

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, October 28, 2025

6:00 p.m.

City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Arturo Flores
Mayor

Eduardo “Eddie” Martinez
Vice Mayor

Jonathan A. Sanabria
Council Member



Karina Macias
Council Member

Nancy Martiz
Council Member

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

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

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

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and

CITY COUNCIL MEETING AGENDA

decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

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

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

PUBLIC COMMENT

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

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

ADDITIONS/DELETIONS TO AGENDA

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

IMPORTANT NOTICE

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

CALL TO ORDER**INVOCATION****PLEDGE OF ALLEGIANCE****ROLL CALL**

Mayor Arturo Flores
Vice Mayor Eduardo "Eddie" Martinez
Council Member Jonathan A. Sanabria
Council Member Karina Macias
Council Member Nancy Martiz

COMMUNITY PRESENTATION(S) AND ANNOUNCEMENTS**1. RECOGNITION OF FRIENDS OF THE LIBRARY FOR ONGOING COMMUNITY CONTRIBUTIONS****PUBLIC COMMENT**

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

CONSENT CALENDAR

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

CITY CLERK**1. CITY COUNCIL MEETING MINUTES**

IT IS RECOMMENDED THAT CITY COUNCIL:

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

1. Regular City Council Meeting held September 23, 2025

FINANCE

2. WARRANT REGISTERS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated October 22, 2025

END OF CONSENT CALENDAR

PUBLIC HEARING(S)

1. TRANSITION TO BY-DISTRICT ELECTIONS SYSTEM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Receive and file a presentation by National Demographics Corporation on Federal Voter Rights Act and California Voter Rights Act requirement for transitioning to by-district elections, along with demographics data for the City of Huntington Park

ORDINANCES AND RESOLUTIONS

CITY MANAGER

1. CONSIDERATION AND APPROVAL OF RESOLUTION AMENDING THE SALARY RANGES FOR THE ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT AND ASSISTANT CHIEF OF POLICE (SALARY GRID 228, NON-REPRESENTED COMPENSATION PLAN)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution amending the salary ranges for the classifications of Assistant Director of Community Development and Assistant Chief of Police, aligning both to Salary Grid 228 under the Non-Represented Compensation Plan (2023–2033); and
2. Authorize the City Manager to take any necessary steps to effectuate the intent of the City Council's action, including updating the City's Classification and Salary Plan and implementing administrative measures essential to carry out this amendment.

COMMUNITY DEVELOPMENT

2. APPROVAL OF CITY MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST JOINT POWERS AUTHORITY

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a Resolution approving the City's execution of the Joint Exercise of Powers Agreement to join the Gateway Cities Affordable Housing Trust; and
2. Authorize the City Manager to execute the Gateway Cities Affordable Housing Trust Joint Exercise of Powers Agreement in the form acceptable to the City Attorney; and
3. Authorized payment of the City's membership fees in the amount of \$15,000 for FY 2024-25 and \$15,465 for FY 2025-26, for a total of \$30,465.

END OF ORDINANCES AND RESOLUTIONS

STUDY SESSION

1. Automated License Plate Reader Technology Presentation and discussion

REPORTS AND INFORMATIONAL ITEMS

2. AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR COMMUNITY DEVELOPMENT DIRECTOR

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the City Manager's recommendation of Louis Morales to serve as the City's Community Development Director; and
2. Approve and authorize the City Manager to execute a five-year employment agreement with Mr. Morales, consistent with the City's compensation and benefit practices for executive management employees.

COMMUNICATIONS

3. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT WITH FUERZA FOUNDATION FOR THE ORGANIZATION AND PRODUCTION OF THE 2025 HOLIDAY PARADE

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to negotiate and enter into an agreement with Fuerza Foundation for the organization and production of the 2025 holiday parade.

POLICE DEPARTMENT

4. CONSIDERATION AND APPROVAL TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$55,000 FROM THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT YEAR 2024, AND TO APPROVE THE SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING AUTHORIZATION TO UTILIZE THESE FUNDS FOR THE PURCHASE OF POLICE EQUIPMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Accept the reimbursable grant funding in the amount of \$55,000; and
2. Approve a budget appropriation in the amount of \$55,000 for the purchase of Mobile Data Computers (MDCs) for the police department; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Chief of Police to purchase the equipment.

PUBLIC WORKS

5. CONSIDERATION AND APPROVAL TO AWARD CONTRACT FOR MUNICIPAL ENGINEERING SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve a Professional Services Agreement (PSA) with Transtech Engineers, Inc. for Municipal Engineering Services; and
2. Authorize the City Manager to execute the PSA.

6. CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL SERVICES PROFESSIONAL SERVICES AGREEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the Professional Services Agreement (PSA) with Ultimate Maintenance Services for Janitorial Services; and
2. Authorize the City Manager to execute the professional services agreement.

FINANCE

7. FISCAL YEAR 2025-26 Q1 BUDGET REVIEW OF THE CITY'S OPERATING BUDGET

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the FY 2025-2026 Q1 Budget Status Report

END OF REPORTS AND INFORMATIONAL ITEMS

DEPARTMENTAL REPORTS

COUNCIL COMMUNICATIONS

Council Member Nancy Martiz

Council Member Karina Macias

Council Member Jonathan A. Sanabria

Vice Mayor Eduardo “Eddie” Martinez

Mayor Arturo Flores

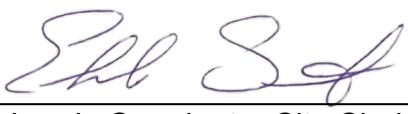
CLOSED SESSION

None

ADJOURNMENT

The City of Huntington Park City Council will adjourn the meeting to a Regular Meeting on Tuesday, November 11, 2025 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 23rd day of October 2025.



Eduardo Sarmiento, City Clerk

CONSENT CALENDAR

ITEM 1

CITY COUNCIL MEETING MINUTES

Tuesday Meeting of the
City of Huntington Park City Council
Sunday, September 28, 2025

The special meeting of the City Council of the City of Huntington Park, California was called to order at 3:06 p.m. on Sunday, September 28, 2025, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Arturo Flores presiding.

PRESENT: Council Member(s): Macias, Martiz, Vice Mayor Martinez, and Mayor Flores

ABSENT: Council Member(s): Sanabria

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Eduardo Sarmiento City Clerk; Cosme Lozano Police Chief; Louis Morales Interim Community Development Director; Jeff Jones Finance Director, Gerardo "Gerry" Lopez Public Works Director, Cynthia Norzagaray Parks and Recreation Director; Andrew Sarega City Attorney.

INVOCATION

Invocation led by Mayor Arturo Flores.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Councilmember Sanabria.

PRESENTATION(S)

Councilmember Sanabria motioned to add additional presentation item to the regularly scheduled agenda. The motion was seconded by Vice Mayor Martinez. The motion was carried by unanimous vote.

1. **None**

PUBLIC COMMENTS

The following people/ person provided public content:

1. None

STAFF RESPONSE

1. None

SPECIAL AGENDA

RECESS TO CLOSED SESSION

CLOSED SESSION

Council Entered in Closed Session @3:07pm

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2), (e)(1): SB 54 Enforcement

Council Returned from Closed Session @4:15 pm

CLOSED SESSION ANNOUNCEMENT

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Macias: None

Councilmember Martiz: None

Vice Mayor Martinez: None

Mayor Flores: None

ADJOURNMENT

MOTION: Mayor Flores adjourned at 4:15pm. The next regularly scheduled city council meeting is set to be held on Tuesday, October 14th, 2025 @6pm.

Respectfully submitted,



Eduardo Sarmiento, City Clerk

Public Finance Authority Meeting called to order at 10:33pm.

PRESENT: Board members: Karina Macias, Nancy Martiz, Jonathan A. Sanabria; Vice Chair Eduardo "Eddie" Martinez, and Chair Arturo Flores

ABSENT: None

1. CONSIDERATION AND APPROVAL TO AUTHORIZE THE ALLOCATION OF \$1,000,000 FROM THE HUNTINGTON PARK PUBLIC FINANCING AUTHORITY FUND 475 TOWARDS THE CONSTRUCTION OF THE EMERGENCY OPERATIONS CENTER PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the Director of Finance to allocate funds from the Huntington Park Public Financing Authority Fund 475 towards the Emergency Operations Center Capital Project

MOTION: Board member Sanabria motioned to authorize the Director of Finance to allocate funds from the Huntington Park Public Financing Authority Fund 475 towards the Emergency Operations Center Capital Project. The motion was seconded by Vice Chair Martinez. The motion was carried by unanimous consent.

AYES: Board member(s): Macias, Martiz, Sanabria, Vice Chair Martinez, and Chair Flores.

NOES: Board member(s): None

Public Finance Authority Meeting was adjourned at 10:35pm.

ITEM 2

City of Huntington Park

Warrant Register

October 22, 2025

CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
1001088	10/22/2025	A+ SMOG & AUTO REPAIR, INC.	37905	PD UNIT 995 ALIGNMENT	195.00
1001089	10/22/2025	AIRESPRING INC.	201096551	CLOUD INTERNET OCTOBER 2025	1,186.16
1001090	10/22/2025	ALBERTO SAENZ	21353610	UTILITY REFUND	99.54
W2491	10/8/2025	ALL CITY MANAGEMENT SERVICES, INC	102984	SCHOOL CROSSING GUARD	12,780.99
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1Q3Y-MX6M-1MT4	COUNCIL SUPPLIES	724.20
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1Q3Y-MX6M-1MT4	ADMIN OFFICE SUPPLIES	36.54
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	11MQ-TJ6V-1KKG	FINANCE OFFICE SUPPLIES	85.60
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1MDG-L1V3-GQ16	PARK SUPPLIES	142.55
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1C36-GV4H-1NCC	EQUIPMENT	153.58
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1Y41-HFL1-DPWL	PARK SUPPLIES	37.07
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1F4V-VRT9-DHP1	PARK SUPPLIES	51.26
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1CQ4-6H3K-461P	PARK SUPPLIES	23.47
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	11WD-JMXP-J4TC	PARK SUPPLIES	26.01
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1QPP-WV9-1994	AFTERSCHOOL SUPPLIES	95.99
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	17DY-VV17-YJFK	AFTERSCHOOL SUPPLIES	39.56
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1JGY-LNWK-9L1V	AFTERSCHOOL SUPPLIES	84.54
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1GMK-3VCD-3MDY	INVESTIGATION SUPPLIES	86.29
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1GMK-3VCD-3MDY	PD ADMIN SUPPLIES	30.93
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1TNK-RPPM-3THL	PW DEPARTMENT SUPPLIES	160.39
1001091	10/22/2025	AMAZON.COM SERVICES, INC.	1RX7-X19P-KVGN	AFTERSCHOOL SUPPLIES	117.79
1001092	10/22/2025	AMSTERDAM PRINTING AND LITHO	7929526	COUNCIL SUPPLIES	550.37
1001092	10/22/2025	AMSTERDAM PRINTING AND LITHO	7935346	COUNCIL SUPPLIES	325.39
1001093	10/22/2025	APB PROPERTIES, LLC	229979842	UTILITY REFUND	1,652.27
W9286	10/12/2025	AT&T	317316997OCT	INTERNET SERVICES	101.65
W9286	10/20/2025	AT&T	254844269OCT	INTERNET SERVICES	112.35
W9286	10/12/2025	AT&T	254852700OCT	INTERNET SERVICES	128.40
W9286	10/22/2025	AT&T	283700443OCT	INTERNET SERVICES	117.70
W9286	10/13/2025	AT&T	254715586OCT	INTERNET SERVICES	128.40
1001094	10/22/2025	AUTO ZONE	407556874	STOCK SUPPLIES	409.80
1001094	10/22/2025	AUTO ZONE	4075544130	PD UNIT 270 SUPPLIES	64.88
1001094	10/22/2025	AUTO ZONE	4075571087	PD CROWN VIC SUPPLIES	626.14
1001094	10/22/2025	AUTO ZONE	4075575868	STOCK SUPPLIES	149.95
1001094	10/22/2025	AUTO ZONE	4075575866	PD UNIT 370 SUPPLIES	81.20
1001095	10/22/2025	AVANT GARDE INC	12186	AUGUST 2025 SERVICES	6,450.00
1001095	10/22/2025	AVANT GARDE INC	12281	SEPTEMBER 2025 SERVICES	9,017.50
1001096	10/22/2025	BEAR ELECTRICAL SOLUTIONS, INC	28075	TRAFFIC SIGNAL MAINTENANCE	6,350.00
W2492	10/8/2025	BIGLEAF NETWORKS, INC	INV135854	OCTOBER 2025 SERVICES	749.00

City of Huntington Park
Warrant Register
October 22, 2025

CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
1001097	10/22/2025	BLUE TRITON BRANDS INC.	518710089811	DRINKING WATER	583.78
W2493	10/8/2025	BRINK'S INCORPORATED	7933236	AUGUST 2025 SERVICES	359.82
1001098	10/22/2025	BSN SPORTS, LLC	931458838	PARKS SUPPLIES	1,646.40
1001100	10/22/2025	CALIFORNIA BUILDING STANDARDS COMM	BSASRF-2025-Q3	BSASRF 2025 3RD QUARTER	198.90
1001099	10/22/2025	CAL-LIFT INC	30719953	FORKLIFT SERVICE REPAIR	887.80
1001101	10/22/2025	CARLOS & ANDRES GARCIA	240077814	UTILITY REFUND	27.69
W2494	10/8/2025	CARPENTER ROTHANS & DUMONT LLP	50340	LEGAL SERVICES	198.00
W2494	10/8/2025	CARPENTER ROTHANS & DUMONT LLP	50341	LEGAL SERVICES	4,182.19
1001102	10/22/2025	CENTRAL FORD	64546	ALL PD EXPLORERS TIRE SENSORS	592.73
1001102	10/22/2025	CENTRAL FORD	64714	STOCK SUPPLIES	493.83
1001102	10/22/2025	CENTRAL FORD	64714	CREDIT	(953.33)
1001102	10/22/2025	CENTRAL FORD	64713	STOCK SUPPLIES	459.50
1001102	10/22/2025	CENTRAL FORD	64149	PD UNIT 985 PARTS	2,791.14
W2495	10/8/2025	CENTRAL SQUARE TECHNOLOGIES LLC	445336	SOFTWARE SERVICES	16,411.68
W9286	10/17/2025	CHARTER COMMUNICATIONS	170094701100125	INTERNET SERVICES	1,650.00
W9264	10/8/2025	CHARTER COMMUNICATIONS	170094701090125	INTERNET SERVICES	1,650.00
1001103	10/22/2025	CHRISTOPHER ARIAS	10062025	EMPLOYEE REIMBURSEMENT	360.57
1001103	10/22/2025	CHRISTOPHER ARIAS	9242025	EMPLOYEE REIMBURSEMENT	225.00
1001104	10/22/2025	CINTAS CORPORATION NO 3	4245072847	UNIFORM DRY CLEANING	495.56
1001105	10/22/2025	CLINICAL LAB OF SAN BERNARDINO, INC	2501610	9/03/25-09/24/25 SERVICES	1,632.00
1001106	10/22/2025	COLIMA GLASS & WINDOW CORP	5194	REPLACED PD DOOR	600.00
1001107	10/22/2025	COMMUNITY VETERINARY HOSPITAL INC	740591646	K-9 EXAMINATION	104.00
1001108	10/22/2025	CONCENTRA HEALTH SERVICES, INC.	18618053	EMPLOYEE ON BOARDING TESTS	117.00
1001109	10/22/2025	CONCENTRA MEDICAL CENTERS	88430802	EMPLOYEE ON BOARDING TESTS	502.00
W9264	10/8/2025	CORE BUSINESS TECHNOLOGIES	317730290782AUG	BANK FEES	479.50
W9264	10/8/2025	CORE BUSINESS TECHNOLOGIES	317730304873AUG	BANK FEES	612.58
1001110	10/22/2025	CROWN CASTLE FIBER LLC	1966994	DARK FIBER INTERNET	16,200.00
1001111	10/22/2025	DAILY JOURNAL CORPORATION	B3973316	20215-08 CUP SLAUSON AVE	255.00
1001111	10/22/2025	DAILY JOURNAL CORPORATION	B3973285	PLANNING COMM 2025-12 CUP	270.00
1001111	10/22/2025	DAILY JOURNAL CORPORATION	B3973285	PLANNING COMM 2025-12 CUP	265.00
1001111	10/22/2025	DAILY JOURNAL CORPORATION	B3968262	ADOPTION 11/25 - 12/25	135.00
1001111	10/22/2025	DAILY JOURNAL CORPORATION	A3973699	CASE NO-02/2025 CUP	147.30
1001111	10/22/2025	DAILY JOURNAL CORPORATION	A3967472	APPROVING AMENDMENTS	93.65
1001112	10/22/2025	DANIELS TIRE SERVICE	229003572	PD UNIT 995 TIRES	501.95
1001113	10/22/2025	DAPEER, ROSENBLIT & LITVAK	25001	LEGAL SERVICES	295.00
1001113	10/22/2025	DAPEER, ROSENBLIT & LITVAK	25004	LEGAL SERVICES	1,440.00
1001113	10/22/2025	DAPEER, ROSENBLIT & LITVAK	25000	LEGAL SERVICES	472.00

