council and Director staff had a strategic planning session. He gave an update to City Council and the community.

Mario Dominguez, Jr. informed Council how the City of Downey include their residents during strategic meetings. Mr. Dominguez feels the City of South Gate excludes the residents from participating in any strategic meetings.

13 CITY COUNCIL CONT'D

Staff's recommendation was approved.

Mayor Hurtado thanked City Manager for his presentation.

14 WARRANTS

The City Council approved the Warrant Register for October 22, 2024, by motion of Council Member Avalos and seconded by Vice Mayor Davila.

Total of Checks:	$4,626,859.19
Less: Voids	$ (26,055.79)
Less: Employee Payroll Deductions	$ (438,711.89)
Grand Total:	$4,162,091.51

Cancellations: 107010, 107281

ROLL CALL: Council Member Avalos, yes; Council Member Rios, yes; Vice Mayor Davila, yes; Mayor Hurtado, yes.

ADJOURNMENT

Council Member Avalos adjourned the meeting in memory of Fernando Valenzuela, former Los Angeles Dodgers pitcher at 9:36 p.m. and seconded by Vice Mayor Davila.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

CITY OF SOUTH GATE
SPECIAL CITY COUNCIL MEETING
MINUTES
MONDAY, OCTOBER 28, 2024

CALL TO ORDER Gil Hurtado, Mayor called a Special City Council Meeting to order at 5:00 p.m.

ROLL CALL Yodit Glaze, City Clerk

PRESENT Mayor Gil Hurtado, Vice Mayor Maria Davila, Council Member Maria del Pilar Avalos, Council Member Joshua Barron, and Council Member Al Rios; City Treasurer Jose De La Paz, City Manager Rob Houston, City Attorney Raúl F. Salinas

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATOR
   Pursuant to Government Code Section 54957.6

   Agency Representation: Rob Houston, City Manager

   Employee Organizations: SGPMMA, SGMEA

Mayor Hurtado asked if anyone in the audience wished to speak and any emails received on any of these items.

Franbert Calderon comes from a union family and member of UFCW Local 770. He stands with the members of SEIU Local 721. Mr. Calderon thanked the Mayor and Vice Mayor for always supporting South Gate employees. Mr. Calderon asked Councilwoman Avalos to support South Gate employees.

Osie Harrell, President of the PMMA understands the City's concerns on longevity and the future of the city's financial. Mr. Harrel is asking for the City's consideration on the employees services and commitment.

Mayor Hurtado asked Mr. Harrell how many employees are being represented. Mr. Harrell responded 140 for MEA and 47 for PMMA.

Having no one else come forward, Mayor Hurtado closed the audience portion.

The Council Members recessed into Closed Session at 5:07 p.m. and reconvened at 6:39 p.m. with all Members of Council present. City Attorney Salinas reported the following:

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6

Agency Representation: Rob Houston, City Manager

Employee Organizations: SGPMMA, SGMEA

The City Council heard a presentation by the representative and at the conclusion of the presentation Council provided guidance, but there was no reportable action taken.

Councilmember Barron participated throughout the entire closed session meeting and was excused from coming out after closed session.

ADJOURNMENT Vice Mayor Davila unanimously adjourned the meeting at 6:32 p.m. and seconded by Council Member Rios.

PASSED and **APPROVED** this day of 2024.

ATTEST:

Gil Hurtado, Mayor

Yodit Glaze, City Clerk

Office of the
South Gate City Clerk

NOV 2 1 2024

FILED 9:45am

Item No. 9

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of **November 26, 2024**
Originating Department: **Community Development**

Director: *for Meredith T. Elgura* ***Executive Director:*** *Rob Houston*

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF LOS ANGELES AND CITY OF SOUTH GATE LEAD FREE HOMES LA PROGRAM MANAGEMENT SERVICES

PURPOSE: This MOU is to detail the agreement between the County and the City for the provision of lead-based paint hazard mitigation program services for homes that meet the eligibility criteria for the County's Lead Free Homes LA Program ("Program"). County wishes to collaborate with the City in facilitating the Program within the City's boundaries.

RECOMMENDED ACTIONS: The City Council will consider:

a. Approving the Memorandum of Understanding between the County of Los Angeles and City of South Gate Lead Free Homes LA Program management services; and
b. Authorizing the City Manager to execute the Memorandum of Understanding in a form acceptable to the City Attorney.

FISCAL IMPACT: There is no fiscal impact to the General Fund.

ANALYSIS: The Los Angeles Development Authority, in partnership with the Los Angeles County Department of Public Health, will launch the Lead Free Homes LA Program in South Gate on December 1, 2024, and seeks to collaborate in facilitating the program within the City of South Gate.

In order to qualify for the program, properties must meet the eligibility criteria set forth by the County's Lead Free Homes Program.

Eligibility Criteria

- Properties with four (4) or fewer units.
- Properties built before 1951.
- A child under six (6) years old who lives or regularly visits the home at least 20 hours per week OR someone who lives in the home is pregnant.
- Owners must agree to have the interior and exterior of the home tested.
    - If no lead is found, no work is necessary.

- If lead is found, they agree to the remediation.

Program provides remediation of lead-based paint hazards and related home repairs to eligible residents of South Gate.

- FREE of cost for eligible tenants, landlords, or homeowners.
- No documentation is requested or required. (Immigration or citizenship status will never be asked.)
- Incorporates strategic partnerships with local community stakeholders for outreach efforts.
- Easy to apply. Residents may apply via the website or with the assistance of our Outreach and Enrollment Agent.
- Media campaign includes social media, digital banners, and texting to residents in the service area.

BACKGROUND: On November 8, 2024, representatives from the Los Angeles County Development Authority met with the Community Development Department to request a partnership implementing the County's Lead Free Homes LA Program ("Program"). The Program is funded by lawsuit settlements received from three paint companies and SoCal Gas totaling $139.2 million.

Program Scope
Lead Free Homes LA is a public health program with the objective of addressing and preventing lead poisoning among children under the age of six (6). This Program offers free lead testing and remediation in targeted communities that are overburdened with lead-based paint hazards, have an older housing stock, a high prevalence of low-income families, and a significant population of young children.

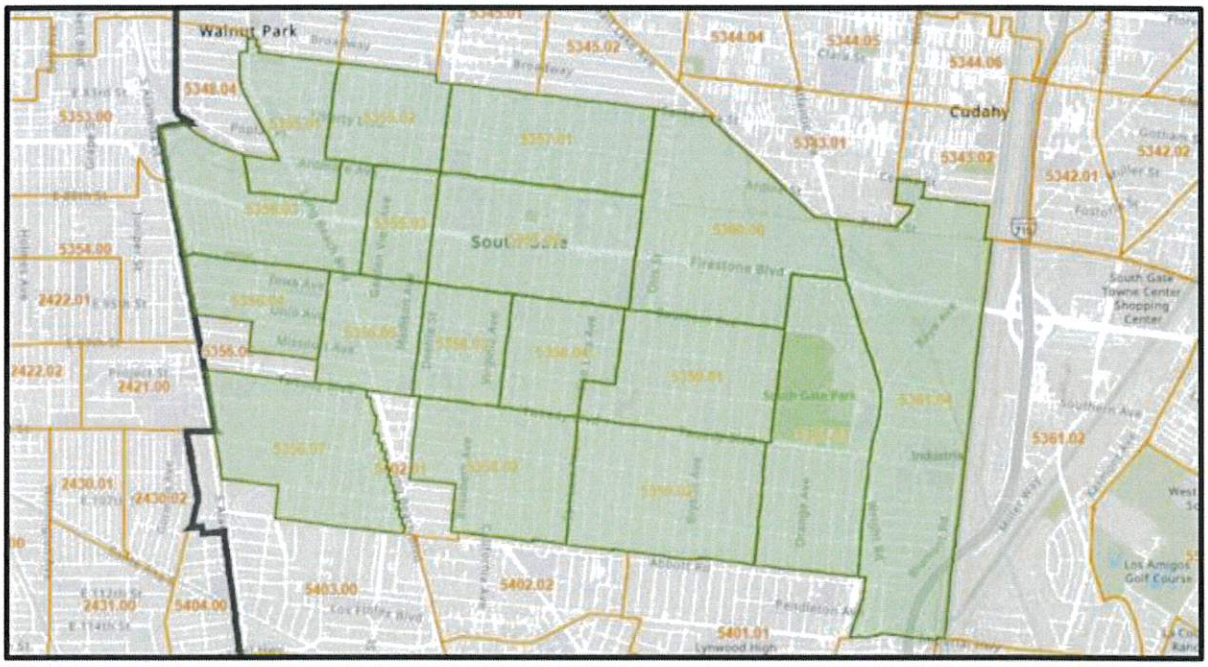
On average, remediation of hazards costs $36,074 per unit and there is no maximum per unit or property. This Program is free to tenants and property owners and will service qualified applicants in residential homes with 4 units or less on the parcel. Participants are contacted two (2) days after applying and are scheduled for a lead inspection within 3-4 weeks of their enrollment. Assessments include the inspection of the interior and exterior. No documentation is required to apply, and citizenship status is never asked.

The Program launched in 2019 and, since then, 94% of lead inspections and risk assessments confirm the presence of hazardous lead-based paint. After testing, property owners enter into an Agreement for construction and remediation to clear the home of identified hazards. It takes about 136 days for the scope of work, permitting, and other preparations to be completed after the Agreement is executed. The duration of construction activities to remediate lead hazards is typically sixteen (16) days, albeit the duration is dependent on the extent of lead hazards in each unit and thus far has taken two (2) to one-hundred and four (104) days.

Need for Lead Remediation in South Gate
Over 70% of South Gate households have low- and moderate-income levels and would benefit from participating in Lead Free Homes LA. Data analysis shows that South Gate fits these criteria

with an estimated 9,919 pre-1951 properties that may have lead-based paint hazards and approximately 10.45% of households with children under the age of six (6).

To determine the outreach strategies throughout communities, the priority area census tracts were assessed as follows: 1) High Environmental Risk Factors; 2) DPH Health Teams; 3) DPH Priority Areas; 4) number of pre-1951 homes; 5) percentage of low- and moderate-income (L/M) households; and 6) percentage of Households with children under six years of age. The following select census tracts meet these criteria and comprise the South Gate service area:



The County will pay for all costs associated and administer all aspects of the Program. LACDA will enroll, test, and clear lead hazards in eligible South Gate properties and coordinate outreach, temporary relocation, and related compensation. Families will be provided with a housing and food stipend should relocation be necessary. All contractors will be solicited by the County.

The Program outreach and testing will run from December 2024 through April 2025 in the City of South Gate. The actual start of the remediation will vary depending on the number of participants and workload.

ATTACHMENT: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES AND CITY OF SOUTH GATE
LEAD FREE HOMES LA PROGRAM MANAGEMENT SERVICES

This Memorandum of Understanding ("MOU") is being entered this ____ of _____, by and between the County of Los Angeles ("County"), by and through the Los Angeles County Development Authority ("LACDA") acting as its agent and the City of South Gate ("City"), and collectively referred to herein as the Parties and individually as Party.

I. PURPOSE

The purpose of this MOU is to detail the agreement between the County and the City for the provision of lead-based paint hazard mitigation program services for homes that meet the eligibility criteria for the County's Lead Free Homes LA Program ("Program"). County wishes to collaborate with the City in facilitating the Program within the City's boundaries.

Program services to be undertaken by the County will include the performance or arranging for the performance of the deliverables described herein. The activities to be performed as part of this MOU will include outreach to ensure enrollment of residential properties into the program and testing and mitigation, as required, of any lead-based paint hazards. Both single- and multi-family residential units with up to four units may be provided with mitigation services Program. Eligible residential units will be identified through the enrollment and lead assessment process. In addition, individuals and families may be temporarily relocated and will receive advisory and support services and compensation for all eligible out-of-pocket temporary relocation expenses while the mitigation activities are underway. Through the partnership established through this MOU, the City will allow full access to portions of its jurisdiction in which this Program will be offered.

All references to the County shall also be applicable to the LACDA, acting as its agent.

II. COUNTY RESPONSIBILITIES

1. County shall be responsible for the provisions of the Program services including program administration, implementation, oversight and administration of consultant and construction contracting services, as needed, and final inspections/clearances of mitigated properties as is further described in this Section II.

2. Solicit and acquire contractors, consultants, and any other resources required to perform any deliverables not directly provided by County personnel to perform mitigation of lead-based paint hazards from the interior and exterior of eligible single-family and multifamily residential structures within portions of City jurisdiction in which this Program is offered.

3. Coordinate outreach and enrollment activities in the identified impacted residential areas within the City jurisdiction.

4. Track enrollment of specific properties, testing and results, specific hazard mitigation services performed at the location, clearances, expenditures, payments, and other data determined necessary.

5. Notify property owners and other parties of testing findings. Where actionable lead-based hazard

mitigation is warranted, coordinate with the property owners and other parties to determine the necessary lead hazard mitigation work.

6. Conduct, through contractors or consultants, the lead-based paint hazard mitigation of any property for which permission to perform the work has been granted. As necessary, individuals and families will be temporarily relocated and receive advisory and support services and compensation for all eligible out-of-pocket temporary relocation expenses while the mitigation activities are underway.

7. Provide for final inspection/clearance of completed work by a contractor or consultant that is independent from the lead-based paint hazard mitigation tasks.

8. Once outreach has commenced in the City's jurisdiction, provide quarterly reports on activities conducted during that time period.

9. The County shall pay for all the costs associated with the activities listed in this Section.

III. CITY RESPONSIBILITIES

1. Authorize consent to the County, and its agent LACDA, to transact all business related to the Lead Free Homes LA Program within the City jurisdiction.

2. Cooperate to undertake and allow the County to provide lead-based paint hazard mitigation program services for the mitigation of homes in the City's jurisdiction.

3. Collaborate with the County on an outreach plan to ensure enrollment of residential properties into the Lead Free Homes LA Program.

4. Provide referrals to other available related programs that provide for enhancement of safety and functionality of living conditions, stabilization of neighborhoods, energy and cost efficiencies, and other initiatives for which the homeowner and/or landlord/tenant are eligible. Where appropriate, the City, in collaboration with the County, shall coordinate with City's departments and community partners to identify the City's related programs and assist the homeowner and/or landlord/tenant to enroll in such programs.

5. Provide expedited and priority building and safety code permitting to contractors performing mitigation services at residential properties being assisted under this program.

6. Provide direction to the County in areas relating to policy, information, and procedural requirements regarding building codes and other pertinent requirements that apply to the implementation of this program in the City's jurisdiction.

IV. TERM OF MOU.

The term of this MOU shall commence upon date of execution of this MOU by the Parties and shall continue through the completion of all identified remediation activities unless terminated or extended, in whole or in part, as provided herein.

V. COUNTY AND CITY MUTUAL RESPONSIBILITIES

The County and the City will share information in accordance with applicable State and federal laws and regulations and implement specific procedures as may be necessary to enable each party to perform its duties and functions as required by law and under this MOU.

VI. COMPENSATION/BUDGET

There will be no compensation to the City for work described in this MOU.

VII. CONFIDENTIALITY

The County and City shall maintain the confidentiality of all clients' records and information, in accordance with all applicable federal, State, and local laws, regulations, ordinances, and directive regarding confidentiality. The County and City shall inform all its officers, managers, supervisors, employees, and agents accessing the data hereunder of the confidentiality requirements of this MOU. The County and City will not disclose records or information pertaining to the properties receiving environmental review services, except as required or permitted by law.

VIII. INDEMNIFICATION

1. The City shall be responsible for and shall defend and hold harmless and indemnify the County, the LACDA, and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the City arising out of or in connection with the services, work, operation or activities of the City, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

2. The County shall be responsible for and shall defend and hold harmless and indemnify the City, and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the County and LACDA arising out of or in connection with the services, work, operation or activities of the County, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

IX. TERMINATION

Either Party may terminate this MOU at any time, with or without cause, upon providing at least thirty (30) calendar days advance written notice to the other party. Any written notice of termination shall state the date that termination shall become effective.

X. AMENDMENTS

It is mutually agreed that this MOU may be modified or amended by mutual consent, and such modification shall be in writing and effective upon the execution of a written amendment to this MOU by both parties hereto.

XI. DESIGNATION OF RESPONSIBLE PARTIES

The following persons, identified by position and title, have been designated as the responsible parties for all communications, including required notices, related to the MOU:

CITY
Gregg Lodan, Neighborhood Services Manager
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
(310) 618-5874

COUNTY

_____
Linda Jenkins, Director
Los Angeles County Development Authority
Community Development Division
700 W. Main Street
Alhambra, CA 91801
(626) 586-1765

DRAFT

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign and are in agreement with all terms and conditions and hereby the MOU is being executed by the following parties as this ____th day of _____, 2024.

COUNTY OF LOS ANGELES

By: _____
EMILIO SALAS, Executive Director
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

APPROVED AS TO FORM:

DAWYN R., HARRISON
County Counsel

By:_____
Deputy County Counsel

CITY OF SOUTH GATE,
a municipal corporation

By:_____
Rob Houston, City Manager

ATTEST:

By:_____
Yodit Glaze, City Clerk

APPROVED AS TO FORM:

DRAFT

By: _____
Raúl F. Salinas, City Attorney

DRAFT

Office of the
South Gate City Clerk
NOV 21 2024
FILED 7:45am

WARRANT REGISTER FOR COUNCIL MEETING 11/26/2024

PART I

apChkLst
11/06/2024 11:16:38AM

Final Check List
CITY OF SOUTH GATE

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107984	11/6/2024	00000619	FALCON FUELS, INC.	77013	10/17/2024	RD 99 CLEAR DSL & SALE TAX- 4	33,405.00	
	Voucher:			76911	10/15/2024	RD 99 CLEAR DSL & SALE TAX- 4	10,690.88	
				77190	10/22/2024	RD 99 CLEAR DSL & SALE TAX- 4	5,817.27	
				76950	10/14/2024	RD 99 CLEAR DSL & SALE TAX- 4	5,109.53	
				77282	10/23/2024	RD 99 CLEAR DSL & SALE TAX- 4	4,309.10	
				77066	10/17/2024	RD 99 CLEAR DSL & SALE TAX- 4	3,935.81	63,267.59
107985	11/6/2024	0014704	LOGHMANI & ASSOCIATES DESI	01	10/21/2024	9/16/24-10-16/24- CONSTRUCTIO	441,987.50	441,987.50
	Voucher:							
107986	11/6/2024	00004865	SO CALIF EDISON	11/5/24	11/5/2024	BILLING PERIOD - OCT-NOV 202	90,061.18	90,061.18
	Voucher:							

Sub total for BANK OF THE WEST: 595,316.27

3 checks in this report.

Grand Total All Checks: 595,316.27

Item No. 10

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
107987	11/7/2024	00000437	AFLAC	Ben354873	11/7/2024	AMERICAN FAMILY LIFE INS.: PA	311.98	311.98
	Voucher:							
107988	11/7/2024	00002417	AMERICAN FIDELITY ASSURANC	Ben354863	11/7/2024	AMERICAN FIDELITY (ABT): PAYI	183.86	183.86
	Voucher:							
107989	11/7/2024	0012107	CALIFORNIA STATE DISBURSEMI	Ben354879	11/7/2024	CA STATE DISB. UNIT: PAYMENT	1,036.44	1,036.44
	Voucher:							
107990	11/7/2024	00000438	COLONIAL INSURANCE CO.	Ben354869	11/7/2024	COLONIAL INSURANCE CO: PAYI	2,324.48	2,324.48
	Voucher:							
107991	11/7/2024	00002138	FRANCHISE TAX BOARD	Ben354875	11/7/2024	GARNISHMENT - FRANCHISE TA	400.00	400.00
	Voucher:							
107992	11/7/2024	0014756	LIBERTY DENTAL PLAN, OF CALI	Ben354861	11/7/2024	LIBERTY DENTAL INSUR (MISC):	2,923.75	2,923.75
	Voucher:							
107993	11/7/2024	00002421	POLICE MANAGEMENT ASSOCIA	Ben354871	11/7/2024	POLICE MANAGEMENT ASSOC. I	2,375.00	2,375.00
	Voucher:							
107994	11/7/2024	00000335	POLICE OFFICERS ASSOCIATION	Ben354877	11/7/2024	POLICE ASSOCIATION DUES: PA	6,500.00	6,500.00
	Voucher:							
107995	11/7/2024	0011466	PRINCIPAL LIFE INSURANCE CO.	Ben354855	11/7/2024	PRINCIPAL DENTAL PPO (MISC):	30,760.53	30,760.53
	Voucher:							
107996	11/7/2024	0011467	RELIANCE STANDARD	Ben354857	11/7/2024	LONG TERM DISABILITY: PAYME	5,652.86	5,652.86
	Voucher:							
107997	11/7/2024	00003152	SOUTH GATE POLICE EXPLORER	Ben354865	11/7/2024	SGPD EXPLORER YOUTH PROG	645.00	645.00
	Voucher:							
107998	11/7/2024	0011468	SUPERIOR VISION SERVICES, IN	Ben354859	11/7/2024	SUPERIOR VISION MISC.: PAYME	3,940.43	3,940.43
	Voucher:							
107999	11/7/2024	00000334	UNITED WAY OF GREATER LOS A	Ben354867	11/7/2024	UNITED WAY: PAYMENT	26.00	26.00
	Voucher:							

Sub total for BANK OF THE WEST: 57,080.33

13 checks in this report.