City of Huntington Park

Warrant Register

October 22, 2025

CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
1001113	10/22/2025	DAPEER, ROSENBLIT & LITVAK	25002	LEGAL SERVICES	295.00
1001113	10/22/2025	DAPEER, ROSENBLIT & LITVAK	25003	LEGAL SERVICES	2,537.00
1001113	10/22/2025	DAPEER, ROSENBLIT & LITVAK	25005	LEGAL SERVICES	5,575.50
1001114	10/22/2025	DC ZOE LLC	8893	PERMIT REFUND	1,500.00
W2496	10/8/2025	DELTA DENTAL	BE006743560	DPO MONTHLY OCT 25 & COBRA	6,981.26
W2497	10/8/2025	DELTA DENTAL INSURANCE COMPANY	BE006741056	PMI MONTHLY OCTOBER 2025	1,880.13
1001115	10/22/2025	DEPARTMENT OF CONSERVATION	SMIP-2025-Q3	SMIP 2025 3RD QUARTER	948.58
1001116	10/22/2025	DEPARTMENT OF JUSTICE	848776	FINGERPRINT APP AUGUST 2025	701.00
1001117	10/22/2025	DESIGN PRINT BANNER, LLC	US3525403617494	4TH OF JULY SUPPLIES	493.27
1001118	10/22/2025	DOWNTOWN LA LAW GROUP, LLP	3011306	SETTLEMENT PAYMENT	115,000.00
1001119	10/22/2025	DR HYDRAULICS, INC	3506	PW REPAIRS	1,155.95
1001120	10/22/2025	DUNN EDWARDS CORPORATION	2009A56107	GRAFFITI REMOVAL PAINT	852.98
1001120	10/22/2025	DUNN EDWARDS CORPORATION	2009A56108	GRAFFITI REMOVAL PAINT	947.76
1001121	10/22/2025	EMMANUEL SOBERANIS	9302025	EMPLOYEE REIMBURSEMENT	797.50
1001122	10/22/2025	ENDING ROOFING INC	6436	PERMIT REFUND	915.00
1001123	10/22/2025	EVELYN REYES	10022025	EMPLOYEE REIMBURSEMENT	225.00
1001123	10/22/2025	EVELYN REYES	10062025	EMPLOYEE REIMBURSEMENT	360.57
W2498	10/8/2025	EXCEL PAVING COMPANY	5R1	ATP CYCLE V AUGUST 2025	244,801.70
W2498	10/8/2025	EXCEL PAVING COMPANY	4R3	ATP CYCLE V JULY 2025	490,005.78
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE08312025	FIXED ROUTE AUGUST 2025	(2,000.00)
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE08312025	FIXED ROUTE AUGUST 2025	(200.00)
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE09012025	FIXED ROUTE SEPT 2025	(2,000.00)
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE09012025	FIXED ROUTE SEPT 2025	(200.00)
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE08312025	FIXED ROUTE AUGUST 2025	(239.00)
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	DAR08312025	DIAL A RIDE SEPT 2025	74,443.41
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE08312025	FIXED ROUTE AUGUST 2025	9,027.00
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE09012025	FIXED ROUTE SEPT 2025	9,027.00
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE08312025	FIXED ROUTE AUGUST 2025	9,026.00
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE09012025	FIXED ROUTE SEPT 2025	9,026.00
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE08312025	FIXED ROUTE AUGUST 2025	9,026.00
W2499	10/8/2025	EXPRESS TRANSPORTATION SERVICES LLC	HPE09012025	FIXED ROUTE SEPT 2025	9,026.00
1001124	10/22/2025	FEDEX	9-024-17502	SHIPPING FEES	8.01
1001125	10/22/2025	FERGUSON ENTERPRISES INC	5784224-1	MATERIALS FOR REPAIRS	227.80
1001125	10/22/2025	FERGUSON ENTERPRISES INC	5784224	MATERIALS FOR REPAIRS	151.04
1001125	10/22/2025	FERGUSON ENTERPRISES INC	5730620	MATERIALS FOR PARK REPAIRS	688.16
1001125	10/22/2025	FERGUSON ENTERPRISES INC	5773450	MATERIALS FOR PD REPAIRS	138.98
1001125	10/22/2025	FERGUSON ENTERPRISES INC	5773381	MATERIALS FOR PD REPAIRS	78.32

City of Huntington Park

Warrant Register

October 22, 2025

CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
1001125	10/22/2025	FERGUSON ENTERPRISES INC	5810795	MATERIALS FOR PD REPAIRS	258.87
W2500	10/8/2025	FM THOMAS AIR CONDITIONING INC	48559	COIL INSTALLATION	8,200.00
W2500	10/8/2025	FM THOMAS AIR CONDITIONING INC	48526	AC TROUBLESHOOT	1,515.00
W2500	10/8/2025	FM THOMAS AIR CONDITIONING INC	48476	AC REPAIRS	8,200.00
W2500	10/8/2025	FM THOMAS AIR CONDITIONING INC	48523	AC TROUBLESHOOT	1,125.00
W2500	10/8/2025	FM THOMAS AIR CONDITIONING INC	48246	EMERGENCY AC REPAIR	1,855.00
W2500	10/8/2025	FM THOMAS AIR CONDITIONING INC	48573	REPAIRS AT PARK BUILDING	643.40
W2500	10/8/2025	FM THOMAS AIR CONDITIONING INC	48525	AC TROUBLESHOOT	1,635.00
1001126	10/22/2025	FUSION CAR AUDIO	14072	PD UNIT 1009 TINT	480.00
1001126	10/22/2025	FUSION CAR AUDIO	14071	PD UNIT 1007 TINT	480.00
1001126	10/22/2025	FUSION CAR AUDIO	14069	PD UNIT 1008 TINT	480.00
1001126	10/22/2025	FUSION CAR AUDIO	14070	PD UNIT 1011 TINT	480.00
1001127	10/22/2025	GALLS LLC	32742290	PD UNIFORMS	185.47
1001127	10/22/2025	GALLS LLC	32743079	PD UNIFORMS	598.14
1001128	10/22/2025	GEORGE CHEVROLET	201368CVW	PD UNIT 370 REPAIRS	183.58
1001128	10/22/2025	GEORGE CHEVROLET	201113CVW	PW UNIT 182 REPAIRS	32.45
1001129	10/22/2025	GEORGE MIDDLETON	10082025	REFEREE FEES	1,988.00
W2501	10/8/2025	GLOBAL URBAN STRATEGIES, INC.	1016	CALHOME SEPTEMBER 2025	178.07
W2501	10/8/2025	GLOBAL URBAN STRATEGIES, INC.	1009	CALHOME SEPTEMBER 2026	1,750.00
1001130	10/22/2025	GUILLS INC	1667	GATE REMOVAL & RELOCATION	3,551.45
W2502	10/8/2025	HASA, INC.	1067797	WELL 12 SUPPLIES	481.19
W2502	10/8/2025	HASA, INC.	1067788	WELL 15 SUPPLIES	285.71
W2502	10/8/2025	HASA, INC.	1067789	WELL 18 SUPPLIES	408.67
W2502	10/8/2025	HASA, INC.	1070224	WELL 15 SUPPLIES	345.86
W2502	10/8/2025	HASA, INC.	1070223	WELL 18 SUPPLIES	547.91
W2502	10/8/2025	HASA, INC.	1073593	WELL 15 SUPPLIES	363.90
W2502	10/8/2025	HASA, INC.	1073594	WELL 18 SUPPLIES	393.53
W2502	10/8/2025	HASA, INC.	1071747	WELL 12 SUPPLIES	451.11
W2502	10/8/2025	HASA, INC.	1071746	WELL 18 SUPPLIES	269.42
W2502	10/8/2025	HASA, INC.	1071743	WELL 15 SUPPLIES	300.74
W2502	10/8/2025	HASA, INC.	1071741	WELL 17 SUPPLIES	451.11
1001131	10/22/2025	HOME DEPOT	1813267	PD SUPPLIES	30.41
1001131	10/22/2025	HOME DEPOT	4803353	PD SUPPLIES	16.48
1001131	10/22/2025	HOME DEPOT	6543503	PD SUPPLIES	71.79
1001132	10/22/2025	HUNTINGTON PARK TOWNHOMES,LLC	1661310658	UTILITY REFUND	49.61
1001133	10/22/2025	ICMA	FY2025-2026	MEMBERSHIP DUES FY 25/26	1,200.00
W2503	10/8/2025	INFRASTRUCTURE ARCHITECTS INC	643	PROJECT 3000.08 JULY 2025	15,840.00

City of Huntington Park
Warrant Register
October 22, 2025

CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
W2504	10/8/2025	INFRASTRUCTURE ENGINEERS	517036	PLANNING STAFF AUGUMENTAT	14,210.00
W2504	10/8/2025	INFRASTRUCTURE ENGINEERS	515830	ENGINEERING PLAN CHECK	9,478.92
W2504	10/8/2025	INFRASTRUCTURE ENGINEERS	515831	B&S PLAN CHECKING	20,101.04
W2504	10/8/2025	INFRASTRUCTURE ENGINEERS	515562	BUILDING & SAFETY SERVICE	54,547.25
W2504	10/8/2025	INFRASTRUCTURE ENGINEERS	517041	PROJECT 440162-01-001 AUG	2,472.12
W2504	10/8/2025	INFRASTRUCTURE ENGINEERS	517052	PROJECT 440179-01-001 AUG	1,957.25
W2504	10/8/2025	INFRASTRUCTURE ENGINEERS	517057	PROJECT 440183-01-001 AUG	3,925.00
1001134	10/22/2025	J SQUARED	168	AUGUST 2025 SERVICES	480.00
1001135	10/22/2025	JERRY'S AUTO BODY, INC.	33637	PD UNIT 996 REPAIRS	1,484.90
W2505	10/8/2025	JOEL GORDILLO	JG202509	MEDIA TECHNICIAN SERVICES	1,650.00
1001136	10/22/2025	JOSE FUENTES	60314894	UTILITY REFUND	150.00
1001137	10/22/2025	JOSE MARES	9122025	EMPLOYEE REIMBURSEMENT	427.06
1001137	10/22/2025	JOSE MARES	7192025	EMPLOYEE REIMBURSEMENT	20.77
1001138	10/22/2025	KIDS IN SUITS, LLC	CH09022025	COURTHOUSE RENTAL REFUND	500.00
1001139	10/22/2025	LACMTA	10152025	TAP CARDS SEPTEMBER 2025	142.00
1001140	10/22/2025	LAW OFFICES OF JACOB SVERDLOV	24STLC02395	SETTLEMENT AGREEMENT	20,000.00
W2506	10/8/2025	LB JOHNSON HARDWARE CO.	139590	PW BUILDING MATERIALS	526.67
W2506	10/8/2025	LB JOHNSON HARDWARE CO.	139589	PD BUILDING MATERIALS	73.67
1001141	10/22/2025	LIBERTY PAPER	325224	CITY WIDE RECYCLED PAPER	5,940.48
1001142	10/22/2025	LUXURY AUTO BODY	PW6085	PW UNIT 366 REPAIRS	2,467.68
1001142	10/22/2025	LUXURY AUTO BODY	PW6087	PW UNIT 362 REPAIRS	2,467.68
1001142	10/22/2025	LUXURY AUTO BODY	PW6084	PW UNIT 365 REPAIRS	2,467.68
1001142	10/22/2025	LUXURY AUTO BODY	PW6086	PW UNIT 364 REPAIRS	2,467.68
1001143	10/22/2025	LYNBERG & WATKINS APC	77550	LEGAL SERVICES	192.50
1001143	10/22/2025	LYNBERG & WATKINS APC	77549	LEGAL SERVICES	30.00
1001144	10/22/2025	LYZY'S FASHION	2530325868	UTILITY REFUND	889.64
1001145	10/22/2025	MARINA'S LINENS	2219724754	UTILITY REFUND	117.83
1001146	10/22/2025	MATTHEW RINCON	10102025	EMPLOYEE REIMBURSEMENT	217.70
1001147	10/22/2025	MICHAEL BAKHSHI	2354110482	UTILITY REFUND	740.61
1001148	10/22/2025	MIKE RAAHAUGE SHOOTING ENTERPRISES	2147	PISTOL RANGE/CLASS RENTAL	750.00
W2507	10/8/2025	NATIONWIDE ENVIRONMENTAL SERVICES	34961	AUGUST 2025 SERVICES	22,960.63
W2507	10/8/2025	NATIONWIDE ENVIRONMENTAL SERVICES	34960	AUGUST 2025 SERVICES	67,543.43
1001149	10/22/2025	NICK NICHOLS	10102025	EMPLOYEE REIMBURSEMENT	217.70
W2508	10/8/2025	NORM REEVES FORD SUPERSTORE	154029	PD UNIT 953 REPAIRS	5,741.67
W2508	10/8/2025	NORM REEVES FORD SUPERSTORE	344541	PD UNIT 986 PARTS	398.92
W2508	10/8/2025	NORM REEVES FORD SUPERSTORE	344738	PD UNIT 986 PARTS	189.91
W2509	10/8/2025	NORTH STAR LAND CARE	1601-1127	AUGUST 2025 SERVICES	42,147.00