Grand Total All Checks: 57,080.33

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108001	11/13/2024	00003529	AT&T	960-449-6558 - 11	11/1/2024	BILLING PRD- OCTOBER 2024	222.55	222.55
	Voucher:							
108002	11/13/2024	00000311	COASTLINE EQUIPMENT	1180264	10/23/2024	PURCHASE OF A NEW 2024 JOH	262,949.10	262,949.10
	Voucher:							
108003	11/13/2024	0014048	CSI SERVICES, INC.	15870	7/16/2024	5/27/24-6/30/24 - CONSTRUCTIOI	13,400.00	
	Voucher:			15580	4/15/2024	2/26/24-3/31/24 - CONSTRUCTIOI	7,140.00	20,540.00
108004	11/13/2024	00000619	FALCON FUELS, INC.	77335	10/25/2024	RD 99 CLEAR DSL & SALE TAX- 4	5,974.80	
	Voucher:			77469	10/29/2024	RD 99 CLEAR DSL & SALE TAX- 4	4,360.17	10,334.97
108005	11/13/2024	0010237	FRONTIER COMMUNICATIONS	209-057-1084-11/2	11/1/2024	ACCT# 209-057-1084-051106-5 - I	42.57	42.57
	Voucher:							
108006	11/13/2024	00004869	GOLDEN STATE WATER COMPAN	73744100006 -10/	11/4/2024	BILLING PRD- 10/02/24 -11/04/24	1,237.61	
	Voucher:			29007447310 -10/	11/5/2024	BILLING PRD- 10/03/24 -11/05/24	84.60	
				53744100008 -10/	11/4/2024	BILLING PRD- 10/02/24 -11/01/24	56.35	1,378.56
108007	11/13/2024	00003664	MISC - SETTLEMENTS	BRYANT-RI	11/1/2022	RI CK# 98996 - PAYMENT OF SET	7,500.00	7,500.00
	Voucher:							
108008	11/13/2024	00004717	PETTY CASH- GENERAL FUND -	9/10/24-11/6/24	11/6/2024	9/10/24 - D. VALDEZ - COUNCIL M	1,127.62	1,127.62
	Voucher:							
108009	11/13/2024	00002335	PITNEY BOWES	3106864471	9/29/2024	7/30/24-10/29/24 - POSTAGE MAC	1,279.84	1,279.84
	Voucher:							
108010	11/13/2024	0013631	SO CAL LIGHTING PROS	INV-000550	7/9/2024	INSTALLATION,REMOVAL AND S	6,466.50	6,466.50
	Voucher:							
108011	11/13/2024	00004865	SO CALIF EDISON	11/13/24	11/13/2024	BILLING PERIOD - OCT-NOV 202	89,952.63	89,952.63
	Voucher:							
108012	11/13/2024	00005096	SOUTH COAST A.Q.M.D.	4428019	10/1/2024	FACILITY ID:92231 - I C E (50-500	700.96	
	Voucher:			4430154	10/1/2024	FACILITY ID 92231 - FLAT FEE FC	165.96	866.92
108013	11/13/2024	0014720	ZZ CONSTRUCTION, INC	01	10/21/2024	9/15/24-9/30/24 - CONSTRUCTIOI	186,800.19	186,800.19
	Voucher:							

Sub total for BANK OF THE WEST: 589,461.45

13 checks in this report.

Grand Total All Checks: 589,461.45

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108014	11/26/2024	0011293	AGRI-TURF DISTRIBUTING, LLC	100842	11/4/2024	PESTICIDES - FERTILIZERS & PE	364.58	
	Voucher:			100657	10/28/2024	PESTICIDES - FERTILIZERS & PE	252.47	617.05
108015	11/26/2024	0011059	ALESHIRE & WYNDER, LLP	90962	11/7/2024	THRU 10/31/2024 - LEGAL SERVI	12,921.00	12,921.00
	Voucher:							
108016	11/26/2024	00001727	AMERICAN RED CROSS	22716855	8/21/2024	STAFF CERTIFICATION RECORD	266.00	
	Voucher:			22713909	8/14/2024	STAFF CERTIFICATION RECORD	228.00	
				22705079	6/30/2024	STAFF CERTIFICATION RECORD	1,612.00	2,106.00
108017	11/26/2024	00004309	AMERIFLEX	INV771769	10/2/2024	FSA ADMIN FEE 34 PARTICIPANT	185.30	
	Voucher:			INV763416	9/2/2024	FSA ADMIN FEE 34 PARTICIPANT	185.30	
				INV777458	9/30/2024	LATE FEE	35.00	405.60
108018	11/26/2024	0009798	ANIMAL FRIENDS PET HOTEL	526168	7/24/2024	K-9 VETERINARY SERVICES - 7/	721.00	
	Voucher:			645789531	10/15/2024	K-9 VETERINARY SERVICES - 10	448.00	
				647496874	10/10/2024	K-9 VETERINARY SERVICES - 10	234.00	
				649470274	10/16/2024	K-9 VETERINARY SERVICES - 10	178.00	1,581.00
108019	11/26/2024	0007290	APW KNOX-SEEMAN	20443813	10/24/2024	MISC AUTO PARTS & LUBES	297.41	
	Voucher:			20467258	10/31/2024	MISC AUTO PARTS & LUBES	24.21	
				979734		CREDIT INV# 20224116	-124.03	197.59
108020	11/26/2024	00005075	AT&T	22539536	11/1/2024	BAN 9391081298: 10/01/2024-10/3	1,607.36	
	Voucher:			22534423	11/1/2024	BAN 9391034759: 10/01/2024-10/3	57.73	
				22538201	11/1/2024	BAN 9391068970: 10/01/2024-10/3	1,766.61	3,431.70
108021	11/26/2024	00000201	ATLANTIC LOCK & KEY	000317	8/27/2024	PUSH BAR DOOR INSTALL AT WI	1,517.10	1,517.10
	Voucher:							
108022	11/26/2024	0009040	ATLAS BACKFLOW	45231	10/16/2024	BACKFLOW CAGE INSTALL	964.25	964.25
	Voucher:							
108023	11/26/2024	0010585	AUTOZONE STORES, INC.	05488632262	10/1/2024	AUTO PARTS	308.68	
	Voucher:			05488640724	10/9/2024	AUTO PARTS	48.10	
				05488654689	10/22/2024	AUTO PARTS	49.38	
				05488661345	10/29/2024	AUTO PARTS	27.24	
				05488639815	10/8/2024	AUTO PARTS	26.78	
				05488654730	10/22/2024	AUTO PARTS	18.84	
				05488654568	10/22/2024	AUTO PARTS	41.88	
				05488656038	10/24/2024	AUTO PARTS	37.47	558.37
108024	11/26/2024	0013072	AWP SAFETY	40017100	10/1/2024	REGULATORY/WARNING/GUIDE	775.06	
	Voucher:			40017125	10/9/2024	REGULATORY/WARNING/GUIDE	1,224.11	1,999.17

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108025	11/26/2024	0013072	AWP SAFETY	40017190	10/23/2024	CUSTOM STREET SIGNS	367.81	367.81
	Voucher:							
108026	11/26/2024	0011669	BDO USA LLP	002320116	10/29/2024	OCT 2024 - BDO USA, LLP ACCO	2,885.00	2,885.00
	Voucher:							
108027	11/26/2024	0010615	BEARCOM	5691172	2/26/2024	LABOR TO PROGRAM CODE ENI	510.00	510.00
	Voucher:							
108028	11/26/2024	0011929	BENNETT-BOWEN & LIGHTHOUS	3031764	8/9/2024	PURCHASE MOST OF THE HARI	390.29	
	Voucher:			3033062	10/25/2024	INVENTORY PO/ SAFETY VEST	431.33	821.62
108029	11/26/2024	0013325	BKF ENGINEERS	24100022	9/30/2024	THRU10/30/23-6/30/24 - DESIGN :	22,789.50	
	Voucher:			24100023	9/30/2024	7/1/24-9/17/24 - DESIGN SERVICI	4,497.00	27,286.50
108030	11/26/2024	0011576	CAL MICROTURBINE, INC.	5315	10/18/2024	CO-GENERATION SYSTEM FOR '	1,915.20	1,915.20
	Voucher:							
108031	11/26/2024	0012885	CANON FINANCIAL SERVICES, IN	36214056	11/11/2024	11/20/24-12/19/24 - PD MONTHLY	337.98	
	Voucher:			36161016	11/8/2024	11/17/24-12/16/24 - MONTHLY LE/	1,558.72	1,896.70
108032	11/26/2024	0006239	CENTRAL FORD	50710	10/21/2024	AUTO PARTS	188.13	
	Voucher:			51182	10/31/2024	AUTO PARTS	752.35	
				50806	10/24/2024	AUTO PARTS FOR UNIT #180	79.84	
				49856	10/3/2024	AUTO PARTS	19.32	
				50694	10/21/2024	AUTO PARTS	79.64	1,119.28
108033	11/26/2024	0012980	CHARTER COMMUNICATIONS	188426601101424	10/14/2024	ACCT# 188426601 - 10/20/24-11/1	134.99	134.99
	Voucher:							
108034	11/26/2024	00004302	CINTAS UNIFORM SERVICES	4208948381	10/21/2024	SHOP TOWEL CLEANING SERVI(	47.32	
	Voucher:			4210380546	11/4/2024	SHOP TOWEL CLEANING SERVI(	48.51	95.83
108035	11/26/2024	00005090	CITY OF PARAMOUNT	9/28/24 WATER	9/28/2024	7/16/24-9/1/24 13652 GARFIELD N	83.32	83.32
	Voucher:							
108036	11/26/2024	0011922	CONCENTRA MEDICAL CENTERS	84795696	10/23/2024	10/18/24-10/22/24 - MEDICAL SEF	424.00	
	Voucher:			84722298	10/16/2024	10/10-10/15/2024 - MEDICAL SER	581.00	
				84578789	10/2/2024	9/25/24 - 9/30/24 - MEDICAL SER\	1,986.00	2,991.00
108037	11/26/2024	0006251	CROWN TROPHY	17577	10/23/2024	TROPHYS	75.43	
	Voucher:			17576	10/23/2024	TROPHYS	68.53	143.96

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108038	11/26/2024	00001423	DAILY JOURNAL CORPORATION	B3864289	10/29/2024	PROOF OF PUBLICATION - NOMI	120.00	
	Voucher:			B3864280	10/24/2024	ADVANCED METERING INFRAST	745.00	
				B3861249	10/17/2024	FY 2024/25 SEWER PIPELINE RE	1,005.00	
				B3863033	10/29/2024	PROOF OF PUBLICATION - NOTI	90.00	
				B3866768	11/7/2024	PROOF OF PUBLICATION - SOUT	320.00	
				B3867364	11/7/2024	PROOF OF PUBLICATION - SOUT	145.00	2,425.00
108039	11/26/2024	00000314	DAPEER ROSENBLIT & LITVAK LL	23756	10/31/2024	THRU 10/31/2024 - LEGAL SERVI	148.00	
	Voucher:			23757	10/31/2024	THRU 10/31/2024 - LEGAL SERVI	300.80	448.80
108040	11/26/2024	0005392	DAVID VOLZ DESIGN	422797R	6/17/2024	THRU 5/31/24 - DESIGN SERVICE	4,134.00	4,134.00
	Voucher:							
108041	11/26/2024	00001560	DEPT OF GENERAL SERVICES	1606997	10/31/2024	AUG 2024 - ADMINISTRATIVE JUI	8,325.00	
	Voucher:			1608195	10/31/2024	SEP 2024 - ADMINISTRATIVE JUI	9,282.50	17,607.50
108042	11/26/2024	00001565	DEPT OF JUSTICE-(DOJ) CENTR/	761121	9/6/2024	AUGUST 2024 - FINGERPRINT AF	384.00	384.00
	Voucher:							
108043	11/26/2024	00003777	DON MILLER & SONS PLUMBING	398973	4/18/2024	PLUMBING SUPPLIES	323.86	323.86
	Voucher:							
108044	11/26/2024	0014768	ELITE ENGINEERS AND ASSOCIA	202410.1	10/5/2024	8/16/24-9/11/24 - PREPARE A BID	7,955.00	7,955.00
	Voucher:							
108045	11/26/2024	00001917	ENTENMANN - ROVIN CO.	0195326	9/24/2024	BADGES REPAIR/REFINISH/REPI	371.00	371.00
	Voucher:							
108046	11/26/2024	0009284	ESCHAT	20240918-17	9/19/2024	ESCHAT ANNUAL GSA AWS - 9/2(	438.72	438.72
	Voucher:							
108047	11/26/2024	0013810	EXECUTIVE MANAGEMENT, SECI	24-467	8/1/2024	7/14/24-7/27/24 - SECURITY FOR	7,230.00	
	Voucher:			24-580	9/29/2024	9/8/24-9/21/24 - SECURITY FOR L	7,230.00	
				24-603	10/12/2024	9/22/24-10/5/24 - SECURITY FOR	7,230.00	
				24-497	8/18/2024	7/28/24-8/10/24 - SECURITY FOR	7,230.00	
				24-542	9/13/2024	8/25/24-9/7/24 - SECURITY FOR L	7,875.00	
				24-517	9/1/2024	8/11/24-8/23/24 - SECURITY FOR	7,140.00	43,935.00
108048	11/26/2024	0010558	FACTORY MOTOR PARTS COMPA	167-182133	10/16/2024	FACTORY AUTO PARTS	294.35	
	Voucher:			21-2967681	10/25/2024	FACTORY AUTO PARTS	58.54	
				12-W22140	10/31/2024	FACTORY AUTO PARTS	394.36	
				12-6201066	10/16/2024	FACTORY AUTO PARTS	198.42	
				12-6212317	10/22/2024	FACTORY AUTO PARTS	27.55	973.22
108049	11/26/2024	0013187	FAST 5 SOUTH GATE 9, LLC	7733	9/30/2024	SEP 2024 CAR WASH SRVS (62	434.00	434.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108050	11/26/2024	0013912	FAST DEER BUS CHARTER, INC.	11768	10/18/2024	10/18/24 - TANAKA FARMS - BUSI	1,725.00	
	Voucher:			11895	11/1/2024	OLD TOWN SAN DIEGO - BUSES	2,300.00	
				11831	10/26/2024	HOLLYWOOD FOREVER EMETEI	1,380.00	5,405.00
108051	11/26/2024	00002026	FEDERAL EXPRESS CORPORATI	8-647-45667	10/11/2024	FEDEX STANDARD OVERNIGHT	15.79	
	Voucher:			8-619-83131	9/13/2024	FEDEX 2 DAY	23.31	
				8-626-55472	9/20/2024	FEDEX STANDARD OVERNIGHT	33.64	
				8-633-32214	9/27/2024	FEDEX 2 DAY & PPD,DOMESTIC	14.19	86.93
108052	11/26/2024	0010625	FLEETCREW / ZIPPY	56854	10/31/2024	SERVICE EMMISION CONTROL S	339.00	339.00
	Voucher:							
108053	11/26/2024	00003770	FLEMING ENVIRONMENTAL INC.	21852	10/16/2024	UNDERGROUND STORAGE TANI	694.54	694.54
	Voucher:							
108054	11/26/2024	0014716	GANDDINI GROUP, INC	19728-3	10/9/2024	THRU 10/9/24 - TRAFFIC IMPACT	13,232.00	13,232.00
	Voucher:							
108055	11/26/2024	0013954	GANNETT FLEMING, INC.	079472-01-2	9/27/2024	THRU 8/23/24-CONST. MNGMNT	18,554.18	
	Voucher:			079172-01-3	10/18/2024	THRU 9/27/24-CONST. MNGMNT	65,622.08	84,176.26
108056	11/26/2024	0006890	GARVEY EQUIPMENT COMPANY	164307	10/24/2024	GROUNDS MAINTENANCE EQUI	119.14	119.14
	Voucher:							
108057	11/26/2024	00000577	GATEWAY CITIES COG	FY24-25 I-710	6/19/2024	FY 2024-2025: LOCAL AGENCY P.	25,000.00	25,000.00
	Voucher:							
108058	11/26/2024	0008691	GATEWAY WATER MANAGEMENT	2025-24	10/9/2024	FY 2024-25 - GWMA ANNUAL MEI	15,000.00	15,000.00
	Voucher:							
108059	11/26/2024	0009465	GEORGE CHEVROLET	178992	10/28/2024	PARTS & SERVICES FOR CHEVY	99.99	
	Voucher:			CTCS468240	10/30/2024	REPLACE ENGINE FLEXPLATE C	3,412.41	3,512.40
108060	11/26/2024	00002890	GRAINGER	9259849132	9/24/2024	VALVE AIR RELEASE	876.22	
	Voucher:			9276955409	10/10/2024	BALL HAMMER STEEL	39.06	915.28
108061	11/26/2024	0013098	GREEN'S DRY CLEANING & LAUN	539225	9/30/2024	SEP 2024 JAIL CLEANING OF BL	880.80	880.80
	Voucher:							
108062	11/26/2024	0011526	HASA, INC.	1001537	10/24/2024	WATER TREATMENT CHEMICALS	1,092.00	
	Voucher:			1001541	10/24/2024	WATER TREATMENT CHEMICALS	1,268.27	
				1001533	10/24/2024	WATER TREATMENT CHEMICALS	1,320.54	
				1001536	10/24/2024	WATER TREATMENT CHEMICALS	935.38	
				1001538	10/24/2024	WATER TREATMENT CHEMICALS	1,337.05	5,953.24

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108063	11/26/2024	00000268	HOME DEPOT CREDIT SERVICES	8360960	11/4/2024	TOOLS FOR WELL 27	437.02	
	Voucher:			9360876	10/24/2024	STREET SUPPLIES - BLOWER	493.90	
				3373692	10/30/2024	STREET SUPPLIES - TARP	315.61	
				5360998	11/7/2024	MISC SUPPLIES	199.08	
				0032792	10/23/2024	MISC SUPPLIES	14.01	
				8373404	9/25/2024	HARDWARE TO HANG BANNERS	94.51	
				1360690	10/2/2024	STREET SUPPLIES	103.73	
				4360770	10/9/2024	STREET SUPPLIES	281.57	
				3373544	10/10/2024	MISC SUPPLIES	27.32	
				6354019	10/17/2024	MISC SUPPLIES	134.19	
				2360851	10/21/2024	MISC SUPPLIES	187.02	
				1373603	10/22/2024	MISC SUPPLIES	121.45	
				1032784	10/22/2024	MISC SUPPLIES	365.19	
				8360879 10/25/20	10/25/2024	MISC SUPPLIES	28.25	
				4373672	10/29/2024	MISC SUPPLIES	142.93	
				4373687	10/29/2024	MISC SUPPLIES	149.04	
				3373698	10/30/2024	MISC SUPPLIES	64.80	
				6360752	10/7/2024	STREET SUPPLIES	226.67	
				6373509	10/7/2024	STREET SUPPLIES	97.39	3,483.68
108064	11/26/2024	0013004	INTERSTATE FLEET MAINTENAN	49164	11/4/2024	ENGINE MAINTENANCE ON UNIT	1,559.75	
	Voucher:			49165	10/29/2024	DIESEL PARTICULATE FILTER CL	1,650.00	3,209.75
108065	11/26/2024	00004578	INTERWEST CONSULTING GROU	798050	10/21/2024	THRU SEPT. 2024 - GARFIELD AV	6,149.00	
	Voucher:			769908	10/17/2024	GRANT WRITING SERVICES FOF	310.00	6,459.00
108066	11/26/2024	00000209	JHM SUPPLY , INC.	368691/1	10/23/2024	SMALL TOOLS	1,230.39	
	Voucher:			100162/3	10/29/2024	SMALL TOOLS	561.53	1,791.92
108067	11/26/2024	0013816	JO GO TOOLS LLC	10012450385	10/1/2024	PROVIDES AUTOMOTIVE SPECI/	58.43	58.43
	Voucher:							
108068	11/26/2024	0005586	JOE A. GONSALVES & SONS	162021	10/24/2024	NOV 2024 - LEGISLATIVE ADVOC	2,500.00	2,500.00
	Voucher:							
108069	11/26/2024	00000430	JOHN L. HUNTER AND ASSOCIAT	SGIUOR12408	10/28/2024	AUGUST 2024 - MANAGEMENT S	2,548.00	
	Voucher:			SG1MS412408	10/28/2024	AUGUST 2024 - NPDES PROGRA	3,820.75	
				SG1IW12408	10/28/2024	AUGUST 2024 - MANAGEMENT S	2,659.25	9,028.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108070	11/26/2024	0011585	JOHNSON CONTROLS FIRE	24391267	10/21/2024	FIRE SUPPRESSION SYSTEM S\	523.14	
	Voucher:			24391271	10/21/2024	FIRE SUPPRESSION SYSTEM S\	361.02	
				24391227	10/21/2024	FIRE SUPPRESSION SYSTEM S\	361.02	
				24391260	10/21/2024	FIRE SUPPRESSION SYSTEM S\	361.02	1,606.20
108071	11/26/2024	0012510	KILEY & ASSOCIATES, LLC	SG 241031	10/31/2024	OCT 2024 - AMEND NO 2 TO CON	3,333.33	3,333.33
	Voucher:							
108072	11/26/2024	00003387	KNORR SYSTEMS, INC.	252812	11/1/2024	POOL CHEMICALS & SUPPLIES F	2,069.56	2,069.56
	Voucher:							
108073	11/26/2024	0007294	KOA CORPORATION	000023055-3	9/27/2024	5/30/24-6/30/24 PROFESSIONAL I	15,237.50	
	Voucher:			000023055-4	10/22/2024	8/31/24-9/24/24 PROFESSIONAL I	34,695.00	
				JC21195-11	9/27/2024	7/27/24-8/30/24 -ENGINEERING S	1,646.50	
				JC11148-27	10/16/2024	SEP 2024 - PROFESSIONAL ENG	7,160.35	58,739.35
108074	11/26/2024	0008150	L.N. CURTIS & SONS	INV868409	9/23/2024	UNIFORM AND ACCESSORIES - I	198.90	198.90
	Voucher:							
108075	11/26/2024	00003540	LA COUNTY DEPT. OF PUBLIC W	RE-PW-24100701	10/7/2024	THRU SEP 2024 - CONTRACT SE	241.49	241.49
	Voucher:							
108076	11/26/2024	0006905	LA COUNTY SHERIFF'S DEPARTM	250397BL	9/12/2024	AUGUST 2024 - INMATE MEAL SE	299.90	299.90
	Voucher:							
108077	11/26/2024	0012590	LA TRUCK & AUTO INC, NAPA AU	6265-303758	10/23/2024	AUTOMOTIVE PARTS	182.11	182.11
	Voucher:							
108078	11/26/2024	0014114	LEE & RO, INC	1249/09	10/24/2024	7/27/24-9/27/24 - SEWER SYSTEM	75,048.50	75,048.50
	Voucher:							
108079	11/26/2024	00004538	LITTLEJOHN-RUELAND CORPOR	10012024	10/1/2024	SEPT. 2024 - SRVS FOR INMATE	100.00	100.00
	Voucher:							
108080	11/26/2024	00003941	M. HARA LAWNMOWER CENTER	51161	10/28/2024	CHAIN SAW REPAIR	197.29	
	Voucher:			51160	10/28/2024	CHAINSAW REPAIR	194.89	392.18
108081	11/26/2024	0014701	M3 OFFICE INC	49186-0	10/30/2024	ADDITIONAL HEIGHT ADJUSTABI	2,230.66	2,230.66
	Voucher:							
108082	11/26/2024	0011433	MARK THOMAS & COMPANY, INC	48298	8/21/2023	7/23/23-7/30/24- CM& INSPECTN	46,640.12	46,640.12
	Voucher:							
108083	11/26/2024	00004060	MCMASTER-CARR SUPPLY CO	35907725	11/4/2024	SPECIALTY HARDWARE FOR GA	99.23	99.23
	Voucher:							
108084	11/26/2024	00004093	MELAD & ASSOCIATES	SG24-33	11/4/2024	OCTOBER 2024 - MELAD & ASSC	22,095.46	
	Voucher:			SG24-34	11/4/2024	OCTOBER 2024 - MELAD & ASSC	6,570.00	
				SG24-35	11/4/2024	OCTOBER 2024 - MELAD & ASSC	8,850.00	37,515.46