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CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
W2509	10/8/2025	NORTH STAR LAND CARE	1601-1111	JULY 2025 SERVICES	29,862.00
W2509	10/8/2025	NORTH STAR LAND CARE	1601-1112	JULY 2025 SERVICES	6,804.00
1001151	10/22/2025	OLIVAREZ MADRUGA, LLP	28956	LEGAL SERVICES	2,634.45
1001150	10/22/2025	O'REILLY AUTO PARTS	2959-326343	PD GENERATOR SUPPLIES	16.03
1001150	10/22/2025	O'REILLY AUTO PARTS	2959-327462	CREDIT MEMO	(102.52)
1001150	10/22/2025	O'REILLY AUTO PARTS	2959-327954	PW UNIT 370 PARTS	14.45
1001150	10/22/2025	O'REILLY AUTO PARTS	2959-327457	STOCK SUPPLIES	75.94
1001150	10/22/2025	O'REILLY AUTO PARTS	2959-327512	PD UNIT 370 PARTS	22.88
1001150	10/22/2025	O'REILLY AUTO PARTS	2959-324614	PD UNIT 217 PARTS	24.15
1001152	10/22/2025	OSCAR CABRERA	2000091.002	JANITORIAL REFUND	500.00
1001152	10/22/2025	OSCAR CABRERA	2000091.002	JANITORIAL REFUND	475.00
1001153	10/22/2025	PEERLESS MATERIALS COMPANY	115945	STREET REPAIR SUPPLIES	498.70
1001154	10/22/2025	PITNEY BOWES GLOBAL FINANCIAL	1028249518	PD SUPPLIES	91.70
1001155	10/22/2025	PREMIER TRIBUTES LLC	INV000029	PERFORMANCE BAND	2,500.00
1001156	10/22/2025	PVP COMMUNICATIONS	137156	PD SUPPLIES	384.54
1001157	10/22/2025	RAMON AGUIRRE LOPEZ	248417436	UTILITY REFUND	97.21
1001158	10/22/2025	REFRIGERATION SUPPLIES DISTRIBUTOR	1674312-00	FUJITSU SPLIT SYSTEM	3,061.32
1001159	10/22/2025	RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0091133	PD TRAINING	149.00
1001160	10/22/2025	ROADLINE PRODUCTS INC	21984	(160)GL OF FAST DRY PAINT	4,558.40
W2510	10/8/2025	ROBERT HALF INC	65413509	LABOR INVOICE	3,599.20
W2510	10/8/2025	ROBERT HALF INC	65413744	LABOR INVOICE	3,300.00
W2510	10/8/2025	ROBERT HALF INC	65426733	LABOR INVOICE	4,400.00
W2510	10/8/2025	ROBERT HALF INC	65426755	LABOR INVOICE	3,599.20
W2510	10/8/2025	ROBERT HALF INC	65451027	LABOR INVOICE	4,400.00
W2510	10/8/2025	ROBERT HALF INC	65451059	LABOR INVOICE	3,599.20
1001161	10/22/2025	RUDY GRIEGO	2443121258	UTILITY REFUND	615.34
W2511	10/8/2025	SAREGA LAW, APC	25-006	LEGAL SERVICES	15,000.00
1001162	10/22/2025	SAUL RODRIGUEZ	10102025	EMPLOYEE REIMBURSEMENT	360.57
1001163	10/22/2025	SLA	7316	SEPTEMBER 2025 SERVICES	34,980.00
1001163	10/22/2025	SLA	7317	SEPTEMBER 2025 SERVICES	800.00
1001164	10/22/2025	SMART & FINAL	3192200016301	PD SUPPLIES	16.76
1001164	10/22/2025	SMART & FINAL	3192200016201	PD SUPPLIES	8.38
1001165	10/22/2025	SMASH GROUP	45488	PERMIT REFUND	1,000.00
W9264	10/8/2025	SOCALGAS	6992272119	GAS SERVICES	688.12
W9286	10/18/2025	SOUTHERN CALIFORNIA EDISON	700777363296OCT	ELECTRICAL SERVICE	90.69
W9286	9/27/2025	SOUTHERN CALIFORNIA EDISON	700568462884SEP	ELECTRICAL SERVICE	3,389.89
W9286	10/2/2025	SOUTHERN CALIFORNIA EDISON	700544129426OCT	ELECTRICAL SERVICE	9,363.35

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CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
W9286	10/16/2025	SOUTHERN CALIFORNIA EDISON	700375713073OCT	ELECTRICAL SERVICE	85.41
W9286	10/5/2025	SOUTHERN CALIFORNIA EDISON	700330421450OCT	ELECTRICAL SERVICE	54.46
W9286	10/13/2025	SOUTHERN CALIFORNIA EDISON	700226975697OCT	ELECTRICAL SERVICE	11.91
W9286	10/13/2025	SOUTHERN CALIFORNIA EDISON	700131643996OCT	ELECTRICAL SERVICE	198.15
W9286	10/16/2025	SOUTHERN CALIFORNIA EDISON	700045219727OCT	ELECTRICAL SERVICE	12,994.67
W9286	10/4/2025	SOUTHERN CALIFORNIA EDISON	6000001001332OC	ELECTRICAL SERVICE	30,133.10
W9286	10/11/2025	SOUTHERN CALIFORNIA EDISON	600000505218OCT	ELECTRICAL SERVICE	5,130.25
W9286	10/10/2025	SOUTHERN CALIFORNIA EDISON	700350430934OCT	ELECTRICAL SERVICE	53,461.88
W9264	10/8/2025	SOUTHERN CALIFORNIA EDISON	700544129426SEP	ELECTRICAL SERVICE	9,363.35
W9264	10/8/2025	SOUTHERN CALIFORNIA EDISON	700116911821OCT	ELECTRICAL SERVICE	6,225.67
1001166	10/22/2025	SOUTHWEST PATROL INC	80085B	SEPTEMBER 2025 SERVICES	3,840.00
W2512	10/8/2025	STANDARD INSURANCE COMPANY	00 378917 0002	ADDITIONAL LIFE OCTOBER 2025	1,328.88
W2512	10/8/2025	STANDARD INSURANCE COMPANY	378917-0001	LIFE INSURANCE OCTOBER 2025	8,004.76
1001167	10/22/2025	TERRENCE WILLIE	9052025	EMPLOYEE REIMBURSEMENT	21.28
1001167	10/22/2025	TERRENCE WILLIE	9262025	EMPLOYEE REIMBURSEMENT	123.34
W9286	10/17/2025	TIME WARNER CABLE	170094501100125	INTERNET SERVICES	1,999.00
1001168	10/22/2025	TIME WARNER CABLE	106964801100125	ICI SYSTEM JPA	667.85
W9264	10/8/2025	TIME WARNER CABLE	138445701092125	INTERNET SERVICES	209.99
W9286	10/20/2025	T-MOBILE USA	975956065SEPT	08/21-09/20 SERVICES	7,794.00
1001169	10/22/2025	TOWN HALL STREAMS	16854	MONTHLY TOWN STREAMS	300.00
W2513	10/8/2025	TYLER TECHNOLOGIES, INC.	045-534785	PROJECT MANAGER	2,960.00
W2513	10/8/2025	TYLER TECHNOLOGIES, INC.	045-535971	IMP REMOTE	5,920.00
W2513	10/8/2025	TYLER TECHNOLOGIES, INC.	045-533383	IMP REMOTE	2,960.00
W2513	10/8/2025	TYLER TECHNOLOGIES, INC.	045-515580	MAINTENANCE 062325-062226	112,277.47
1001170	10/22/2025	U.S. ARMOR CORPORATION	50932	PD BULLET PROOF VEST	472.35
1001170	10/22/2025	U.S. ARMOR CORPORATION	50932	PD BULLET PROOF VEST	472.35
1001171	10/22/2025	ULINE	197777537	PW SUPPLIES	637.37
1001171	10/22/2025	ULINE	198776941	PW SUPPLIES	488.59
W2514	10/8/2025	UNDERGROUND SERVICE ALERT OF SO CAL	820250150	AUGUST 2025 SERVICES	530.00
W2514	10/8/2025	UNDERGROUND SERVICE ALERT OF SO CAL	25-260512	AUGUST 2025 SERVICES	110.75
W2515	10/8/2025	VISION SERVICE PLAN	823684673	OCTOBER 2025 SERVICES	3,412.78
1001172	10/22/2025	WEST GOVERNMENT SERVICES	852617005	PD SUPPLIES	1,892.77
W2516	10/8/2025	WILLDAN FINANCIAL SERVICES	010-62578	REFUSE COLLECTION	125.00
W2516	10/8/2025	WILLDAN FINANCIAL SERVICES	010-63472	REFUSE COLLECTION	125.00
W2516	10/8/2025	WILLDAN FINANCIAL SERVICES	010-63471	SPECIAL TAX DISTRICT NO 1	2,801.18
W2516	10/8/2025	WILLDAN FINANCIAL SERVICES	010-63359	COST ALLOCATION PLAN	2,992.00
W2516	10/8/2025	WILLDAN FINANCIAL SERVICES	010-62577	SPECIAL TAX DISTRICT NO 1	2,651.30

City of Huntington Park

Warrant Register

October 22, 2025

CHECK/WIRE NUMBER	CHECK/WIRE DATE	PAYEE	INVOICE NUMBER	DESCRIPTION	TRANSACTION AMOUNT
1001173	10/22/2025	WOODRUFF & SMART	78699	LEGAL SERVICES	137.50
Grand Total					1,869,998.97

ORDINANCES AND RESOLUTIONS

ITEM 1

CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report



October 28, 2025

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF RESOLUTION AMENDING THE SALARY RANGES FOR THE ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT SALARY GRID 225 AND ASSISTANT CHIEF OF POLICE SALARY GRID 226 TO ALIGN WITH SALARY GRID 228 OF THE NON-REPRESENTED COMPENSATION PLAN

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2025-XX, amending the salary ranges for the classifications of Assistant Director of Community Development Salary Grid 225 and Assistant Chief of Police Salary Grid 226, aligning both to Salary Grid 228 under the Non-Represented Compensation Plan (2023–2033); and
2. Authorize the City Manager to take any necessary steps to effectuate the intent of the City Council's action, including updating the City's Classification and Salary Plan and implementing administrative measures essential to carry out this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Assistant Director of Community Development classification was established by Resolution No. 2009-70 and reaffirmed and budgeted by City Council on September 23, 2025, as part of the organizational capacity and succession planning initiative.

The Assistant Chief of Police classification was created by Resolution No. 2014-65 and budgeted under the same September 23, 2025, Council action authorizing new management positions.

CONSIDERATION AND APPROVAL OF RESOLUTION AMENDING THE SALARY RANGES FOR THE ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT SALARY GRID 225 AND ASSISTANT CHIEF OF POLICE SALARY GRID 226 TO ALIGN WITH SALARY GRID 228 OF THE NON-REPRESENTED COMPENSATION PLAN

October 28, 2025

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Both classifications are non-represented, at-will, and exempt from Civil Service. Neither range has been updated in more than a decade, and both are below regional market averages for equivalent executive-level management roles.

The proposed amendment aligns both classifications to Salary Grid 228 of the City's Non-Represented Compensation Plan (2023–2033), ensuring parity across management positions and maintaining competitiveness for recruitment and retention.

FISCAL IMPACT/FINANCING

Both positions are already funded in the Fiscal Year 2025–26 General Fund, and no additional appropriation is required.

Classification	Current Range	New Range
Assistant Director of Community Development	\$8,307-\$10,199 per month	\$11,727 - \$14,396 per month
Assistant Chief of Police	\$8,307-\$10,199 per month	\$11,727 - \$14,396 per month

*Approximate previous administrative range before alignment.

Accounts:

- Assistant Director of Community Development: 111-5010-419.11-00
- Assistant Chief of Police: 111-7010-421.11-00

LEGAL REQUIREMENT

Pursuant to Personnel Ordinance No. 1456 and the Non-Represented Compensation Plan (2023–2033), the City Council is the approving authority for amendments to the classification and salary plan.

Because both classifications are exempt, Civil Service Commission action is not required.

CONCLUSION

Approval of this resolution will ensure the City's salary structure remains competitive, promote recruitment and retention of qualified management personnel, and maintain internal consistency across the organization's upper management levels.

**AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR INTERIM COMMUNITY
DEVELOPMENT DIRECTOR SERVICES WITH LOUIS MORALES**

April 7, 2025

Page 3 of 3

Respectfully submitted,



RICARDO REYES

City Manager

ATTACHMENT(S)

A. Resolution No. 2025-XX – Amending the Salary Ranges for the Assistant Director of Community Development Salary Grid 225 and Assistant Chief of Police Salary Grid 226

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK, CALIFORNIA, AMENDING THE
SALARY RANGES FOR THE POSITIONS OF ASSISTANT
DIRECTOR SALARY GRID 225 OF COMMUNITY
DEVELOPMENT AND ASSISTANT CHIEF OF POLICE
SALARY GRID 226 TO ALIGN BOTH TO THE SALARY
RANGE FROM SALARY GRID 228 UNDER THE NON-
REPRESENTED COMPENSATION PLAN (2023-2033)**

WHEREAS, the City of Huntington Park established the classification of Assistant Director of Community Development by Resolution No. 2009-70 on June 1, 2009, and reaffirmed and budgeted the position on September 23, 2025; and

WHEREAS, the City of Huntington Park established the classification of Assistant Chief of Police by Resolution No. 2014-65 on December 15, 2014, and reaffirmed and budgeted the position on September 23, 2025; and

WHEREAS, both positions are non-represented, exempt, and require updated salary ranges to maintain competitiveness and alignment with the City's Non-Represented Compensation Plan (2023–2033); and

WHEREAS, the City Council now desires to create Salary Grid 225 for the Assistant Director of Community Development and Salary Grid 226 for the Assistant Chief of Police

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. APPROVAL OF THE NEW SALARY RANGES

Classification	Current Range	New Range
Assistant Director of Community Development	\$8,307 – \$10,199 per month	\$11,727 - \$14,396 per month
Assistant Chief of Police	\$8,307 – \$10,199 per month	\$11,727 - \$14,396 per month

SECTION 2. ADMINISTRATIVE AUTHORITY

The City Manager, as Personnel Officer, is authorized and directed to update the City's Classification and Salary Plan and to take any and all necessary administrative steps to implement and effectuate this Resolution.

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

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2 **PASSED, APPROVED, AND ADOPTED** this 28th day of October 2025.
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5 Arturo Flores,
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7 Mayor
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9 **ATTEST:**
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4 City Clerk
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ITEM 2



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

October 28, 2025

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

Honorable Mayor and Members of the City Council:

APPROVAL OF CITY MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST JOINT POWERS AUTHORITY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a Resolution approving the City's execution of the Joint Exercise of Powers Agreement to join the Gateway Cities Affordable Housing Trust; and
2. Authorize the City Manager to execute the Gateway Cities Affordable Housing Trust Joint Exercise of Powers Agreement in the form acceptable to the City Attorney; and
3. Authorized payment of the City's membership fees in the amount of \$15,000 for FY 2024-25 and \$15,465 for FY 2025-26, for a total of \$30,465.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff recommends that the City join the Gateway Cities Affordable Housing Trust (the Trust), a Joint Powers Authority (JPA) formed to help Gateway Cities collaboratively fund and support the production and preservation of affordable housing. By joining the Trust, the City gains access to a regional entity that improves the financial feasibility of affordable housing developments, enhances competitiveness for state and federal funds, and supports the goals of the City's 6th Cycle Housing Element.

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The Trust has already committed over \$10 million to six projects, supporting 667 affordable housing units, and is expected to manage new funding from Measure A, providing a recurring and growing source of subsidy for the region.

BACKGROUND

The Gateway Cities region, consisting of 27 cities in Southeast Los Angeles County, faces a growing demand for affordable and supportive housing. In response, the Gateway Cities Council of Governments (GCCOG), with financial support from the Southern California Association of Governments (SCAG), began exploring a regional trust model in 2021. Through extensive engagement with cities, developers, financial institutions, and housing advocates, the Gateway Cities Affordable Housing Trust was established in early 2023.

As part of its formation, the GCCOG and its consultants:

- Conducted interviews with city staff, developers, and housing experts.
- Researched best practices and governance models from other housing trusts.
- Assessed regional housing needs and funding gaps.
- Identified projects in the pipeline and their financial shortfalls.
- Formed a Steering Committee of city managers, city staff, financial representatives, developers and other affordable housing stakeholders.
- Drafted the JPA agreement, strategic plan, bylaws, and operational framework.

The Steering Committee and the Gateway Cities Council of Governments unanimously recommended the creation of the Trust, which has since had 20 cities join the Trust.

TRUST OVERVIEW & GOVERNANCE

The Trust is a public agency formed under California Government Code Section 6500 et seq. It does not build, own, or manage housing and does not mandate local project siting or require member cities to provide matching funds. All land use decisions remain under local jurisdiction and the Trust will only fund projects agreeable to the member cities.