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108085	11/26/2024	00003815	MICHELSON LABORATORIES, IN	0707313	10/15/2024	MONTHLY - HETEROTROPHIC	1,135.50	
	Voucher:			0707314	10/15/2024	MONTHLY BILLING - HETEROTR	946.25	2,081.75
108086	11/26/2024	00004236	MIRACLE RECREATION EQUIPME	880965	9/23/2024	REPLACEMENT PARTS FOR GAF	3,686.88	3,686.88
	Voucher:							
108087	11/26/2024	00000447	MISC - BLDG PERMITS	251012 DOMINGL	11/5/2024	REFUND - PERMIT# 0230003007,	5,291.05	5,291.05
	Voucher:							
108088	11/26/2024	00000447	MISC - BLDG PERMITS	250961 SUNRUN	11/5/2024	REFUND - CONTRACTOR CANCE	44.00	44.00
	Voucher:							
108089	11/26/2024	00000170	MISC - PKS & REC REFUND	78593745 - BARR	10/24/2024	REFUND OF DEPOSIT AFTER EV	495.00	495.00
	Voucher:							
108090	11/26/2024	00000170	MISC - PKS & REC REFUND	78433624 - LOS C	10/24/2024	REFUND OF DEPOSIT AFTER EV	495.00	495.00
	Voucher:							
108091	11/26/2024	00000170	MISC - PKS & REC REFUND	70483299 SOUTH	11/6/2024	REFUND OF DEPOSIT AFTER EV	495.00	495.00
	Voucher:							
108092	11/26/2024	00000170	MISC - PKS & REC REFUND	78356210 PACIFI	11/6/2024	REFUND OF DEPOSIT AFTER EV	319.00	319.00
	Voucher:							
108093	11/26/2024	00000170	MISC - PKS & REC REFUND	67468430 FERNA	11/6/2024	REFUND OF DEPOSIT AFTER EV	319.00	319.00
	Voucher:							
108094	11/26/2024	0009426	MV CHENG & ASSOCIATES, INC.	10/31/2024B	11/5/2024	OCT 2024 - SR. FINANCIAL ANAL	12,240.00	
	Voucher:			10/31/2024H	11/1/2024	OCT 2024 - CONSULTANT FOR C	1,375.00	13,615.00
108095	11/26/2024	0011779	NACHO AUTOMOTIVE REPAIR, IN	38508	10/21/2024	VEHICLE SMOG INSPECTION & F	40.00	40.00
	Voucher:							
108096	11/26/2024	00004969	NATIONAL READY MIXED CONCR	916776	9/25/2024	CONCRETE, SAND AND AGGREC	786.23	
	Voucher:			918027	10/3/2024	CONCRETE, SAND AND AGGREC	1,268.02	
				915807	9/17/2024	CONCRETE, SAND AND AGGREC	1,048.35	3,102.60
108097	11/26/2024	0007199	NATIONWIDE	C-2769447- 12/20	10/11/2024	POLICY: C-2769447 FOR OTIS IN	956.14	956.14
	Voucher:							
108098	11/26/2024	0009990	NATURE'S SELECT PET FOOD	194148	8/23/2024	FOOD FOR K-9 CARLO/VARELA	126.12	
	Voucher:			196834	9/20/2024	FOOD FOR K-9 MAILO/VEGA	126.71	
				195508	9/6/2024	FOOD FOR K-9 OTIS/MENDEZ	126.12	378.95
108099	11/26/2024	0010683	NEW CHEF FASHION, INC.	1087310	10/9/2024	UNIFORM, CUSTODY OFFICER L	104.72	
	Voucher:			1085833	9/20/2024	UNIFORM,DISPATCHER Y. CARR	148.76	
				1085832	9/20/2024	UNIFORM,DISPATCHER D. HUNT	38.53	292.01

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108101	11/26/2024	00001414	OFFICE DEPOT	385439943001	10/25/2024	OFFICE SUPPLIES	24.80	
	Voucher:			392570168001	10/24/2024	OFFICE SUPPLIES & TONER	371.48	
				386026579001	10/11/2024	OFFICE DESK CHAIR	365.47	
				389394322001	10/3/2024	OFFICE SUPPLIES	45.18	
				389397459001	10/7/2024	OFFICE SUPPLIES	25.66	
				390179234001	10/10/2024	TONER	884.26	
				390849922001	10/14/2024	INVENTORY PO/ CLEANING SUP	40.81	
				390850219001	10/14/2024	INVENTORY PO/ CLEANING SUP	763.72	
				391348839001	10/24/2024	OFFICE SUPPLIES	35.60	
				390119702001	10/24/2024	HEATER	99.21	
				391349112001	10/28/2024	OFFICE SUPPLIES	57.99	
				392268497001	10/22/2024	OFFICE SUPPLIES	417.55	
				390539088001	10/10/2024	APPLE DEFENDER CASE	108.02	
				390863272001	10/16/2024	OFFICE SUPPLIES	73.69	
				391359388001	10/24/2024	SAMSUNG UNIVERSE CASE	71.98	
				392776659001	10/24/2024	OFFICE SUPPLIES & TONER	211.96	
				389923059001	10/4/2024	DEFENDER PHONE CASE	94.35	
				389148401001	10/10/2024	OFFICE CHAIR ERGONOMIC FOI	1,715.23	
				384199511001	10/28/2024	OFFICE SUPPLIES	280.02	
				389148790001	10/3/2024	OFFICE SUPPLIES	9.05	
				389148794001	10/3/2024	FOOTREST	145.49	
				390493848001	10/9/2024	OFFICE SUPPLIES & TONER	187.79	
				384086845001	10/2/2024	BACK CUSHION	30.98	
				386716394001	10/2/2024	OFFICE SUPPLIES	61.78	
				392504688001	10/24/2024	OFFICE SUPPLIES	105.43	
				389397460001	10/3/2024	OFFICE SUPPLIES	47.35	
				389420838001	10/3/2024	OFFICE SUPPLIES	239.28	
				389888112001	10/3/2024	OFFICE SUPPLIES	72.58	
				389895217001	10/7/2024	OFFICE SUPPLIES	298.63	
				389895502001	10/3/2024	OFFICE SUPPLIES	10.86	
				390828766001	10/10/2024	OFFICE SUPPLIES	88.18	
				390829614001	10/14/2024	OFFICE SUPPLIES	90.78	
				388374679001	10/24/2024	OFFICE SUPPLIES	131.15	
				388518090001	10/25/2024	OFFICE SUPPLIES	87.86	
				384086847001	10/1/2024	CHAIR CUSHION	23.36	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			388762950001	10/24/2024	OFFICE SUPPLIES	56.82	
			386990176001	10/2/2024	OFFICE SUPPLIES	164.02	
			386268547001	10/9/2024	OFFICE SUPPLIES	87.74	
			386268547002	10/14/2024	OFFICE SUPPLIES	15.98	
			387424802001	10/7/2024	OFFICE SUPPLIES	12.56	
			387425046001	10/3/2024	OFFICE SUPPLIES & TONER	505.33	
			389427478001	10/1/2024	OFFICE SUPPLIES	79.37	
			387795811001		CREDIT INV# 389427478001.	-79.37	8,159.98