The Trust is governed by a nine-member Board of Directors

- Seven elected officials representing Trust member cities across four population categories, appointed by the GCCOG General Board.
- Two housing policy experts, appointed by the GCCOG City Managers Committee.

Member cities contribute toward administrative costs based on population

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Population Size	Annual Fee (FY 2025–26)
Up to 30,000	\$7,732.50
30,001 to 60,000	\$15,465.00
60,001 to 100,000	\$33,507.50
Over 100,000	\$48,972.50

A provision in the Joint Powers Agreement requires cities to pay all previous years' and current years' fees.

Fees are adjusted annually based on the Consumer Price Index (Los Angeles–Long Beach–Anaheim region). Cities may withdraw at any time with a six-month notice and a Council-approved resolution.

BENEFITS OF MEMBERSHIP

Membership in the Trust offers the City the following key benefits to support affordable housing efforts:

1. **Direct Project Funding:** Provides gap funding for the development of affordable housing for current community residents.
2. **Additional Project Funding:** Increases competitiveness of affordable housing projects for additional local, state, or federal funding.
3. **More Funding:** Improves Trust grant applications for regional, state, and federal funding by supporting a collaborative regional approach.
4. **Staff Relief:** Offers technical assistance and expertise in housing compliance, reporting, and program design—reducing city staff burden.
5. **RHNA Credit:** Contributes affordable units toward a city's Regional Housing Needs Assessment (RHNA) requirements.
6. **Expanded Partnerships:** Builds partnerships with other public, private, and nonprofit entities engaged in affordable housing.

PAST PERFORMANCE AND PIPELINE

Between 2013 and 2021, the Gateway Cities region secured nearly 6,000 units across 58 projects with state tax credit financing alone. Since the Trust's formation in 2023, it has launched two Notices of Funding Availability (NOFAs) and is ramping up capacity with new funding sources and programs in the pipeline. The next Trust NOFA is anticipated to be released before the end of 2025 and then offer funding on a recurring basis going forward.

MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST JOINT POWERS AUTHORITY

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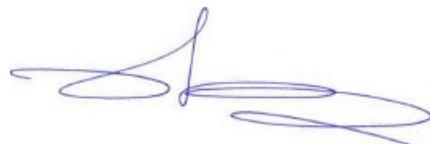
FISCAL IMPACT/FINANCING

Cost of membership fees in the amount of \$15,000 for FY 2024-25 and \$15,465 for FY 2025-26, for a total of \$30,465. The membership moving forward will be approximately \$15,465 annually.

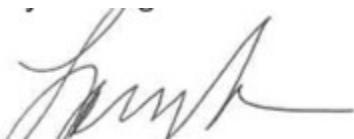
CONCLUSION

Joining the Gateway Cities Affordable Housing Trust would expand the City's capacity to support affordable housing, strengthen its regional partnerships, and improve developer access to capital. Participation aligns with the City's Housing Element, supports funding competitiveness, and enhances regional collaboration—all while preserving local control over land use and entitlement decisions. Staff recommends membership in the Gateway Cities Housing Trust Joint Powers Authority.

Respectfully submitted,



RICARDO REYES
City Manager



LOUIS MORALES, Interim Director
Community Development Department

ATTACHMENT(S)

1. Resolution approving the City's execution of the Joint Exercise of Powers Agreement to join the Gateway Cities Affordable Housing Trust
2. Trust Joint Exercise of Powers Agreement
3. Gateway Cities Affordable Housing Trust By-Laws

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ATTACHMENT "1"
RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
AUTHORIZING AND DIRECTING CITY EXECUTION
OF THE JOINT EXERCISE OF POWERS
AGREEMENT RELATING TO MEMBERSHIP IN
THE GATEWAY CITIES AFFORDABLE HOUSING
TRUST**

WHEREAS, The Gateway Cities Affordable Housing Trust (GCAHT) was formed February 14, 2023 as a joint powers authority between cities throughout the Gateway Cities subregion; and

WHEREAS, GCAHT was created for the purpose of funding housing specifically assisting persons and families of extremely low, very low, low and moderate income within the County of Los Angeles; and

WHEREAS, the City of Huntington Park (the "City") has determined through its 6th Cycle Housing Element Update that there is great need for more affordable housing in the City; and

WHEREAS, the City has determined that there are limited financial resources for affordable housing development and that additional local financing increases the competitiveness of individual projects for the State and Federal resources; and

WHEREAS, the City has determined that it is in the public interest and for the public benefit that the City become a member of the GCAHT in order to further facilitate the development of affordable housing in the City and throughout the region, including the financing of projects therefore by the GCAHT; and

WHEREAS, the City will be joining other cities that are members of the GCAHT in efforts to increase funding resources for affordable housing directed to GCAHT; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the GCAHT is authorized to issue grants and loans to developers for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of affordable housing; and

WHEREAS, the City anticipates that there will be affordable housing projects in need of financing located in the City of Huntington Park; and cost recovery for related services is essential to providing the public with the services listed.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby authorizes the City's membership in the Gateway Cities Affordable Housing Trust (GCAHT).

SECTION 3. The City Council has reviewed and approves the Joint Exercise of Powers Agreement substantially in the form attached (Exhibit 1).

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire, construct or operate any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the GCAHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the GCAHT or its membership therein.

SECTION 5. The Mayor, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

SECTION 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the GCAHT:

Gateway Cities Affordable Housing Trust
Attn: Adam B. Eliason
1 League, #62335
Irvine, CA 92602

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 28th day of October, 2025.

Arturo Flores,
Mayor

ATTEST:

**Eduardo Sarmiento,
City Clerk**

ATTACHMENT "2"

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this _____ day of _____, 2023 (the "Effective Date"), by and between the following public entities (each a "Party" and, collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities").

RECITALS

- A. The Parties have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as, to create and issue development agreements for such activities.
- C. The Parties find it in their mutual interest to address affordable housing issues on a regional level.
- D. An adequate supply of housing throughout the Gateway Cities subregion will provide social and economic benefits to residents and taxpayers of the Parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each Party to act individually, and to provide charitable support for affordable housing in the Gateway Cities subregion of Los Angeles County (the "County").
- F. California Government Code section 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- G. Local land-use decisions remain solely with each Party. Nothing in this Agreement deprives any Party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

Section 1. Creation and Purpose.

- (a) Creation of GCAHT. Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "Gateway Cities Affordable Housing Trust." GCAHT shall be a public entity separate and apart from the Parties and shall administer this Agreement.

(b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating the GCAHT as a public entity separate from the Parties to: (i) exercise common powers with respect to receiving public and private financing and funds; and (ii) fund the planning and construction of housing of all types and tenures for persons and families of extremely low, very low, low and moderate income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. The purpose of this Agreement shall be accomplished, and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining, or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination

(a) Term. This Agreement shall become effective, and GCAHT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

(b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, GCAHT shall be dissolved and, after payment of provision for payment of all liabilities, the assets of GCAHT shall be distributed to the Parties in proportion to the contribution of each Party to GCAHT and the amounts paid by each Party in connection with GCAHT's activities.

Section 3. Powers and Duties of GCAHT.

(a) General Powers. GCAHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified, or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, GCAHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

1. to make and enter into contracts;
2. to contract for staff assistance;
3. to sue and be sued in its own name;
4. to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, Los Angeles County,

Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;

5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of GCAHT, as GCAHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
7. to carry out all the provisions of this Agreement;
8. to purchase obligations of any Party;
9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
10. to employ and compensate legal counsel determined appropriate by GCAHT in accomplishment of the purchase of this Agreement;
11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by GCAHT in connection with the accomplishment of the purposes of this Agreement;
12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
13. for the purposes of renting space for GCAHT to operate, to lease to, and to lease from, a Party or any other person or entity, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
14. to solicit charitable contributions from private sources;
15. to propose amendments to this Agreement; and
16. to exercise any and all other powers as may be provided for GCAHT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. This Agreement does not authorize GCAHT to do any of the following:

1. Regulate land use in cities or in the unincorporated area of the County;

2. Serve as an owner or operator of housing units;
3. Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approval of a development project;
4. Require or incentivize inclusionary zoning requirements;
5. Require the Parties to this Agreement to dedicate or assign funding for any GCAHT obligations or programs;
6. Approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the project is proposed to be sited; or
7. Require the Parties to this Agreement to accept or provide any member of housing units as a prerequisite to joining or remaining a member of the Trust.

Section 4. Members

The members of GCAHT shall be the Parties to this Agreement who have not withdrawn from GCAHT, and such other Parties as may join GCAHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only cities within the County of Los Angeles within the Gateway Cities subregion may be a party to this Agreement and a member of GCAHT.

Section 5. Board of Directors

- (a) Selection of Directors. GCAHT shall be governed by a Board of Directors consisting of nine Directors selected as follows:
 1. Seven Directors who are members of the Gateway Cities Council of Governments (GCCOG) Governing Board, or any elected official serving within the GCCOG jurisdiction that is also a Party to this Agreement and selected by the Gateway Cities Council of Governments Governing Board (“GCCOG Board”)
 2. Two Directors that are experts in homelessness or housing policy and approved by the Gateway Cities Council of Governments City Managers Committee.
 3. Alternates for each Director position may be established by their approving entity.
- (b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of GCAHT shall be vested in and exercised by and its property and its affairs by the Board of Directors.
- (c) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.

(d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any GCAHT policies or procedures governing same.

(e) Term. Members of the Board shall serve for a two-year term. There are no term limits. The initial Board will serve a term staggered between one-year and two-year terms. Three of the seven Directors who are members of the GCCOG Board shall have an initial term of one year. One of the two Directors that are experts in homelessness or housing policy shall have an initial term of one year. The initial one-year terms will be determined through the drawing of lots.

(f) Meetings of the Board of Directors.

1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.
5. Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.
6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors

held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations, and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff

1. GCAHT may contract with a Party to this Agreement, the GCCOG, for officers and staff pursuant to Section 6(d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of GCAHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in GCAHT's budget and are appropriated by GCAHT therefor.
2. None of the officers, agents, or staff, if any, directly contracted by GCAHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of GCAHT, or an officer or employee of a public agency that is a Party to this Agreement, or a certified public accountant to hold the offices of treasurer and auditor for GCAHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for GCAHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of GCAHT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting all receipts and disbursements of GCAHT. The treasurer and auditor of GCAHT shall be required to file and official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds or any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of GCAHT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to GCAHT who shall perform such duties as may be prescribed by the Board.

(d) Administrative Services and Reimbursement of Costs.

1. The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to GCAHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to GCAHT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to GCAHT under this Section 6 may charge GCAHT the amounts necessary to recover the direct and indirect costs of such services.
2. If GCAHT contracts with a Party to this Agreement to provide GCAHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of GCAHT or any other Party to this Agreement. This Section 6(d)(2) shall not preclude a Party providing administrative services to GCAHT pursuant to a contract with GCAHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge GCAHT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of GCAHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of GCAHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

1. **General Budget.** Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating GCAHT) and Program costs (i.e., the financing of the programs funded or sponsored by GCAHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all Directors of the Board.
2. **Expenditures for the Approved Budget.** The payment of all GCAHT obligations is limited to the amount of appropriations allowed in GCAHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

1. **Administrative Cost Contributions.** The GCCOG shall be responsible for GCAHT's administrative costs until June 30, 2024. After this initial period, and in consideration of

the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of GCAHT in accordance with a cost allocation formula as outlined below:

POPULATION	ANNUAL ADMINISTRATIVE FEE
Up to 30,000	\$7,500
30,001 – 60,000	\$15,000
60,001 – 100,000	\$32,500
>100,000	\$47,500

The Administrative Fee shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the GCAHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to GCAHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by GCAHT, as well as the level of, and mechanisms for, the involvement of GCAHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all GCAHT funds and accounts and report of all GCAHT receipts and disbursements. Without limiting the generality of the foregoing, GCAHT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of GCAHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for GCAHT shall cause an annual independent audit of the accounts and

records of GCAHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.5 of the Government Code, GCAHT shall publish an Annual Financial Report that shall describe the funds received by GCAHT and the use of such funds by GCAHT. The Annual Financial Report shall describe how the funds received by GCAHT have furthered the purposes of GCAHT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which GCAHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse GCAHT funds, the person appointed by the Board of Directors to perform the treasurer function for GCAHT shall receive, have the custody of and disburse GCAHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

- (a) This Agreement may not be amended or modified except by a vote of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.
- (b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of GCAHT.

- (a) The debts, liabilities, and obligations of GCAHT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of GCAHT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of GCAHT.
 1. Indemnification. The GCAHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with GCAHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of GCAHT. The GCAHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The GCAHT shall finance its obligation

pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the GCAHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the GCAHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with GCAHT in good faith to negotiate alternative means or mechanisms by which GCAHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive GCAHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless GCAHT for any Unfunded Liability.

2. Assignment. Each Party shall assign to the GCAHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the GCAHT has met its obligations to defend and indemnify such Party pursuant to this Section.
3. Survival. GCAHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

- (a) Admission of New Parties. It is recognized that additional Parties other than the original Parties, may wish to join GCAHT. Any city within the Gateway Cities subregion may become a Party to GCAHT upon such terms and conditions as established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from GCAHT.
- (b) Withdrawal from GCAHT. Parties may withdraw from GCAHT at any time upon their governing board's adoption of a resolution that so states the Party's intent to leave GCAHT. The withdrawal of any Party, either voluntarily or involuntarily, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. In the case of a voluntary withdrawal, written notice shall be given to GCAHT six months prior to the effective date of withdrawal; and
2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of GCAHT as set forth in Section 2 above. Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

Section 11. Notices.

- (a) Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to GCAHT on the Parties signature page for formal notice:

Section 12. Miscellaneous.

- (a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- (c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- (d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the Agreement the Parties intended to enter into in the first instance.
- (e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as follows:

City of Huntington Park)

BY: Ricardo Reyes, City Manager

Dated: _____

ATTEST:

Eduardo Sarmiento, City Clerk

Date

NOTICE TO CITY TO BE GIVEN TO:

Ricardo Reyes, City Manager

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

APPROVED AS TO FORM:

By: _____

Andrew Sarega, City Attorney

Date

ATTACHMENT "3"

Gateway Cities
Affordable Housing Trust
Bylaws

Approved by the
Gateway Cities Affordable Housing Trust Board of Directors
On May 4, 2023

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Part 1 – Introduction to the Gateway Cities Affordable Housing Trust

Establishment

On January 4, 2023, the Gateway Cities Council of Governments approved the formation of the Gateway Cities Affordable Housing Trust (“GCAHT” or “Trust”). The Trust is a joint powers agency, which may do any of the following: (1) fund the planning and construction of affordable housing of all types and tenures for persons and families of extremely low-, very low-, low-, and moderate-income as defined in Section 50093 of the Health and Safety Code; (2) receive public and private financing and funds; and (3) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Trust. The Trust may consist of any of the cities within the Gateway Cities Council of Governments, which is a joint powers agency representing a subregion of Los Angeles County.

The GCAHT was established on February 14, 2023, by the execution of the Joint Exercise of Powers Agreement (the “Agreement”) by and between the Cities of Artesia, Paramount, and Lakewood (collectively, the “Cities”). These Bylaws were adopted by GCAHT’s Board of Directors and provide for the organization and administration of GCAHT. These Bylaws supplement the Agreement.

GCAHT Guiding Vision and Mission

A Steering Committee consisting of staff from various cities within the boundaries of the Trust along with individuals representing Los Angeles County, affordable financing, and affordable developers met on three separate occasions to discuss and recommend various governance, policy, and a guiding vision and mission as follows:

The vision of the Gateway Cities Affordable Housing Trust is to secure funding for the region that will increase the production of affordable housing and provide safe and quality homes for lower- and moderate-income individuals and families.

The mission of the Gateway Cities Affordable Housing Trust is to finance the development of affordable housing in the region and thereby increase the supply of housing to lower- and moderate-income individuals and families.

GCAHT Guiding Principles

The guiding principles of the GCAHT:

1. Implement the findings and declarations of the Agreement.
2. Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

3. Retain local control and the ability for local governments to use GCAHT funding for housing solutions when needed, or to participate within the region as a whole.
4. Demonstrate accountability and transparency for parties to the Agreement and the public.
5. Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, and to efficiently accelerate housing for moderate-, low-, very low- and extremely low-income individuals and families.
6. Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
7. Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
8. Serve the region's needs geographically by (1) extremely low-, very low-, low-, and moderate-income, and supportive housing types and (2) population.
9. Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
10. Provide access to funding to ensure that the Gateway Cities subregion receives the maximum benefit for the resources provided.
11. Incorporate County's Coordinated Entry System in conjunction with the cities' locally driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

Part 2 – Bylaws of the Gateway Cities Affordable Housing Trust

ARTICLE I - Name

The name of this entity shall be the “Gateway Cities Affordable Housing Trust” or “GCAHT” in these Bylaws.

ARTICLE II – Board of Directors

Section A: GCAHT Board of Directors

1. All members of the Board of Directors must be from a city that is a party to the Agreement and shall be appointed as set forth in the Agreement.

2. Each of the nine (9) voting members of the Board of Directors of GCAHT shall be entitled to one (1) vote on the Board.

Section B: Selection of Advisory Board Members

An Advisory Board may be appointed by the Trust Board consisting of various government staff, persons with housing development, housing services, finance, and development expertise.

All Advisory Board members are entitled to attend all GCAHT regular and special meetings and to fully participate in such meetings but shall not constitute voting members of the Board.

Advisory Board members need not be elected officials.

Section C: Terms and Vacancies

1. Board of Directors: As set forth in the Agreement, terms of office for members of the Board of Directors shall generally be for two (2) years, subject to initial one (1) year terms for certain members as set forth in the Agreement. A Board of Director's seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member's seat shall automatically be deemed vacant if that member fails to attend three consecutive regular or special meetings. Upon a vacancy, the Trust Board shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

ARTICLE III – Duties of Officers and Board Members

Section A: Duties of the Board of Director Members:

1. Meet when called by the Chair to plan and coordinate the business and proposed activities of GCAHT;
2. Review and consider applications for project funding;
3. Review and consider GCAHT's financial information, including the Annual Financial Report, any related independent audit, and the GCAHT's annual budget; and
4. Serve on subcommittees or task forces when appropriate.

Section B: Formation of Subcommittees

The Board may create subcommittees or task forces to accomplish the goals and purposes of GCAHT.

ARTICLE IV – Meetings

Section A: Regular Meetings

Regular meetings of GCAHT's Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

Section B: Special Meetings

Special meetings of GCAHT may be held at any time upon call of the Chair, provided that the special meetings' noticing, and agenda complies with the Ralph M. Brown Act.

Section C: Voting on Project Funding

As set forth in the Agreement, every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. However, the Board should strive to attain a unanimous decision on all projects which receive funding from GCAHT.

Section D: Voting on Amending GCAHT's Bylaws, Principles, or Procedures

1. Amendments to GCAHT's Bylaws, Principles or Procedures shall be considered at a regular meeting and shall comply with the Ralph M. Brown Act.
2. An amendment to these Bylaws must be approved by a majority vote of the Board of Directors.

Section E: Minutes

The Clerk of the Board shall take minutes for GCAHT. A previous meeting's minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

Section F: Meeting Procedure

The conduct of meetings shall be guided by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

Section G: Location of Meetings

The Board must meet in publicly accessible places typical for hosting public meetings, such as Council Chambers or city community rooms.

ARTICLE V – GCAHT Board Code of Conduct

This GCAHT Board Code of Conduct represents GCAHT's commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. GCAHT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity, and productivity. GCAHT will act in accordance with applicable federal, state, and local laws and regulations.

Section A: Compliance with Policies

Members of the Board of Directors and Advisory Board will conduct the GCAHT business in accordance with the Agreement, these Bylaws, and all adopted policies, including conflict of interest policies.

Section B: Conflicts of Interest

1. The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the “Act”), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090.
2. Members of the Board of Directors are required to file a Statement of Economic Interest (Form 700) in the disclosure category as designated in the GCAHT Conflict of Interest Code.

Section C: Confidentiality

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the GCAHT. This includes but is not limited to information about applications for funding, GCAHT parties and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted. Notwithstanding the foregoing, the GCAHT recognizes that excepting such confidential information which must be carefully preserved, the conduct of its business shall be open and transparent in accordance with the Ralph M. Brown Act and the California Public Records Act.

Section D: Gifts or Honoraria

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors, or personal rewards intended to influence GCAHT decisions or activities.

Section E: Harassment

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from GCAHT Board.

Section F: Laws and Regulations

GCAHT business will be conducted in a manner that reflects the highest standards and in accordance with all applicable federal, state, and local laws and regulations.

STUDY SESSION

1. Automated License Plate Reader
Technology Presentation discussion

REPORTS AND INFORMATION

ITEM 1



CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

October 28, 2025

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

Dear Mayor and Members of the City Council:

AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR COMMUNITY DEVELOPMENT DIRECTOR

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve the City Manager's recommendation of Louis Morales to serve as the City's Community Development Director; and
2. Approve and authorize the City Manager to execute a five-year employment agreement with Mr. Morales, consistent with the City's compensation and benefit practices for executive management employees.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 19, 2025, the Community Development Director position became vacant. To ensure continuity of leadership during a critical period, the City entered into an agreement with Tierra West Advisors, Inc. for interim director services. Under this agreement, Louis Morales was assigned to lead the department and provide day-to-day oversight.

Mr. Morales has since demonstrated effective executive leadership over the City's Planning, Building, Code Enforcement, and Housing programs. During his interim tenure, he has also overseen the implementation of the City's Rent Stabilization Program, advanced planning work for a citywide Parking Program, and supported ongoing General Plan and zoning updates.

Given Mr. Morales' strong performance, institutional knowledge, and professional qualifications, the City Manager recommends his permanent appointment as Community Development Director.

AUTHORIZE AND APPROVE EMPLOYMENT AGREEMENT FOR COMMUNITY DEVELOPMENT DIRECTOR

October 28, 2025

Page 2 of 2

EMPLOYMENT AGREEMENT TERMS

The proposed employment agreement includes the following key terms:

- Position: Community Development Director
- Term: Five (5) years
- Annual Salary: \$210,000
- Benefits: Consistent with the City's adopted Non-Represented Compensation and Benefit Plan for Department Heads, including:
 - Medical, dental, and vision coverage
 - 40 hours of Administrative Leave annually
 - CalPERS retirement benefits per PEPRA (2%@62)
 - Vacation, sick leave, and other executive benefits

The agreement also includes standard provisions for severance, evaluation, and termination consistent with City practices.

FISCAL IMPACT/FINANCING

The salary and benefits for the Community Development Director position are included in the FY 2025–26 Adopted Budget. No additional appropriation is required at this time.

CONCLUSION

Formalizing Mr. Morales' appointment ensures continuity, strong leadership, and sustained momentum across high-priority Community Development initiatives. Staff recommends approval of the employment agreement and appointment.

Respectfully submitted,



RICARDO REYES
City Manager

ATTACHMENT(S)

A. Community Development Director Employment Agreement – DRAFT

ATTACHMENT "A"



2025

EMPLOYMENT AGREEMENT

(Engagement: Community Development Director)
(Parties: City of Huntington Park and [NAME])

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 28th day of October, 2025, by and between the CITY OF HUNTINGTON PARK ("CITY"), a California municipal corporation, and [NAME] ("DIRECTOR" or "Employee"), an individual.

For the purposes of this Agreement, CITY and DIRECTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or DIRECTOR interchangeably. This Agreement sets forth all terms and conditions of employment concerning the employment of [NAME] to the position of the Community Development Director for the CITY.

RECITALS

WHEREAS, CITY desires to employ the services of Employee as Community Development Director subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Huntington Park ("Council") and DIRECTOR believe this Agreement will enhance the excellence and continuity of management of the CITY's Community Development Department; and

WHEREAS, the CITY desires to set forth the reporting structure and responsibilities to ensure alignment with the council-manager form of government; and.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, CITY and DIRECTOR agree as follows:

OPERATIVE PROVISIONS

1. POSITION, DUTIES AND TERM.

1.1 Position. DIRECTOR accepts employment as the Community Development Director for CITY. The DIRECTOR shall perform the duties and

responsibilities as outlined in Section 1.5 [Duties] under the supervision and direction of the City Manager.

1.2 Reporting Relationship. DIRECTOR shall report directly and exclusively to the City Manager. The City Manager shall be the primary point of contact for all directives, performance evaluations, and day-to-day management instructions.

1.3 Council Interaction. DIRECTOR shall attend Council meetings and provide updates on departmental activities as directed by the City Manager. However, DIRECTOR shall not receive direction from individual Council members, and any inquiries, feedback, or directives from the Council must be channeled through the City Manager. No individual Council member shall direct or attempt to direct the actions of the Community Development Director.

1.4 At-Will. DIRECTOR acknowledges that his employment is at-will and that he serves at the pleasure of the Council through the City Manager. DIRECTOR may be terminated at any time, with or without cause, as provided for in Section 4 [Termination] of this Agreement.

1.5 Duties. DIRECTOR shall perform all duties necessary to oversee the Community Development Department, as described in the attached job description and as directed by the City Manager. DIRECTOR's duties shall include:

- a. Attending all meetings of the Council, including regular and special meetings, unless excused by the City Manager. The DIRECTOR shall receive notice of all regular and special meetings of the Council;
- b. Preparing agenda documents and staff reports for any regular or special meetings of the Council pertaining to the Community Development Department;
- c. Directing the work of all Community Development Department employees and endeavor to implement changes that the DIRECTOR believes will result in greater efficiency, economy, or improved public service in the provision of CITY services;
- d. Recommending the adoption of such measures as the Community Development Director may deem necessary or expedient for the health, safety, or welfare of the community or the improvement of administrative services;
- e. Conducting research in administrative practices for the Community Development Department in order to bring about greater efficiency and economy in CITY government and develop and make recommendations regarding long range plans to improve CITY operations and prepare for future CITY growth and development;

- f. Providing management training and developing leadership qualities among staff as necessary to foster a team that can plan for and meet future challenges and changes;
- g. Supporting CITY government in emergencies as authorized by the CITY's Municipal Code and California law; and
- h. Participating in and involvement with local, regional, and statewide professional organizations beneficial to the CITY.

1.6 Hours of Work. DIRECTOR's position is classified as exempt under the Fair Labor Standards Act ("FLSA"), and he is expected to work as needed to fulfill his duties. DIRECTOR shall make himself available to the City Manager and Council for meetings and updates, as requested by the City Manager. As an FLSA-exempt employee, DIRECTOR is not entitled to, and shall not be paid, additional compensation for overtime.

1.7 Other Activity. In accordance with Government Code section 1126, during the period of his employment, DIRECTOR shall not accept, without the express prior written consent of the CITY MANAGER, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of DIRECTOR's duties as DIRECTOR.

1.8 Term. DIRECTOR's term of employment as Community Development Director shall commence on **October 28, 2025**, and continue for a period of **five (5) years**, unless terminated earlier as set forth herein (referred to hereinafter as the "Term"). At the end of the Term, the Council, through the City Manager, reserves the sole discretion to extend the employment for an additional period as determined by the Council.

2. Compensation and Benefits.

Effective for the duration of this agreement, CITY agrees to compensate DIRECTOR at an annual salary of \$210,000. DIRECTOR will not be entitled to any additional compensation, including overtime compensation. However, DIRECTOR shall receive all benefits afforded to Department Heads in current CITY service; including, without limitation, vacation time, sick leave or other leave time, and any post-employment benefits to which the DIRECTOR shall be eligible. Furthermore, DIRECTOR shall receive annual increases in benefits and Cost-of-Living Adjustments ("COLA") to the same rate/amount as stated in the Non-Represented Employees Compensation and Benefit Plan.

In addition to the above-stated salary, DIRECTOR shall receive the following benefits:

- a. CITY shall provide a cellular telephone for official use only during DIRECTOR's tenure under this Agreement.
- b. CITY shall provide DIRECTOR with his choice of medical, dental, vision, long-term disability, and life insurance plans as provided to all other CITY employees.
- c. DIRECTOR meets the definition of a "new member" under the Public Employees' Pension Reform Act of 2013 (PEPRA) (Government Code section 7522.20(a)), in that he became a member of CalPERS for the first time on or after January 1, 2013, and was not a member of any other public retirement system prior to that date. As a new member, PEPRA requires that member contributions toward retirement be fifty percent (50%) of the total normal cost, as determined annually by CalPERS. Currently, the retirement formula for new members at the CITY is 2% at age 62. The current employee contribution rate for new members is 8.25% of reportable salary. The CITY's current employer contribution rate is 8.18% of reportable salary.
- d. DIRECTOR shall be entitled to receive forty (40) hours per year of administrative leave. If this Agreement is extended to an additional year(s), any remaining administrative leave shall not carry forward to the following year(s).
- e. DIRECTOR shall be entitled to eight (8) hours of sick leave for every month of employment. In the last pay period of each fiscal year, one-half (50%) of the employee's unused accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by CITY at the employee's regular rate of pay in effect on June 30th.
- f. Provided DIRECTOR retires with at least five (5) years of full-time service with CITY, CITY shall pay one-hundred percent (100%) of the maximum level of CITY's contribution based on the Basic Kaiser Permanente — L.A. Area Region monthly health premium (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for those eligible retired Non-Represented employees under the California Public Employees' Medical and Hospital Care Act (PEMHCA) or other health insurance and all other forms of health insurance for these retired employees and their dependents.

3. Taxes.

DIRECTOR shall be responsible for his federal, state, local or other taxes resulting from any compensation or benefits provided to him by CITY under this Agreement. CITY may withhold all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling from any compensation or benefits provided under this Agreement. CITY shall not be liable (except in cases of CITY's errors or omissions) for any state or federal tax consequences to DIRECTOR, to any designated beneficiary hereunder, and/or to the heirs, administrators, executors, successors, and assigns of Employee. Employee shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold CITY harmless from such tax consequences.

4. Termination.

4.1 Termination by CITY for Convenience.

(a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate DIRECTOR at any time for convenience and without cause, by providing DIRECTOR thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place DIRECTOR on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss DIRECTOR notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment" shall be an amount equal to six (6) months base salary, less any and all applicable or legally required deductions. DIRECTOR agrees to sign a confidentiality agreement upon termination of this agreement regardless of being terminated with cause or without cause, as permitted by law. DIRECTOR shall also receive all applicable accrued vacation and/or sick leave as provided herein together with any extension of benefits required and permitted under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."

(b) Within ninety (90) calendar days of a swearing-in after a CITY election, CITY may not act to terminate DIRECTOR for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating DIRECTOR's employment for cause at any time as provided elsewhere under Section 4 of this Agreement.

4.2 Termination by Employee. DIRECTOR may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. Upon receipt of such notice, CITY shall have the option, in its complete discretion, to make DIRECTOR's termination effective upon

any date preceding the 30-day notice period, provided CITY pays DIRECTOR all compensation due and owing him through the last day actually worked, plus an amount equal to the Base Salary DIRECTOR would have earned through the balance of the thirty (30) day notice period. DIRECTOR shall not receive a "severance payment" in the event he terminates employment with CITY pursuant to this Section 4.