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108102	11/26/2024	0007984	O'REILLY AUTO PARTS	3063-192553	11/4/2024	AUTO PARTS	55.07	
	Voucher:			3063-187875	10/3/2024	AUTO PARTS	15.41	
				3063-189824	10/16/2024	AUTO PARTS	6.88	
				3063-189751	10/16/2024	AUTO PARTS	110.14	
				3063-189876	10/17/2024	AUTO PARTS	35.64	
				3063-190452	10/21/2024	AUTO PARTS	110.14	
				3063-190445	10/21/2024	AUTO PARTS	235.14	
				3063-190758	10/23/2024	AUTO PARTS	235.14	
				3063-191885	10/30/2024	AUTO PARTS	37.30	
				3063-187424	9/30/2024	AUTO PARTS	143.31	
				3063-189758	10/16/2024	AUTO PARTS	19.83	
				3063-189750	10/16/2024	AUTO PARTS	103.99	
				3063-190949	10/24/2024	AUTO PARTS	123.87	
				3063-191552	10/28/2024	AUTO PARTS	385.20	
				3063-191742	10/29/2024	AUTO PARTS	23.13	
				3063-191933	10/31/2024	AUTO PARTS	95.08	
				3063-187398	9/30/2024	AUTO PARTS	8.53	
				3063-187436	9/30/2024	AUTO PARTS	47.40	
				3063-189617	10/15/2024	AUTO PARTS	67.47	
				3063-188510	10/7/2024	AUTO PARTS	16.55	
				3063-188669	10/8/2024	AUTO PARTS	44.96	
				3063-188880	10/10/2024	AUTO PARTS	61.87	
				3063-189626	10/15/2024	AUTO PARTS	163.88	
				3063-187643	10/2/2024	AUTO PARTS	101.65	
				3063-188469	10/7/2024	AUTO PARTS	174.29	
				3063-188482	10/7/2024	AUTO PARTS	44.25	
				3063-191575	10/28/2024	AUTO PARTS	66.11	
				3063-190923	10/24/2024	AUTO PARTS	337.02	
				3063-192577 11/4/	11/4/2024	AUTO PARTS	52.36	
				3063-192590	11/4/2024	AUTO PARTS	13.22	
				3063-192607	11/4/2024	AUTO PARTS	28.20	
				3063-192629	11/4/2024	AUTO PARTS FOR UNIT #408	69.03	3,032.06
108103	11/26/2024	00000833	P.F. PETTIBONE & CO	186683	11/8/2024	CITY OF SOUTH GATE MINUTE &	737.50	737.50
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108104	11/26/2024	00002769	PARIS LASER PRINTER REPAIR	30111	10/31/2024	PRINTER REPAIR	625.79	625.79
	Voucher:							
108105	11/26/2024	00003673	PD: AMADOR, ROMAN	TNR 144	11/5/2024	AUG. 19-23, 2024 - FBI LEEDA SU	93.80	93.80
	Voucher:							
108106	11/26/2024	00004469	PD: CALIFORNIA POLICE CHIEFS	8809	10/17/2024	MAY 31-JUNE 14, 2024 - EXECUT	11,500.00	11,500.00
	Voucher:							
108107	11/26/2024	0011707	PD: DINH, MARTIN	TNR 155	11/5/2024	SEPT. 22-25, 2024 - MUNICIPAL I	258.06	258.06
	Voucher:							
108108	11/26/2024	00003935	PD: GARCIA, EVELYN	TNR 144	11/5/2024	AUG. 19-23, 2024 - FBI LEEDA SU	93.80	93.80
	Voucher:							
108109	11/26/2024	00003789	PD: MONTERROZA, JOHANNA	TNR 144	11/5/2024	AUG. 19-23, 2024 - FBI LEEDA SU	93.80	93.80
	Voucher:							
108110	11/26/2024	00003556	PD: MUNOZ, ARMANDO	TNR 144	11/5/2024	AUG. 19-23, 2024 - FBI LEEDA SU	93.80	93.80
	Voucher:							
108111	11/26/2024	00004501	PD: SANCHEZ, DAVID	TNR 144	11/5/2024	AUG. 19-23, 2024 - FBI LEEDA SU	93.80	93.80
	Voucher:							
108112	11/26/2024	0013373	PD: VARGAS, GEORGINA	TNR 150	11/5/2024	JULY 15-19, 2024 - INVESTIGATIV	286.28	
	Voucher:			TNR 148	11/5/2024	JULY 1-5, 2024 - CHILD ABUSE IN	119.73	406.01
108113	11/26/2024	00004713	PETTY CASH- PARKS & REC.DEP	9/30/24-10/15/24	9/24/2024	9/30/24-10/15/24 - PETTY CASH	255.88	255.88
	Voucher:							
108114	11/26/2024	00003358	PK: COX, LINDSAY	LCPAGEANT1124	11/4/2024	2025 - MISS SOUTH GATE PAGE/	500.00	500.00
	Voucher:							
108115	11/26/2024	00003720	PK: RODRIGUEZ, BEATRIZE J	78542960	10/29/2024	9/9/24-9/30/24 - OVER EASY	52.14	52.14
	Voucher:							
108116	11/26/2024	0009041	PRES TECH EQUIPMENT COMPA	INV-001093	8/27/2024	COUNTER SENSOR SERVICE	931.96	931.96
	Voucher:							
108117	11/26/2024	0014799	PULIDO, ALBERTO & NANCY	Ref000355232	11/12/2024	UB REFUND CST #00054202 - BA	458.63	458.63
	Voucher:							
108118	11/26/2024	00000416	RAPID-O-PRINT	32233	10/23/2024	PRINT JOB - FAMILY DAY	560.07	
	Voucher:			31107	5/22/2024	2000 #10 WINDOW ENVELOPES	325.24	
				31306	6/24/2024	DOOR HANGERS	75.00	
				32293	10/29/2024	PRINTING	248.06	
				29907	12/20/2023	5K #9 WHITE ENVELOPES, NO W	578.81	
				31960	9/16/2024	ENVELOPES FOR A/P	531.13	
				30484	2/27/2024	PRINTING	132.30	2,450.61

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108119	11/26/2024	0013627	RED WING BRANDS OF AMERICA	20241110109693	11/10/2424	10/10/24-11/10/24 - SAFETY FOO	709.39	709.39
	Voucher:							
108120	11/26/2024	00004773	RET: ALMANZA, JOSEPH A	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	167.79	167.79
	Voucher:							
108121	11/26/2024	0008275	RET: AROCHA, FRANCIS X.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
108122	11/26/2024	00001840	RET: BLASKA, WILLIAM MIKE	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
108123	11/26/2024	00004776	RET: CARTER, LLOYD B	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
108124	11/26/2024	00000495	RET: CHAVEZ, ANTHONY A	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
108125	11/26/2024	0014800	RET: CHAVEZ, CELESTE	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
108126	11/26/2024	0006505	RET: CORBET, RONALD	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
108127	11/26/2024	00004777	RET: DAY, ROBERT A	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
108128	11/26/2024	0008746	RET: DELEON, RUBEN	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
108129	11/26/2024	0011326	RET: GALVAN, RAY A.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
108130	11/26/2024	0006508	RET: GOMEZ, JOSEPH C.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
108131	11/26/2024	0010881	RET: KOOPMANS, WILLIAM O.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
108132	11/26/2024	0010410	RET: LEO, FRANK	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
108133	11/26/2024	00003833	RET: MOOMEY, STEVEN	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	518.00	518.00
	Voucher:							
108134	11/26/2024	00003798	RET: RANGEL, ARMANDO	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
108135	11/26/2024	00000458	RET: SEWELL, ELAINE	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108136	11/26/2024	00000459	RET: SEWELL, KENNETH R	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
108137	11/26/2024	00002735	ROADLINE PRODUCTS, INC. USA	20715	11/6/2024	PAINT SUPPLIES	1,966.86	
	Voucher:			20546	9/25/2024	BEADS	1,984.50	
				20619	10/8/2024	SEAT AND BELT	781.95	4,733.31
108138	11/26/2024	0009447	RWC GROUP	XA301190610:01	10/31/2024	SERVICE HEAVY DUTY TRUCK A	289.49	289.49
	Voucher:							
108139	11/26/2024	00004821	S & J SUPPLY COMPANY, INC.	S100237304.01	9/10/2024	MTR COUPLING	382.60	382.60
	Voucher:							
108140	11/26/2024	00000322	SAM'S CLUB	007858	10/28/2024	MISC SUPPLIES	634.53	634.53
	Voucher:							
108141	11/26/2024	0007050	SANTA ANA COLLEGE	41413	10/18/2024	3/11/24-3/30/24 - ORANGE COUN	460.00	
	Voucher:			41415	10/18/2024	4/1/24-9/23/24 - ORANGE COUNT	5,428.00	5,888.00
108142	11/26/2024	0014767	SC FUELS	2743455-IN	10/28/2024	INVENTORY PO/ BARE BRICK	2,467.25	2,467.25
	Voucher:							
108143	11/26/2024	00004829	SCMAF	103124/SGATE	10/31/2024	CONTRACT CLASSES & YOUTH	1,655.50	1,655.50
	Voucher:							
108144	11/26/2024	0010623	SECTRAN SECURITY INC.	24110609	11/7/2024	NOV 2024 - SECTRAN - ARMORE	402.82	402.82
	Voucher:							
108145	11/26/2024	00004338	SEQUEL CONTRACTORS INC	637-1	9/30/2024	8/26/24-9/30/24 - CONSTRUCTIOI	755,694.82	755,694.82
	Voucher:							
108146	11/26/2024	0012588	SHI	B18949564	10/21/2024	KNOWBE4 SECURITY AWARENE	24,909.25	24,909.25
	Voucher:							
108147	11/26/2024	00004857	SMITH FASTENER COMPANY	0052642	10/16/2024	SPECIALTY HARDWARE FOR GA	798.96	798.96
	Voucher:							
108148	11/26/2024	0012098	SO CAL COMPTON PIPE SUPPLY	1809	10/15/2024	POLYWRAP AND EZ GRIP GLANI	415.36	
	Voucher:			1826	10/29/2024	VARIOUS WATER PARTS	383.81	
				1831	10/29/2024	VARIOUS WATER PARTS	680.00	1,479.17
108149	11/26/2024	00004181	SOFTWARE SECURITY SOLUTIOI	46561	9/26/2024	ESET PROTECT COMPLETE, SEI	6,150.43	6,150.43
	Voucher:							
108150	11/26/2024	00005096	SOUTH COAST A.Q.M.D.	4428271	10/1/2024	FACILITY ID: 144679 - I C E (>500	541.04	
	Voucher:			4431390	10/1/2024	FACILITY ID: 144679 - FLAT FREE	165.96	707.00
108151	11/26/2024	0013159	SOUTH GATE TRUCK PART INC.	139182	10/14/2024	TRUCK AND TRAILERS PARTS	42.92	
	Voucher:			139488	10/23/2024	TRUCK AND TRAILERS PARTS	192.51	
				139018	10/9/2024	TRUCK AND TRAILERS PARTS	8.80	244.23