4.3 Termination for Cause by CITY. CITY may immediately terminate DIRECTOR's employment with CITY and this Agreement at any time by providing DIRECTOR's written notice of his termination for cause. No "severance payment" shall be paid in the event DIRECTOR's employment is terminated for cause, except that CITY shall pay DIRECTOR for his accrued and unused vacation and sick leave, as provided for in this Agreement and as permitted by law. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (a) theft; (b) material dishonesty; (c) willful or persistent material breach of duties; (d) engaging in unlawful discrimination, harassment or retaliation of employees or any third party while on CITY premises or on CITY time; (5) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; (6) unauthorized absences; and/or (7) engaging in willful political activity during working hours, while using CITY resources, or while acting in an official capacity on behalf of the CITY, including the use of CITY property, time, position, or influence to support or oppose candidates for the Council or other elected offices, in violation of Government Code section 3201, et seq., City policy or this Agreement. DIRECTOR expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY's Employment Policies. DIRECTOR also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

4.4 Termination Obligation. DIRECTOR shall have the option to purchase and keep all mobile electronic devices and/or laptop issued to him by CITY for fair market value, subject to City Manager's approval ,and DIRECTOR agrees that all other CITY property, including without limitation, all equipment, tangible items (e.g. keys, badges), Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of DIRECTOR's employment. DIRECTOR's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which DIRECTOR is entitled under this Agreement shall cease upon DIRECTOR's termination in accordance with

this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to DIRECTOR, or unless otherwise required by law.

4.6 Cessation of Work Due to Non-Permanent Illness or Injury. In addition to any right of termination set forth under Sections 4.1, above, CITY reserves the right to terminate DIRECTOR's employment along with this Agreement if DIRECTOR ceases to work as a result of illness or injury: (a) which does not arise out of the course of employment; and (b) which does not limit a major life activity within the meaning of the California's Fair Employment and Housing Act or the Federal Americans with Disabilities Act; and (3) where, if the DIRECTOR qualifies for medical leave under the California Family Rights Act, the cessation of work continues beyond a period of twelve weeks.

4.7 Disability. In addition to any right of termination set forth under Section 4.1, above, CITY reserves the right to terminate DIRECTOR's employment along with this Agreement after DIRECTOR suffers any physical or mental disability that does not arise out of the course of employment and that prevents the performance of DIRECTOR's essential job duties, unless reasonable accommodation can be made to allow DIRECTOR to continue working. The foregoing notwithstanding, CITY may terminate DIRECTOR if the disability poses a direct threat to CITY, DIRECTOR or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat.

4.8 Illness, Injury or Disability Arising Out of the Course of Employment. In the event DIRECTOR suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate DIRECTOR solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers' compensation laws for the State of California, the Americans with Disabilities Act, and the California Fair Employment and Housing Act. Further, DIRECTOR's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

4.9 Medical Examination. DIRECTOR agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 4.6 through 4.8. The CITY shall not receive copies of the medical reports and shall not be informed of any particular medical condition, but shall only receive information regarding the DIRECTOR's functional capabilities and/or work restrictions as it relates to his position, and whether he can perform his job duties without posing a direct threat to the health and safety of himself or others. DIRECTOR shall receive a copy of all medical reports related to the examination.

4.10 Death of Employee. This Agreement along with DIRECTOR's employment shall terminate automatically upon DIRECTOR's death.

5. Annual Evaluation.

At a time agreed upon by the City Manager and DIRECTOR, the City Manager will annually review and evaluate the performance of [NAME] as DIRECTOR of the Community Development Department and may use an experienced professional outside facilitator mutually agreed upon by the City Manager and DIRECTOR to do so. The purpose of the review shall be to provide DIRECTOR with feedback on his performance, including the performance of the duties set forth in Section 1.5 above, progress in meeting, achieving, or exceeding Council or City Manager's defined goals, objectives, priorities, activities, and programs, and to identify areas requiring improvement, and how such improvement may be accomplished. In conducting the performance evaluation and considering adjustments to DIRECTOR's compensation, the City Manager may consider, among other things, DIRECTOR's:

- a. overall performance as DIRECTOR, including leadership and management skills;
- b. professional ethics;
- c. progress in meeting, achieving, or exceeding Council and City Manager's defined goals, objectives, priorities, activities, programs;
- d. involvement in local, regional, and statewide organizations beneficial to the CITY;
- e. the financial feasibility or desirability of authorizing any proposed adjustment to compensation in light of current and/or projected economic conditions, including whether the CITY is operating with a balanced budget;
- f. prevailing job market conditions and compensation trends; and
- g. such other factors as the City Manager may find relevant.

Any proposed upward adjustment to DIRECTOR's compensation shall be at the sole discretion of the City Manager. The Council shall at all times retain discretion to agree to or deny any proposed increase to DIRECTOR's compensation terms, notwithstanding the findings or determinations of any performance review. Failure of CITY to provide a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 [Termination].

6. Business Expenses.

The CITY shall reimburse DIRECTOR for all reasonable CITY related business expenses incurred by him in accordance with submittal, processing, and payment policies of CITY.

7. Professional Membership and Training Expenses.

Upon obtaining prior consent from the City Manager, CITY shall reimburse DIRECTOR for reasonable expenses associated with DIRECTOR's membership, training, and travel to participate in local, regional, and statewide organizations beneficial to CITY.

8. Proprietary Information

"Proprietary Information" means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During DIRECTOR'S employment by CITY, DIRECTOR shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform DIRECTOR'S job responsibilities under this Agreement. Following termination, DIRECTOR shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. DIRECTOR obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

9. Conflict of Interest

DIRECTOR shall not, during the term of this Agreement, individually, as a partner, joint venture, officer, or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without CITY's prior approval. DIRECTOR shall also be subject to the conflict of interest provisions of the Government Code of the State of California, CITY's Municipal Code, and any other conflict of interest regulations applicable to DIRECTOR employment with the CITY. For and during the Term of this Agreement and any extension thereto, DIRECTOR further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, DIRECTOR will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager. The DIRECTOR shall refrain from engaging in any conduct – on or off duty – that compromises CITY's financial integrity or creates a perception of misuse of public funds or self-dealing.

10. Political Activities

DIRECTOR shall maintain political neutrality in the performance of official duties and shall not use his position, title, or CITY resources for personal political advocacy. DIRECTOR shall act in a manner that upholds the public trust, maintains public confidence in the integrity of CITY operations, and avoids any appearance of impropriety or favoritism. DIRECTOR shall comply with all applicable CITY policies, including but not limited to ethics rules, purchasing and procurement regulations, and any other applicable federal, state, or local law.

GENERAL PROVISIONS

11. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified, or registered, and addressed to CITY at the address below, and or at the last known address maintained in DIRECTOR personnel file. DIRECTOR agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: Mayor and City Clerk

DIRECTOR Address:

[Deliver to last updated address in personnel file]

12. Indemnification

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold DIRECTOR harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, CITY shall have no duty to indemnify, defend, or

hold DIRECTOR harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

13. Bonding.

CITY shall bear the full cost of any fidelity or other bonds required of the Community Development Director under any laws or ordinance.

14. Entire Agreement

This Agreement is intended to be the final, complete, and exclusive statement of the terms of DIRECTOR's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of DIRECTOR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to DIRECTOR and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2 above, DIRECTOR shall be eligible to participate in any other CITY programs/employment benefits to the extent City offers them to non-represented CITY employees.

15. Amendments

This Agreement may not be amended except in a written document signed by DIRECTOR, approved by City Council and signed by City Attorney.

16. Waiver

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

17. Assignment

DIRECTOR shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to DIRECTOR, assign its rights and obligations hereunder.

18. Severability.

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

20. Interpretation.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

21. Acknowledgment.

DIRECTOR acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its City Manager and duly attested to by its City Clerk, and DIRECTOR has signed and executed this Agreement, as of the date first indicated above.

CITY OF HUNTINGTON PARK

[NAME]

By: _____
Ricardo Reyes
City Manager

By: _____

ATTEST:

By: _____
City Clerk

DRAFT

ITEM 2



CITY OF HUNTINGTON PARK

Department of Communications and Community Relations
City Council Agenda Report

October 28, 2025

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT WITH FUERZA FOUNDATION TO PLAN AND PRODUCE THE CITY OF HUNTINGTON PARK'S 2025 HOLIDAY PARADE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to negotiate final cost and enter into an agreement with Fuerza Foundation for the planning and production of the 2025 holiday parade.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year, the City of Huntington Park staff and residents alike, look forward to the Annual Holiday Parade as it consistently brings together the community and provides enjoyment to all. This year, on October 10, 2025, through PlanetBids, the City posted a Request for Proposals (RFP) inviting organizations to submit a proposal to plan and produce the 2025 Holiday Parade. Two organizations downloaded the files and only Fuerza Foundation submitted a proposal. Fuerza Foundation is a nonprofit committed to transforming survival into strength and building resilient communities. They advance stability and opportunity through strategic support, partnering with families and neighborhoods to uplift through education, housing, and empowerment, rather than by handouts. Their work addresses systems of inequity by investing in community-led solutions, fostering long-term resilience, and enabling every person to build a future of dignity, security, and belonging.

Fuerza Foundation's approach to coordination centers on proactive communication, collaborative planning, and precision execution. A dedicated Parade Operations Team will be assigned to manage logistics, staging, participant coordination, and real-time communication with City staff and law enforcement. They will develop a Parade Master Plan and Operations Manual outlining timelines, lineup order, crowd control measures,

CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT WITH FUERZA FOUNDATION TO PLAN AND PRODUCE THE CITY OF HUNTINGTON PARK'S 2025 HOLIDAY PARADE

October 28, 2025

Page 2 of 2

and emergency protocols. Conduct pre-event coordination meetings with City departments, including Police, Fire, and Public Works, to ensure alignment on safety, road closures, and accessibility. Deploy a staging and command post at the VIP Reception area to serve as the central hub for communication, dispatch, and problem resolution during the event. Utilize digital tools for real-time coordination among staff, volunteers, and city personnel. This method will ensure every operational detail from float entry to finale is synchronized, efficient, and reflective of Huntington Park's long-standing holiday tradition.

FISCAL IMPACT/FINANCING

Funding for the 2025 Holiday Parade Production was allocated and approved in the FY 2025/2025 Adopted Budget.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



SERGIO INFANZON
Director of Communications and Community Relations

ATTACHMENT(S)

- A. Scope of Work – Proposal
- B. Professional Services Agreement (PSA)
- C. 2025 Holiday Parade RFP
- D. Project Participation List - PLanetBids

ATTACHMENT "A"

Fuerza Foundation Proposal



Section 1.

Company Profile: Fuerza Foundation is a nonprofit committed to transforming survival into strength and building resilient communities. We advance stability and opportunity through strategic support, partnering with families and neighborhoods to uplift through education, housing, and empowerment, rather than by handouts. Our work addresses systems of inequity by investing in community-led solutions, fostering long-term resilience, and enabling every person to build a future of dignity, security, and belonging.

Legal name: Fuerza Foundation

Address: 1210 Sherry Ct. San Leandro, CA 94577

History: Fuerza Foundation was created by people from the same neighborhoods we serve. Our communities are built on resilience, shared values, and the determination to create a stronger future.

We work hard to keep our costs low so that more resources reach the families and communities. With many of our projects rooted in grassroots efforts, we're able to respond quickly to urgent needs and deliver meaningful results that can be seen and felt.

Qualifications, key personnel (Bios):

A. Edgar Campos (Co-Founder / Member of the Board / CEO) - Edgar Campos is a 20-year veteran of Los Angeles' political, nonprofit, and civic sectors. He has held senior leadership roles across government, community-based organizations, and advocacy campaigns, bringing extensive experience in public policy, strategic planning, and stakeholder engagement. Campos has managed successful issue advocacy initiatives, city measures, and state proposition campaigns, and has served on numerous civic boards and committees, including the Mayor of Los Angeles' GRYD panels (2018, 2022) and the California Board of Community Corrections Prop 47 panels (2019, 2024). Campos began his career advancing college readiness programs and grassroots organizing in South Los Angeles. His lifelong commitment lies in translating complex policy issues particularly those affecting immigrant Latino and working-class

African American communities into community-driven solutions that empower residents and foster equity. Recognized for his holistic approach, his work spans immigration, housing, criminal justice reform, child welfare, sustainability, and education, emphasizing how interconnected systems shape a family's ability to thrive. He previously served as Chief Strategy Officer for the LAUSD School Board President's Office, completed a term on the Board of Directors for the United Way of Greater Los Angeles, and most recently served as Chief Advancement Officer for the L.A. Promise Fund (LAPF). Campos holds a B.A. from UCLA and an M.B.A. in Nonprofit Executive Management, combining academic rigor with two decades of field experience to advance equitable, community-centered policy and development.

B. Daniel Morones (Co-Founder / Chairman) - Daniel Morones is a seasoned housing and education professional, community advocate, and the visionary Co-Founder and Chairman of the Fuerza Foundation, a 501(c)(3) nonprofit dedicated to education, housing, and community empowerment. With over 15 years of experience in housing access, financial literacy, and youth development, Daniel blends operational expertise with a deep commitment to equitable opportunity. A graduate of California State University, Long Beach with a degree in Liberal Studies in Education, Daniel began his career as a public educator at a Title I charter school in Huntington Park, where he taught Music Appreciation and coached soccer. His work in the classroom deepened his understanding of how financial instability and systemic inequities affect family and youth outcomes. Since 2011, Daniel has been an NMLS-licensed mortgage banker, helping first-time homebuyers, especially veterans, navigate complex lending systems. His focus on financial empowerment and generational wealth building continues to shape his advocacy today. Daniel later served as Community and Homeownership Services Manager at Habitat for Humanity of Orange County, overseeing housing outreach and compliance with federal lending and fair housing laws. Collaborating with local officials and nonprofit partners, he expanded public education on affordable housing and equitable access to homeownership. Through Fuerza Foundation, Daniel's mission is to transform fear into *fuerza*—strength—by aligning grassroots advocacy, financial literacy, and rapid-response community action to uplift underserved families.

C. Marysol Arellano (Co-Founder / Vice Chairwoman) - Marysol Arellano is a compassionate humanitarian, medical professional, and wellness consultant with over 15 years of experience helping individuals build confidence, healing, and lasting self-worth. Rooted in both science and empathy, her career in wellness and aesthetics has shown her how self-esteem and healing are deeply connected. Her life's work centers on helping people rediscover strength and dignity, transforming personal wellness into a foundation for empowerment. Through the Fuerza Foundation, which she co-founded, Marysol extends her mission to support families affected by deportation, systemic injustice, and economic hardship. She leads programs focused on

advocacy, education, and community wellness helping families not just survive, but thrive. Her approach emphasizes unity, compassion, and long-term empowerment, guided by the belief that *“La unión hace la fuerza”*—unity creates strength. Proud of her cultural roots, Marysol draws inspiration from her father, José María “Chema” Arellano, a celebrated guitarrón player with Mariachi Los Camperos and featured artist on Linda Ronstadt’s landmark album *“Canciones de Mi Padre.”* Marysol honors his legacy through her continued mariachi performances, using music to bridge generations and preserve cultural pride. Her work reflects a lifelong commitment to nurturing both community and identity building resilience through love, heritage, and purpose.

D. Christian Hernandez (Co-Founder / Secretary) - Christian Hernandez is an accomplished public servant and community leader with a proven record of advancing transparency, civic engagement, and equitable development. He served as Vice Mayor of Cudahy, California from 2016 to 2018, where he championed initiatives that improved public safety, expanded access to local government through technology, and laid the groundwork for sustainable economic growth. During his tenure, he also represented the city on several key regional bodies, including the Southern California Association of Governments (SCAG), Gateway Cities Council of Governments, and the California Contract Cities Association, contributing to policies that strengthened collaboration across municipalities. A UCLA alumnus with a B.A. in Political Science (2011), Christian has long dedicated his career to public administration and community development. He has served on the Board of TRUST South LA, a nonprofit promoting equitable urban planning and community ownership in Los Angeles. Today, as Co-Founder and Secretary of the Fuerza Foundation, Christian channels his experience in governance and advocacy toward building community programs that empower families, expand access to resources, and foster long-term social and economic mobility. His leadership continues to reflect a deep commitment to equity, collaboration, and public trust.

E. Robert Gonzalez (Co-Founder / Treasurer) - Robert brings decades of experience in strategic leadership, financial oversight, and mission-driven service to his role as Treasurer of the Fuerza Foundation. With a diverse background in nonprofit governance, civic engagement, and technology infrastructure, he has helped organizations achieve stability, transparency, and lasting community impact. Currently, the I.T. Sector Chief of Los Angeles for Infragard, an FBI-affiliated independent nonprofit organization dedicated to protecting U.S. critical infrastructure. He also served as Secretary of the San Francisco Bay Internet Society and currently acts as Founding Treasurer of ISOC LA-SOCAL, advancing internet equity and digital access initiatives across Southern California. Previously, Robert served as Treasurer of the Fullerton Historic Theatre Foundation, where he helped secure over \$1.7 million to preserve the landmark Fox Theatre. Robert’s civic service includes appointments to the City of Fullerton’s Transportation and Redevelopment Commissions, where he advocated for

infrastructure improvements and community-centered planning. He has also supported medical fundraising as Vice Chair of the Servite High School Alumni Association and assisted FEMA disaster relief efforts in Orange County. Professionally, Robert ensures secure data integrity and financial file transfers for a majority of California hospitals. His expertise in cybersecurity, database automation, and systems transparency strengthens Fuerza Foundation's financial accountability and operational integrity. A passionate advocate and public speaker, Robert believes that true impact occurs when strong missions are paired with measurable outcomes and ethical stewardship.

Section 2.

Relevant Experience: At least three references for similar large-scale parades or special events.

- **Profile 1 - Girls Build:** Under the leadership of our CEO, Edgar Campos, as the former CAO for LAPF, the Girls Build event is a program that empowers young women to become community leaders through project-based learning, mentorship, and large-scale summits. The initiative, which started in 2014, provides teams with grants to implement community-based projects focused on issues like civic engagement, health, and STEM. The annual summit brings together thousands of middle and high school girls to be inspired by leaders and connect with peers to tackle critical issues. The last annual summit was a large-scale event designed to engage, inspire, and empower girls through interactive programs at the YouTube Theater on the SoFi Stadium campus. The summit has in the past featured influential leaders, entrepreneurs, and change-makers, with past speakers including Michelle Obama, Kamala Harris, and Janelle Monáe. Over 80 partner organizations have taken part in the event. Over 120 volunteers and paid staff play a role in the successful event logistics and execution. This event was streamed live by Microsoft for social media audiences. The budget accounted for roughly \$500K in spending and \$300K in net fundraising gains.
- **Profile 2 - Walk United:** Under the leadership of our CEO, Edgar Campos, as the a former Board Member to the United Way for Greater Los Angeles, Walk United is works with local community, philanthropic organizations, and 7,500 participants raised nearly \$1.2M during WalkUnitedLA in 2024 at SoFi Stadium on May 11. The annual family-friendly walk brings communities together from across the county to power the fight to break cycles of poverty and build communities of prosperity in Los Angeles. 2024's WalkUnitedLA Honorary Chairs were Rams players: Steve Avila, Ernest Jones, Kobie Turner, and Kyren Williams. Andrew Whitworth, 2021 Walter Payton NFL Man of the Year and

Super Bowl LVI Champion, served as the event's co-host. In addition, Rams fans had the opportunity to meet the Rams 2024 Rookie Class in their first community appearance following the NFL Draft. Since 2007, WalkUnitedLA (formerly known as HomeWalk) has brought together nearly 150,000 people from across Los Angeles County and raised over \$10 million to end homelessness, becoming the single largest annual event to end homelessness nationwide. Generally the event costs roughly \$500K to produce on a yearly basis.

- **Profile 3 - Xmas Toy Drive, City of Cudahy:** The annual Christmas Toy Drive stands as a testament to the leadership and community vision of Christian Hernandez, Co-Founder and Secretary of the Fuerza Foundation, who previously served as Vice Mayor of Cudahy, California (2016–2018). During his tenure, Christian directly oversaw the planning and execution of this large-scale holiday event, ensuring that local families received meaningful support and that children experienced the joy of the season. Held at Cudahy Park, the Toy Drive brought together more than a dozen city partners, 50 staff and volunteers, and local sponsors to distribute thousands of toys and essential items. With approximately \$60,000 in community contributions, the initiative provided hundreds of children with gifts and lasting holiday memories. Featuring live entertainment and appearances by figures such as El Carnalillo and Del Records, the event demonstrated Christian's ability to unite civic leaders, artists, and organizations in service of the community, a reflection of his dedication to collaboration, inclusion, and public service.
- **Profile 4 - 4th of July Festivities, City of Cudahy:** The annual 4th of July Festivities in Cudahy served as another example of Christian Hernandez's dedication to civic engagement and community celebration. As Vice Mayor of Cudahy, California (2016–2018), Christian played a key leadership role in overseeing the planning, coordination, and execution of one of the city's largest public events, drawing thousands of residents and visitors to Cudahy Park for a day of unity, culture, and celebration. Under his direction, the festivities brought together multiple city departments, public safety teams, and local sponsors to deliver a family-friendly experience that included live performances, food vendors, children's activities, and a fireworks showcase. The event fostered civic pride and strengthened community connections across Southeast Los Angeles, demonstrating Christian's ability to unite stakeholders around shared goals and deliver large-scale events that highlight both tradition and local identity.

Section 3.

Technical Proposal – Approach to coordination, sponsorships, security, media

production, accessibility, sustainability.

A. Coordination & Event Management: Our approach to coordination centers on proactive communication, collaborative planning, and precision execution. A dedicated Parade Operations Team will be assigned to manage logistics, staging, participant coordination, and real-time communication with City staff and law enforcement. We will: Develop a Parade Master Plan and Operations Manual outlining timelines, lineup order, crowd control measures, and emergency protocols. Conduct pre-event coordination meetings with City departments, including Police, Fire, and Public Works, to ensure alignment on safety, road closures, and accessibility. Deploy a staging and command post at the VIP Reception area to serve as the central hub for communication, dispatch, and problem resolution during the event. Utilize digital tools (e.g., Slack channels or EventOps software) for real-time coordination among staff, volunteers, and city personnel. This method will ensure every operational detail from float entry to finale—is synchronized, efficient, and reflective of Huntington Park's long-standing holiday tradition.

B. Sponsorship: We will leverage existing civic, business, and nonprofit relationships to secure sponsorships that enhance both event quality and fiscal sustainability. Our approach includes: Designing tiered sponsorship packages (Presenting, Gold, Silver, and Community Partner) aligned with City branding guidelines. Actively soliciting partnerships from local corporations, regional media outlets, and community organizations. Providing transparent reporting of all sponsorship contributions and in-kind donations in compliance with City requirements. Coordinating sponsor recognition through banners, stage acknowledgments, social media tagging, and digital content integration during the livestream. Dedicating a portion of sponsorship proceeds to expand free public bleacher seating and youth organization participation. This sponsorship strategy not only offsets production costs but also strengthens community pride and private-public collaboration.

C. Security & Safety Plan: Public safety is central to our technical execution. We will contract a licensed California Private Patrol Operator (PPO)-certified security firm with verified insurance coverage. Deploy approximately 56–60 uniformed guards for an 8-hour operational window, consistent with historical staffing levels. Integrate all security personnel into the parade's communication system via radio network linked to the City's Emergency Operations Command. Assign specialized teams for VIP protection, crowd management, barricade control, and traffic coordination. Conduct a security walkthrough 48 hours prior to the event and submit a detailed Security Operations Plan to the City 14 days before parade day. Our model emphasizes visibility,

deterrence, and coordination ensuring a festive yet secure environment for all attendees.

D. Media Production & Communications: We will deliver a broadcast-quality production suitable for multi-platform streaming and archiving. Our media plan includes multi-camera, high-definition coverage with professional lighting, audio, and on-screen graphics, live broadcasting on City-designated social media channels (YouTube, Facebook, Instagram) with simultaneous recording for redundancy, a professional host team providing bilingual (English/Spanish) narration and interviews with parade participants, a post-event highlight reel and full-length digital archive delivered to the City for future marketing use. Integration of sponsor recognition segments, live captions for accessibility, and coordination with the City's Pacific Boulevard billboard for pre-event promotion. This strategy ensures broad reach, brand consistency, and long-term promotional value for the City of Huntington Park.

E. Accessibility & Inclusion: Accessibility is embedded throughout our event design. We will install ADA-compliant bleachers and rest areas with designated wheelchair spaces and accessible pathways, provide ASL interpreters for stage and announcement segments, ensure accessible restroom facilities, handwashing stations, and signage with multilingual and icon-based directions, and offer digital access to livestreams with closed captioning for remote audiences. Our team will coordinate with the City's ADA Coordinator to confirm all setups meet federal and state accessibility standards.

F. Sustainability & Environmental Stewardship: Our sustainability plan supports the City's environmental goals through responsible resource management and waste reduction. We will implement a recycling and waste diversion plan in coordination with the City's contracted hauler, ensure all vendors use recyclable or compostable food service materials, coordinate with Public Works for pre- and post-event street sweeping and trash receptacle deployment, minimize energy use through LED lighting, battery-efficient equipment, and eco-conscious power generators, prioritize local vendors and small businesses from Huntington Park to reduce transportation emissions and maximize community benefit. Through these measures, the 2025 Holiday Parade will model environmental responsibility alongside cultural celebration.

Section 4.

Cost Proposal – Itemized budget, distinguishing reimbursable costs from contractor-covered costs. Identify optional elements (e.g., extra bleachers, enhanced broadcast package).

Category	Description	Estimated Cost
1. Coordination & Management	Parade producer, project manager, staff planning meetings, City coordination, permits, insurance documentation	\$22,000
2. Parade Operations & Logistics	Parade lineup coordination, entry management, Grand Marshal logistics, volunteer coordination, staging & float order setup	\$15,000
3. VIP Reception	Venue setup, décor, catering coordination, seating, lighting, guest management, entertainment	\$12,000
4. Floats, Bands & Performers	Float rentals (10–12 units), performance stipends, local bands/dance groups, community entries	\$25,000
5. Infrastructure & Equipment	Bleachers (3 ADA-compliant units, 300 capacity each), staging platforms, lighting, sound, generators, barricades	\$28,000
6. Security & Safety	Licensed PPO firm with 60 guards x 8 hours, radios, crowd management, emergency coordination	\$32,000
7. Media Production & Broadcasting	Multi-camera filming, live streaming, professional lighting, sound mixing, announcers, post-production editing	\$18,000
8. Marketing & Sponsorship Activation	Sponsorship packages, banners, posters, digital media design, community outreach, signage	\$8,000
9. Accessibility & ADA Compliance	ADA bleacher seating, accessible restrooms, handwashing stations, ASL interpreters, closed captions for livestream	\$6,000

10. Sustainability & Waste Management	Recycling stations, trash/compost bins, coordination with City hauler, cleanup staffing, street sweeping coordination	\$7,500
11. Permitting, Insurance, & Administrative Fees	Special event permits, County notifications, insurance certificates, documentation, staff overtime contingencies	\$5,500
12. Contingency (10%)	To cover unforeseen expenses or required City add-ons	\$18,000

Estimated Total: \$199,000

Section 5.

Revenue Plan – Sponsorship and ticketing projections, reporting methods, and financial controls.

1. Insurance & Licensing – Evidence of insurance coverage and all required licenses.
2. Project Timeline – Milestones, deliverables, and completion dates

Sponsorship and Ticketing Projections: The 2025 Huntington Park Holiday Parade will be financed through a balanced combination of City support, sponsorship revenue, and ticketing income. Based on historical benchmarks from comparable regional parades, our conservative projections are as follows:

Revenue Source	Description	Projected Revenue
Sponsorship Packages	Corporate, local business, and nonprofit partners (Gold, Silver, Community tiers)	\$75,000
Ticketed Bleacher Seating	300 premium seats @ \$20 average per ticket	\$6,000
In-kind Sponsorships	Donated services, materials, media support	\$8,000
Total Projected Revenue		\$89,000

A dedicated Sponsorship Coordinator will maintain detailed tracking of sponsor agreements, contributions, and benefits using the City's reporting templates. Monthly

Revenue Summary Reports will be provided to the City, detailing cash and in-kind contributions, ticket sales, and sponsor benefit fulfillment. All sponsorships will be subject to City category approval and compliance with Huntington Park branding standards. A final post-event financial reconciliation will summarize all revenues, expenditures, and verified receipts.

Financial Controls: All revenues will be deposited into a designated event account managed under dual-control authority (Event Producer and City Finance Liaison). Ticketing will be administered via Activenet or City-approved platform, ensuring secure transactions, automated reconciliation, and transparent reporting. Sponsorship and vendor payments will be received with City-approved invoice templates and cross-referenced against executed agreements. A CPA-reviewed ledger will be available for audit by the City upon request to ensure full transparency and fiscal accountability.

B. Insurance & Licensing: Consistent with the City's requirements, the following insurance coverage and licenses will be maintained for the duration of the project:

Coverage Type	Requirement	Carrier / Notes
General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate	Coverage through licensed carrier meeting City standards
Automobile Liability	\$1,000,000 per occurrence	Applies to all company and rental vehicles used in event operations
Workers' Compensation	Statutory limits	Full coverage for all employees and contracted personnel
Additional Insured Endorsement	City of Huntington Park, its officers, officials, employees, and volunteers	Will be named on all certificates
Security Provider Licensing	Valid California Private Patrol Operator (PPO) License	Required for security subcontractor
Business & Professional Licenses	Valid City of Huntington Park Business License and State Contractor Registration	To be maintained and provided prior to contract execution

All certificates of insurance and licensing documentation will be submitted to the City prior to contract execution and remain active through December 2025.

C. Project Timeline

Milestone	Deliverable	Completion Date
Contract Award	City issues Notice to Proceed	October 30, 2025
Initial Coordination Meeting	Kickoff with City departments and public safety agencies	Week of November 3, 2025
Sponsorship Outreach Launch	Distribution of approved sponsorship packages	November 5–15, 2025
Parade Operations Plan Draft	Includes lineup, traffic, and vendor logistics	November 20, 2025
Security and Accessibility Plans	Submitted for City review and approval	November 29, 2025
Final Parade Master Plan	Includes full timeline, vendor maps, and staffing matrix	December 2, 2025
VIP Reception Logistics Finalized	Catering, décor, guest management	December 6, 2025
Media Production Setup	Test livestream systems and pre-event promotions	December 8–10, 2025
Parade Day	Event execution (VIP Reception 4:00 p.m. / Parade 6–8 p.m.)	December 13, 2025
Post-Event Wrap-Up	Sponsor fulfillment, final reporting, video delivery	December 22, 2025
Final Financial Reconciliation	All invoices, receipts, and summary report submitted	January 10, 2026

ATTACHMENT "B"



PROFESSIONAL SERVICES AGREEMENT

(Engagement: SERVICE BEING PROVIDED)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **28 of October 2025** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **Fuerza Foundation** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, on October 28, 2025, the CITY entered into a Professional Services Agreement (the "Master Agreement") with Fuerza Foundation to provide Parade Production Services; and

WHEREAS, on October 28, 2025, the Professional Services Agreement was assigned to the CONSULTANT, which assignment the City agreed to on October 28, 2025. CONSULTANT then commenced providing Parade Production services under the terms and conditions of said Master Agreement; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of October 28, 2025.