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108152	11/26/2024	00004908	STATUS ONE MEDICAL INC	69417	10/17/2024	RESTOCK FIRST AID SUPPLIES	156.83	156.83
	Voucher:							
108153	11/26/2024	0013585	STERICYLE, INC.	8008277804	8/31/2024	AUG 2024 SHREDDING OF DOCU	128.65	128.65
	Voucher:							
108154	11/26/2024	0010400	T.E ROBERTS, INC	5543	9/30/2024	UNITARY BILLING # 3 - AUTOMAT	74,445.80	74,445.80
	Voucher:							
108155	11/26/2024	00004921	TARGET SPECIALTY PRODUCTS	INVP501640898	9/11/2024	EQUIPMENT	113.83	
	Voucher:			INVP501605751	8/8/2024	SUPPLIES	34.13	
				INVP501589528	8/7/2024	ROUNDUP	521.25	669.21
108156	11/26/2024	0014406	TEC OF CALIFORNIA INC	1473373L	10/31/2024	TRUCK PARTS AND SERVICE	86.00	86.00
	Voucher:							
108157	11/26/2024	0009039	TETRA TECH	52324751	10/22/2024	DESIGN SERVICES FOR PFAS S'	6,220.00	6,220.00
	Voucher:							
108158	11/26/2024	0009659	THE LIFEGUARD STORE	INV001427261	6/10/2024	LIFEGUARD GEAR AND EQUIPM	891.91	891.91
	Voucher:							
108159	11/26/2024	0008109	THE ORIGINAL GOODIE'S UNIFOI	18112	9/26/2024	UNIFORM AND ACCESSORIES - I	425.73	425.73
	Voucher:							
108160	11/26/2024	00003851	THOMSON REUTERS	850851744	10/1/2024	SEP 2024 - WEST INFORMATION	759.00	
	Voucher:			850707191	9/1/2024	AUG 2024 - WEST INFORMATION	759.00	1,518.00
108161	11/26/2024	00003438	TRANS UNION-SOUTHERN CALI	I09403417	9/25/2024	CREDIT CHECK PERIOD: 8/26/22	41.79	41.79
	Voucher:							
108162	11/26/2024	00000493	U.S. BANK	7446219	8/23/2024	ACCT#210736100 - SA-2014A ADI	1,000.00	
	Voucher:			7446220	8/23/2024	ACCT#210737100 - SA-2014A ADI	1,000.00	2,000.00
108163	11/26/2024	00004964	UNDERGROUND SERVICE ALERT	24-251291	11/1/2024	DIG ALERTS - MONTHLY BILLABI	180.29	
	Voucher:			1020240204	11/1/2024	DIG ALERTS - NEW TICKET CHAI	614.95	795.24
108164	11/26/2024	0013792	UNIFIRST CORPORATION	CSG1024	11/5/2024	OCT 2024 - PROCUREMENT OF (	4,878.16	4,878.16
	Voucher:							
108165	11/26/2024	0007863	UNION PACIFIC RAILROAD COMF	90139827	10/11/2024	5/6/24-6/2/24 - GARFIELD AVENUI	626.86	626.86
	Voucher:							
108166	11/26/2024	0005750	UNITED INDUSTRIES	235520	10/28/2024	INVENTORY PO/NITRILE GLOVE:	230.45	230.45
	Voucher:							
108167	11/26/2024	00004975	US ARMOR	47734	10/8/2024	VEST- ENFORCER CONCEALABI	927.10	927.10
	Voucher:							
108168	11/26/2024	00001848	VERIZON WIRELESS	9976899093	10/21/2024	ACCT# 870804337-00001 - SEP 2:	3,884.42	3,884.42
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108169	11/26/2024	0014729	VITAL RECORDS HOLDING,LLC	4595383	10/31/2024	STORAGE SERVICES FOR ADMII	334.44	334.44
	Voucher:							
108170	11/26/2024	00004353	VORTEX INDUSTRIES, INC	07-1764925	9/18/2024	REPAIRS FOR WOOD DOOR IN A	2,947.50	2,947.50
	Voucher:							
108171	11/26/2024	00002634	VULCAN MATERIALS COMPANY	2041035	10/21/2024	ASPHALT & ENVIRONMENTAL FE	248.65	
	Voucher:			2063144	10/23/2024	ASPHALT, BASE, EMULSION PRC	249.84	
				495609	10/31/2024	FINANCE CHARGES	37.54	
				2079779	10/28/2024	ASPHALT, BASE, EMULSION PRC	366.91	
				2120585	10/30/2024	ASPHALT & ENVIRONMENTAL FE	247.47	
				1909115	9/30/2024	ASPHALT, BASE, EMULSION PRC	129.21	
				1915969	10/4/2024	ASPHALT, BASE, EMULSION PRC	126.84	
				2019860	10/18/2024	ASPHALT, BASE, EMULSION PRC	246.29	
				2019911	10/18/2024	ASPHALT, BASE, EMULSION PRC	1,143.34	
				1824980	9/20/2024	ASPHALT, BASE, EMULSION PRC	246.29	
				1895099	9/30/2024	ASPHALT, BASE, EMULSION PRC	128.03	
				1953504	10/9/2024	ASPHALT, BASE, EMULSION PRC	248.65	
				1963917	10/11/2024	ASPHALT, BASE, EMULSION PRC	363.36	
				1825079	9/20/2024	ASPHALT, BASE, EMULSION PRC	363.36	4,145.78
108172	11/26/2024	0014146	W.G. ZIMMERMAN ENGINEERING	24-06-514	7/2/2024	JUNE 2024 - STAFF AUGMENTAT	17,600.00	
	Voucher:			24-05-492	6/7/2024	LEGACY AND TWEEDY SCHOOL	16,620.00	
				24-03-438	4/5/2024	THRU MAY 2024 - LEGACY AND T	814.00	35,034.00
108173	11/26/2024	00002593	WAXIE'S SANITARY SUPPLY	82833933	10/31/2024	JANITORIAL SUPPLIES	1,205.91	1,205.91
	Voucher:							
108174	11/26/2024	0009132	WCT PRODUCTS	W17165	10/29/2024	PIPELINE LOCATION EQUIPMEN	5,511.66	5,511.66
	Voucher:							
108175	11/26/2024	0010476	WECK LABORATORIES INC	W4J1732	10/28/2024	WATER QUALITY SAMPLING - W/	240.00	
	Voucher:			W4J1995	10/31/2024	WATER QUALITY SAMPLING - W/	640.00	
				W4J1994	10/31/2024	WATER QUALITY SAMPLING - W/	40.00	
				W4J1220	10/18/2024	WATER QUALITY SAMPLING - W/	135.00	1,055.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108176	11/26/2024	00000032	WEST COAST MAILERS	11756	10/29/2024	JOB # 8-116: CYCLE 3 - 6/27/24-7/	2,568.98	
	Voucher:			11757	10/29/2024	JOB # 8-113: CYCLE 2 - 6/25/24-7/	1,899.69	
				11758	10/29/2024	JOB # 8-110: CYCLE 1 - 6/18/24-7/	1,350.46	
				11759	10/29/2024	JOB # 8-106: CYCLE 10 - 7/01/24-	189.77	
				11760	10/29/2024	JOB # 8-123: CYCLE 5 - 7/03/24-8.	2,711.63	
				11761	10/29/2024	JOB # 8-130: CYCLE 7 - 7/11/24-8/	2,365.39	
				11762	10/29/2024	JOB # 10-114: CYCLE 1 - 8/16/24-	3,211.67	
				11478	10/23/2023	THRU 10/23/23 - CONSTRUCTION	880.68	
				11763	10/29/2024	JOB# 8-104: WASTE SORTING IN	64.00	
				11765	10/29/2024	JOB # 9-100: CYCLE 10 - 8/01/24-	98.00	
				11766	10/29/2024	JOB # 9-111: CYCLE 1 - 7/17/24-8/	3,202.75	
				11767	10/29/2024	JOB # 9-117: CYCLE 3 - 7/25/24-8/	2,564.52	
				11768	10/29/2024	JOB # 9-125: CYCLE 5 - 8/06/24-9.	2,714.60	
				11769	10/29/2024	JOB # 10-101: CYCLE 10 - 9/01/24	189.77	
				11770	10/29/2024	JOB # 9-131: CYCLE 7 - 8/13/24-9.	2,362.42	
				11764	10/29/2024	JOB # 7-124: CYCLE 7 - 6/12/24-7.	2,756.95	29,131.28
108177	11/26/2024	0007074	WEST COAST SAND & GRAVEL IN	767683	9/18/2024	CLEANING OIL SPILLS, PARK EV	296.88	
	Voucher:			3332	10/24/2024	BEES IN METER AT 8945 GARDE	250.00	546.88
108178	11/26/2024	00000561	WESTERN EXTERMINATOR COM	68665752	10/31/2024	GOPHER CONTROL AT HOLLYD/	1,950.00	
	Voucher:			68661198	10/9/2024	GOPHER CONTROL AT HOLLYD/	375.00	2,325.00
108179	11/26/2024	0011968	WEX BANK	100832877	11/7/2024	11/6/24 CLOSING DATE: SHELL (	904.69	904.69
	Voucher:							
108180	11/26/2024	00001280	WILLDAN	010-58817	6/28/2024	FY 2024/25 - STREET LIGHTING /	4,298.00	
	Voucher:			006-26338	9/25/2023	THRU 9/25/24 - HYDROLOGY ANI	16,000.00	
				00420734	10/22/2024	THRU 9/27/24 - WATER MAIN REI	9,042.00	
				010-57493	2/5/2024	FY 2023/24 - STREET LIGHTING /	4,153.70	
				010-55102	6/30/2023	FY 2023/24 - STREET LIGHTING /	3,653.70	
				00339449	8/16/2024	THRU 7/26/24 - CIP PROJECT MA	4,420.00	
				00339447	8/16/2024	THRU 7/26/24 - CIP PROJECT MA	24,180.00	
				00339448	8/16/2024	THRU 7/26/24 - CIP PROJECT MA	8,320.00	74,067.40
108181	11/26/2024	0014203	WILLIAMS SCOTSMAN, INC.	9022116291	10/9/2024	YEAR 2 OF 2 - RENTAL OF MOBII	1,816.79	1,816.79
	Voucher:							
108182	11/26/2024	0006745	XTREME AUTOBODY	3136	10/1/2024	ACCIDENT DAMAGE REPAIRS TO	4,316.90	4,316.90
	Voucher:							

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
108183	11/26/2024	00003442	YOUNGBLOOD & ASSOCIATES, I	2358A- 10/03/24	10/3/2024	PRE-EMPLOYMENT POLYGRAPH	300.00	300.00
	Voucher:							
108184	11/26/2024	00000062	ZIEGLER'S HARDWARE& SUPPLY	2018	10/7/2024	MISC HARDWARE	12.12	
	Voucher:			2097	10/29/2024	SAW BLADE AND BRASS COUPL	41.86	
				2044 - 10/17/24	10/17/2024	PIPE CUTTER, SPRAY PAINT	111.26	
				2081 - 10/24/24	10/24/2024	FITTINGS FOR CHLORINE PUMP	28.25	
				2124	11/4/2024	KEYS, BITS	15.38	
				2114	11/1/2024	MISC HARDWARE - PLUG	4.40	
				2109	10/31/2024	MISC HARDWARE - FLUIDMASTE	25.35	
				3966	10/17/2024	VARIOUS WATER PARTS FOR UI	206.09	444.71
108185	11/26/2024	00000063	ZUMAR INDUSTRIES INC	9873	10/30/2024	PIPES	1,037.48	1,037.48
	Voucher:							
8312024	8/31/2024	00004309	AMERIFLEX	08312024	8/31/2024	JUL 2024 - ACH DEBITS BMO	2,506.47	2,506.47
	Voucher:							

Sub total for BANK OF THE WEST: 1,696,634.04

265 checks and 1 wire transfer in this report.

Grand Total All Checks and Wire Transfers: 1,696,634.04

Void Checks

Bank code: botw

Check #	Date
108100	11/26/2024

Bank code: efbotw

(none)

Bank : botw BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2820	10/10/2024	00004708	PERS HEALTH PLAN	Ben353340	10/10/2024	MEDICAL HMO ANTHEM SELECT	471,816.04	471,816.04
	Voucher:							
2833	11/7/2024	00004836	SEIU LOCAL 721 CTW CLC-23900	Ben354881	11/7/2024	SEIU DUES: PAYMENT	2,913.28	2,913.28
	Voucher:							
2834	11/7/2024	00002370	INTERNAL REVENUE SERVICE	Ben354883	11/7/2024	MEDICARE: PAYMENT	178,080.71	178,080.71
	Voucher:							
2836	11/7/2024	00000343	PUBLIC EMPLOYEES RETIREMEI	Ben354887	11/7/2024	MILITARY SERVICE CREDIT: PAY	289,929.28	289,929.28
	Voucher:							
2837	11/7/2024	00001186	EMPLOYMENT DEVELOPMENT D	Ben354889	11/7/2024	SDI: PAYMENT	61,011.67	61,011.67
	Voucher:							
2838	11/7/2024	00000004	NATIONWIDE RETIREMENT SOLU	Ben354891	11/7/2024	DEF COMP NATIONWIDE: PAYME	70,625.97	70,625.97
	Voucher:							
2839	11/7/2024	00004996	SEIU-COPE LOCAL 721, LA/OC CI	Ben354893	11/7/2024	SEIU- COPE LOCAL 721 DEDUCT	54.01	54.01
	Voucher:							
2840	11/7/2024	00004988	CHILD SUPPORT ON-LINE, STATE	Ben354895	11/7/2024	CHILD SUPPORT-ONLINE: PAYMI	1,036.12	1,036.12
	Voucher:							

Sub total for BANK OF THE WEST: 1,075,467.08

8 wire transfers in this report.

Grand Total All Checks and Wire Transfers: 1,075,467.08

Bank : efbotw BANK OF THE WEST EFT

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4231	11/26/2024	0012466	RET: ADAMS, PAUL L.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,299.14	1,299.14
	Voucher:							
4232	11/26/2024	0005570	RET: ALONZO, ANTHONY	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	739.30	739.30
	Voucher:							
4233	11/26/2024	0014715	RET: ANDERSON, KENNETH R.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4234	11/26/2024	0012843	RET: AUSTIN, BYRON A.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,413.56	1,413.56
	Voucher:							
4235	11/26/2024	0005813	RET: AVILA, VINCENT	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4236	11/26/2024	0013775	RET: AVILES, OMAR ADOLFO	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4237	11/26/2024	0014366	RET: BARKER, RILEY M.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4238	11/26/2024	0012982	RET: BONILLA CLAYTON, YADIRA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4239	11/26/2024	00001265	RET: BRASSFIELD, CHARLES R	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4240	11/26/2024	0006324	RET: BURBACH, MAUREEN	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4241	11/26/2024	0012844	RET: CAMACHO, EDWARD	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4242	11/26/2024	00000817	RET: CHRIST, DOUGLAS F	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4243	11/26/2024	00003408	RET: DAMRON, ROGER V	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4244	11/26/2024	0014404	RET: DAVILA, PAULITA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4245	11/26/2024	0013163	RET: DAVIS, RANDALL JOHN	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,196.68	1,196.68
	Voucher:							
4246	11/26/2024	00001776	RET: EADE, JOANN	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	167.79	167.79
	Voucher:							
4247	11/26/2024	00003973	RET: EADS, KENNETH P.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	739.30	739.30
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4248	11/26/2024	00003853	RET: FANNIN, ZONA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4249	11/26/2024	0008820	RET: FERNANDEZ, CARLOS	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4250	11/26/2024	00004403	RET: FIELD, GARY	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4251	11/26/2024	0006507	RET: FIGUEROA, GLORIA A.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4252	11/26/2024	0013564	RET: FLAD, MICHAEL	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,339.68	1,339.68
	Voucher:							
4253	11/26/2024	00000605	RET: FORRESTER, BOB L	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4254	11/26/2024	0005355	RET: GALBREATH, RUSSELL	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	291.15	291.15
	Voucher:							
4255	11/26/2024	0011186	RET: GAMBOA, OSCAR	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4256	11/26/2024	00000496	RET: GEORGE, RONALD P	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4257	11/26/2024	00001660	RET: GOMEZ, RANDOLPH	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4258	11/26/2024	0013121	RET: GONZALES, LORETTA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4259	11/26/2024	00003940	RET: GONZALEZ, HIRAM	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4260	11/26/2024	0006328	RET: GUTIERREZ, MANUEL	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4261	11/26/2024	0006510	RET: HERNANDEZ, MARIA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4262	11/26/2024	0006329	RET: HOMSHER, HUGH	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4263	11/26/2024	0013216	RET: HUFFMAN, EDWARD RAYM(	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4264	11/26/2024	0012845	RET: HUGAR L., JAMES	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4265	11/26/2024	00004784	RET: HUNTRODS, RICHARD F	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	239.00	239.00
	Voucher:							
4266	11/26/2024	0009521	RET: HUPP, KEITH	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4267	11/26/2024	0008058	RET: INMAN, RONALD	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4268	11/26/2024	00004785	RET: IRISH, TERRY F	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4269	11/26/2024	0011110	RET: JOHNSON, GERALD	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4270	11/26/2024	00004787	RET: KENNEDY, GARY E	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4271	11/26/2024	0005356	RET: KEY, ANDREW	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4272	11/26/2024	0011111	RET: KOOMEN, SHERI L.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4273	11/26/2024	0009946	RET: LEFEVER, STEVEN A.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	200.00	200.00
	Voucher:							
4274	11/26/2024	00004789	RET: LILLEY, RAYMOND E	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4275	11/26/2024	0012707	RET: LLOYD, BRUCE W.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4276	11/26/2024	0012927	RET: LONG, PENG	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4277	11/26/2024	0005633	RET: LOPEZ, ALFONSO	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	590.37	590.37
	Voucher:							
4278	11/26/2024	0006511	RET: LOPEZ, RAMON A.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4279	11/26/2024	0009453	RET: LOPEZ, VERONICA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4280	11/26/2024	0013398	RET: MARIN, SANDRA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4281	11/26/2024	0007656	RET: MATSUKIYO, DAVID	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4282	11/26/2024	0014276	RET: MCEVILLY, DEBORAH	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4283	11/26/2024	0013777	RET: MONTANEZ JR., ABELINO	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4284	11/26/2024	00003328	RET: MOSBY, DOROTHEA S	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	167.79	167.79
	Voucher:							
4285	11/26/2024	0011895	RET: MUNOZ, ALFREDO	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4286	11/26/2024	00003239	RET: NASSAR, SAMI R	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	200.00	200.00
	Voucher:							
4287	11/26/2024	0014639	RET: O'MALLEY, DEREK	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4288	11/26/2024	0012468	RET: ORTIZ, JULIAN	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	708.41	708.41
	Voucher:							
4289	11/26/2024	0012467	RET: PATINO, IGNACIO M.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4290	11/26/2024	0011522	RET: PELLERIN, ROBERT	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4291	11/26/2024	00005237	RET: PEREZ, SUSAN	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4292	11/26/2024	0010733	RET: PIXLER, DAVID	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,422.62	1,422.62
	Voucher:							
4293	11/26/2024	00004794	RET: POWELL, ROBERT K.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4294	11/26/2024	0006326	RET: RAMIREZ, VIRGINIA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4295	11/26/2024	0006327	RET: RASCO, ANGELA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4296	11/26/2024	0011967	RET: RIVERA, FRANK J.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	747.95	747.95
	Voucher:							
4297	11/26/2024	0011978	RET: RIVERA, HANNAH TELLEZ-C	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	747.95	747.95
	Voucher:							
4298	11/26/2024	0012837	RET: RODRIGUEZ, ANNA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4299	11/26/2024	0012682	RET: RUIZ, NELLIE	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4300	11/26/2024	0011112	RET: SALDIVAR, MARIO M.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4301	11/26/2024	0013274	RET: SAUCEDO NEVAREZ, LUIS M	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4302	11/26/2024	0009865	RET: SCHRADER, GEORGE R.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,245.00	1,245.00
	Voucher:							
4303	11/26/2024	0011521	RET: SCOTT, DAVID	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4304	11/26/2024	0013273	RET: SEKIYA, JONATHAN M	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4305	11/26/2024	0006513	RET: SHETTER, RANDOLPH M.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4306	11/26/2024	00000869	RET: SMITH, CHARLES R	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4307	11/26/2024	00004796	RET: SPEELMAN, PATRICIA L	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4308	11/26/2024	00002147	RET: SPROWLS, KENNETH C	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4309	11/26/2024	0008313	RET: SULLIVAN, DARREN	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4310	11/26/2024	0006512	RET: TATTI, WILLIAM P.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4311	11/26/2024	0012960	RET: TAYLOR, TOM C.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4312	11/26/2024	0014457	RET: TEEPLES, JAMES	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							
4313	11/26/2024	0014524	RET: TIMOTEO, VINEULA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4314	11/26/2024	0005357	RET: TODD, ROBERT M.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	616.10	616.10
	Voucher:							
4315	11/26/2024	0014403	RET: TORRES, DAVID E	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	200.00	200.00
	Voucher:							

Bank : efbotw BANK OF THE WEST EFT (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
4316	11/26/2024	0012959	RET: TREJO, RAMONA M	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4317	11/26/2024	0014379	RET: URTEZ, YOLANDA	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4318	11/26/2024	00003573	RET: VAN LIEROP, MARTIN G	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	291.15	291.15
	Voucher:							
4319	11/26/2024	0013776	RET: VARGAS, ALEX J.	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	300.00	300.00
	Voucher:							
4320	11/26/2024	00003959	RET: WADE, RICHARD	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	291.15	291.15
	Voucher:							
4321	11/26/2024	0007655	RET: WELLS, GREGORY	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	708.41	708.41
	Voucher:							
4322	11/26/2024	00004379	RET: WHALEN, HARVEY	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	150.00	150.00
	Voucher:							
4323	11/26/2024	00000498	RET: WILLIAMS, GALE M	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	250.00	250.00
	Voucher:							
4324	11/26/2024	0008821	RET: WILLIAMS, TIMOTHY	NOV 2024	11/6/2024	NOV 2024- RETIREE MEDICAL IN	1,435.98	1,435.98
	Voucher:							

Sub total for BANK OF THE WEST EFT: 57,154.06

94 EFTs in this report.

Grand Total All EFTs: 57,154.06

WARRANT REGISTER SUMMARY
CITY COUNCIL MEETING OF 11/26/2024

TOTAL PART I - PREPAID CHECKS (11/6/2024)		595,316.27
TOTAL PART II - PAYROLL-RELATED CHECKS		57,080.33
TOTAL PART III - PREPAID CHECKS (11/13/2024)		589,461.45
TOTAL PART IV - ACCOUNTS PAYABLE CHECKS & WIRE TRANSFERS		1,696,634.04
TOTAL PART V- PAYROLL-RELATED WIRE TRANSFERS		1,075,467.08
TOTAL PART VI - ACCOUNTS PAYABLE EFTs		57,154.06
	SUB - TOTAL	4,071,113.23
LESS: VOIDS		0.00
LESS: EMPLOYEE PAYROLL DEDUCTIONS		(424,235.65)
	GRAND TOTAL	3,646,877.58

SOUTH GATE CITY COUNCIL
WARRANT APPROVAL AND CANCELLATION

Warrant Number 107984 to Warrant Number 108185 inclusive, plus WireTransfers and EFTs totaling $3,646,877.58 as listed on the accompanying Accounts Payable Warrant Register of NOVEMBER 26, 2024 are approved as presented, ith the exception of the following voided and replacement warrants:

Voided Check Number	Vendor	Check Date	Amount	Reason for Void or Replacement
108100	OFFICE DEPOT	11/26/2024	$0.00	A PORTION OF THE REMITTANCE DETAIL FOR THE VENDOR CARRIED OVER TO CHECK# 108101
	TOTAL OF VOIDED CHECKS		**$0.00**	
106300	WATERWISEPRO TRAINING LLC	6/25/2024	$4,500.00	LOST IN MAIL. ISSUED REPLACEMENT CHECK# 108000
	*** TOTAL OF REPLACEMENT CHECKS**		**$4,500.00**	

* Replacement checks reported in previous warrant registers have no impact to the grand total.

DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on NOVEMBER 26, 2024 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above warrants, wire transfers & ETFs, as approved.