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

I.
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the CPI Index Adjustment section of **Exhibit "A"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of **\$ Pending Final Negotiation/Not to Exceed Budget adopted for the event/(\$[AMOUNT])** per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service

performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

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

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

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY

Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is

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

2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. **INDEPENDENT CONSULTANT STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTS,

subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

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

III.
INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no

employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

D. Add Cyber if Cyber applies (insurance) Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right

of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

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

IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

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

to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise

wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not

be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

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

warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

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

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the

termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

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

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

CONSULTANT:

Fuerza Foundation
1210 Sherry Ct
San Leandro, California 94577
Attn: Daniel Morones
Phone (562) 587-3053

CITY:

City of Huntington Park
Communications and Community
Relations
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 584-6161
Fax: (323) 584-

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

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

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

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

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

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

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

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

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

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

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

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

6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments,

modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.
- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

6.23 **BUSINESS LICENSE AND W9:** A City of Huntington Park Business license must be obtained before commencing work and a W9 provided when submitting first payment.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[CITY MANAGER]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENTN "C"

City of Huntington Park

REQUEST FOR PROPOSALS (RFP)

Full Parade Production Services for the 2025 Holiday Parade

I. INTRODUCTION

The City of Huntington Park (“City”) invites qualified firms to submit proposals to provide comprehensive parade production services for the City’s 2025 Holiday Parade.

The Huntington Park Holiday Parade is a long-standing community tradition, attracting more than 15,000 attendees annually along historic Pacific Boulevard. The 2025 Parade will be held on **Saturday, December 13, 2025**, with a **VIP Reception and staging program beginning at 4:00 p.m.**, followed by the Parade from **6:00 p.m. to 8:00 p.m.** along Pacific Boulevard between Randolph Street and Florence Avenue.

The City seeks a turn-key production company to provide all aspects of parade management, including participant recruitment, sponsorships, ticketing, bleachers, floats, school bands, media production, security, and coordination with City staff and outside agencies.

II. SCOPE OF SERVICES

The selected contractor shall provide, at minimum, the following services:

A. Parade Coordination & Logistics

- Develop and manage a comprehensive parade operations plan in collaboration with City staff.
- Coordinate an initial meeting with City staff to discuss details of the parade.
- Develop Parade Entry Application.
- Coordinate entry of floats, marching bands, school groups, community organizations, dance groups, and equestrian units.
- Contractor shall manage participation consistent with City-approved limits on categories such as floats, vehicles, equestrian units, and walking groups. The City reserves the right to establish final participant caps and lineup order. Contractor shall prioritize participation from local schools, bands, and community organizations to promote community engagement and representation.
- Secure Grand Marshal(s), VIPs, and special guests. The City shall retain sole discretion in the selection of the parade theme and Grand Marshal(s).

- Coordinate parade vehicles for VIP guests and ensure vehicles are clearly marked with appropriate signage.
- Provide on-site coordination team and staging support.
- Submit a Parade Operations Manual to the City at least 14 calendar days before the event.
- Prepare a media script for the parade participants.
- Provide banners for the parade sponsors and participants, and manage all aspects of their production and placement.
- Ensure Santa Claus serves as the parade finale entry, with snow machines along the route activated as a send-off at the conclusion of the parade.
- Develop and submit a comprehensive Parade Master Plan outlining key milestones, deliverables, general operational guidelines, crowd-control strategies, and logistics for each phase of the parade.

B. Sponsorship & Ticketing

- Develop sponsorship packages (subject to City approval) and actively solicit sponsors.
- Report all sponsorships, contribution levels, and in-kind donations; obtain City approval for sponsor categories.
- Manage sponsorship benefits, recognition, and follow-up.
- Administer ticket sales for bleacher seating through the City's Activenet platform (or City-approved equivalent).
- Provide monthly reconciliation reports for sponsorships, ticket sales, and wristband issuance.
- Contractor shall provide at least one section of bleachers reserved for free, first-come-first-serve public seating, in addition to ticketed bleacher seating.

C. Floats, Bands, and Entertainment

- Recruit and contract professional floats and parade entries.
- Secure participation of local schools, bands, and community organizations.
- Coordinate rehearsals, arrival logistics, and lineup order.

D. Infrastructure, Equipment & Vendors

- Contractor shall plan, coordinate, and manage a VIP Reception prior to the launch of the parade, serving as a staging and gathering place for Grand Marshals, special guests, and their families. The reception will take place from 4:00 p.m. until the start of the parade. Contractor shall provide venue setup, seating, lighting, catering coordination, security, and guest management. Location subject to City approval
- Provide and install ADA-compliant bleachers (minimum three, ~300 capacity each; additional units subject to sponsorship funding).
- Provide all necessary barricades, staging, sound systems, lighting, and generators.
- Provide VIP hospitality setup, seating, and service.
- Submit site plan and accessibility plan for City approval.
- Coordinate designated vendor areas along the parade route, subject to City approval, and ensure compliance with County Health Department requirements and City vending regulations.

E. Security & Safety

- Provide licensed and insured professional security services, coordinated with the Huntington Park Police Department. Staffing shall reflect historical levels (56–60 guards for 6–8 hours).
- Security company must hold a valid California Private Patrol Operator license.
- All security personnel must be equipped with radios for event communication.
- Submit a detailed security and 14 calendar days before to the event for City approval.
- Contractor shall be subject to liquidated damages for failure to provide required security staffing.

F. Media, Communications & Broadcasting

- Provide broadcast-quality production suitable for live streaming, including multi-camera coverage, professional sound, lighting, and announcers.
- Stream the parade live on City-designated social media platforms, including YouTube, Facebook, and Instagram.
- Ensure stable streaming capability with backup recording in case of connectivity issues.
- Deliver an edited highlight reel and full-length recording for the City's archive and future promotional use.

- All digital content produced shall be the property of the City. Contractor may only use such materials with City's written approval.
- Contractor shall coordinate with the City's Pacific Boulevard electronic billboard for City-approved holiday messaging, including pre-event promotion and day-of messaging.
- All promotional materials, advertising, and flyers must be submitted to the City for review and receive final approval prior to dissemination.

G. Permitting & Coordination

- Coordinate with City staff to comply with Huntington Park's Special Event Permit process.
- Assist with Los Angeles County permit applications (street closures, Fire/Health approvals, Metro notifications). Permit fees will be paid by the City.
- Provide required insurance certificates and endorsements prior to contract execution:
 - General liability: \$1,000,000 per occurrence / \$2,000,000 aggregate.
 - Auto liability: \$1,000,000 per occurrence.
 - Workers' compensation: statutory limits.
 - City, its officers, officials, employees, and volunteers must be named as additional insureds.

H. Sustainability & Community Benefit

- Provide recycling/waste diversion plan for event operations.
- Coordinate with the City's contracted trash hauler for deployment of trash receptacles, portable restroom and hand wash stations along the parade route.
- Coordinate with the City's Public Works Department for pre-event street sweeping (day before the parade) and post-event street sweeping.
- Note: Public Works will remain responsible for trash pick-up; contractor's role is coordination and deployment.
- Describe approach to subcontracting or vendor participation with preference for Huntington Park-based businesses.

III. PROPOSAL REQUIREMENTS

Proposals must include:

1. Company Profile – Legal name, address, history, qualifications, key personnel.
2. Relevant Experience – At least three references for similar large-scale parades or special events.
3. Technical Proposal – Approach to coordination, sponsorships, security, media production, accessibility, sustainability.
4. Cost Proposal – Itemized budget, distinguishing reimbursable costs from contractor-covered costs. Identify optional elements (e.g., extra bleachers, enhanced broadcast package).
5. Revenue Plan – Sponsorship and ticketing projections, reporting methods, and financial controls.
6. Insurance & Licensing – Evidence of insurance coverage and all required licenses.
7. Project Timeline – Milestone schedule from contract award through parade day.

IV. SELECTION CRITERIA

Proposals will be evaluated based on:

- 30% – Demonstrated experience producing large-scale parades/events.
- 25% – Sponsorship and ticketing strategy, financial transparency.
- 20% – Cost effectiveness and clarity of budget.
- 15% – Technical quality of logistics, security, and media plans.
- 10% – Local vendor participation / community benefit.

V. SUBMISSION REQUIREMENTS

Proposals must be submitted electronically in PDF format using Planet Bids. For questions please contact Daniela Sanchez at email below.

City of Huntington Park – City Manager's Office
6550 Miles Avenue
Huntington Park, CA 90255
Email: dsanchez@hPCA.gov
323-584-6241

Deadline: October 17, 2025 at 5:00 p.m. PST

VI. GENERAL CONDITIONS

- **Agreement Form:** The selected vendor will be required to enter into the City's Professional Services Agreement (PSA). A sample is available upon request.
- **Independent Contractor:** The contractor shall perform all work as an independent contractor, not as a City employee.
- **Indemnification:** Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from all claims, damages, or liabilities arising out of contractor's performance.
- **Insurance:** Contractor must maintain insurance coverage as outlined above and provide certificates and endorsements prior to commencing work.
- **Ownership of Work Product:** All sponsorship agreements, revenue records, media productions, and deliverables shall be the property of the City.
- **Termination:** The City reserves the right to terminate the agreement for convenience, with or without cause, upon 30 days' written notice.
- **Compliance with Laws:** Contractor shall comply with all applicable federal, state, and local laws, including labor and safety regulations.
- **Payment:** Payments will be tied to completion of deliverables and subject to City acceptance.
- **Liquidated damages:** Contractor shall be subject to liquidated damages for failure to meet deliverables, deadlines, or performance standards outlined in the Scope of Services. These damages are intended to compensate the City for any inconvenience, disruption, or additional costs resulting from non-performance or delays. Specific terms and conditions will be defined in the final agreement.

City of Huntington Park

Project Participation Report for Project Request for Proposals (RFP) - Full Parade Production Services for the
Issued on 10/06/2025

Bid Due on October 17, 2025 5:00 PM (PDT)

Exported on 10/20/2025

Vendor Name	Notified	Prospective Bidder
101 Pipe & Casing, Inc	X	
AAA Refinishing Enterprises, Inc	X	
ABC Playground Safety	X	
AGCSD Planroom	X	
ALL AMERICAN BUILDING SERVICES	X	
Alcorn Fence Company	X	
All American Bonds and Insurance	X	
Asphalt, Fabric and Engineering, Inc	X	
Bravo Productions	X	X
Catalyst Diving Inc.	X	
Century Paving Inc.	X	
Colibri Drum Works	X	
Color New Corp	X	
Connor Concrete Cutting and Coring	X	
Duval Productions	X	
EC Constructors, Inc.	X	
Electric Power Systems International Incorporated	X	
Elevators Etc.	X	
Elite Window Coverings	X	
Energy Management Electric Corporation	X	
Environmental Construction, Inc.	X	
Fuerza Foundation		X
GAMA Contracting Services, Inc.	X	
GE Construction Contractors Inc	X	
GMS ELEVATOR SERVICES, INC.	X	
Gold Coast Fence Inc.	X	
Golden Star Technology, Inc.	X	
Harris Steel Fence Co	X	
Integrated Demolition and Remediation Inc.	X	
Kern County Builders Exchange	X	
Landscape Support Services	X	
Layne Christensen Company	X	
MEDIA SOLUTIONS BY TSC	X	
Makai Solutions	X	
Millennial Contractor LLC	X	
Northstar Contracting Group, inc	X	
PERC Water	X	
Pacific Tide Construction	X	
PaveWest, Inc.	X	
Phoenix Construction & Engineering, LLC	X	

RAMSA CONSTRUCTION INC	X	
Robertson Industries, Inc.	X	
SmartRise Elevator Servcie Inc	X	
Sunset Audio Visual	X	
Trials of Miles Racing LLC		X
United Riggers & Erectors INC	X	
VLA Construction Inc	X	
Verne's Plumbing, Inc.	X	
WLC Promotions	X	
Weber Water Resources CA LLC	X	
Western Oilfields Supply Company	X	
Wet Views	X	
TOTALS	50	3

2025 Holiday Parade

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ITEM 3



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 28, 2025

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$55,000 FROM THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT YEAR 2024, AND TO APPROVE THE SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING AUTHORIZATION TO UTILIZE THESE FUNDS FOR THE PURCHASE OF POLICE EQUIPMENT

IT IS RECOMMENDED THE CITY COUNCIL:

1. Accept the reimbursable grant funding in the amount of \$55,000; and
2. Approve a budget appropriation in the amount of \$55,000 for the purchase of Mobile Data Computers (MDCs) for the police department; and
3. Authorize the City Manager to be designated as the Grantee Official for the purpose of executing grant objectives, grant agreement, and documentation; and
4. Authorize the Chief of Police to purchase the equipment.

BACKGROUND

Each year the U.S. Department of Homeland Security, through the Office of Grants and Training, provides financial assistance for the State Homeland Security Program (SHSP) directly to the California Governor's Office of Emergency Services (CalOES). CalOES then provides funds to the County of Los Angeles as its subgrantee. The County of Los Angeles then distributes the awarded funds to local municipalities within the County. The Police Department applied for grant funds available through this program and was awarded \$55,000.00.

The financial assistance provided through this grant is specifically designated to support the City and the Police Department with unique equipment, training, and planning needs. The purpose of these funds is to help build and sustain effective prevention, protection,

CONSIDERATION AND APPROVAL TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$55,000 FROM THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT YEAR 2024, AND TO APPROVE THE SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING AUTHORIZATION TO UTILIZE THESE FUNDS FOR THE PURCHASE OF POLICE EQUIPMENT

October 28, 2025

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response, and recovery capabilities against threats or acts of terrorism, as well as other hostile criminal activities.

Most of the Police Department's existing MDCs are outdated and no longer capable of supporting current or upcoming software applications required for field operations. Replacing these aging MDCs is essential to maintaining reliable communication, operational efficiency, and officer safety in the field.

These grant funds are intended to supplement existing resources and may not be used to supplant local funds already allocated for similar purposes.

The performance period for this grant award will expire February 28, 2027.

RECOMMENDATION:

Staff recommends that the City Council approve the acquisition of 23 MDCs from Dell Technologies. Dell MDCs are rugged, reliable, and widely utilized by law enforcement agencies across the region, offering proven durability and performance in demanding field environments. Furthermore, the City currently uses Dell desktop computers throughout all departments, which ensures system compatibility, standardization, and ease of maintenance across the organization.

Dell Technologies is an approved vendor under the National Association of State Procurement Officials (NASPO) cooperative purchasing agreement, which exempts the City from the requirement to obtain multiple bids for this purchase. Utilizing NASPO allows the City to take advantage of pre-negotiated government pricing and procurement efficiencies while maintaining compliance with applicable purchasing policies.

FISCAL IMPACT/FINANCING

The total project cost is \$56,602.55, which includes equipment, delivery, and a five-year maintenance and service agreement. Of this amount, \$55,000 will be reimbursed to the City through the grant. The remaining \$1,602.55 will be funded by the City's General Fund and charged to account number 742-7010-421.74-10 to complete the purchase.

LEGAL AND PROGRAM REQUIREMENTS

CONSIDERATION AND APPROVAL TO ACCEPT REIMBURSABLE GRANT FUNDING IN THE AMOUNT OF \$55,000 FROM THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT YEAR 2024, AND TO APPROVE THE SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF HUNTINGTON PARK, INCLUDING AUTHORIZATION TO UTILIZE THESE FUNDS FOR THE PURCHASE OF POLICE EQUIPMENT

October 28, 2025

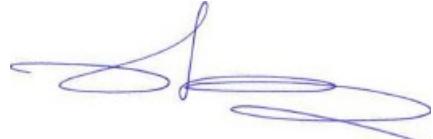
Page 3 of 3

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

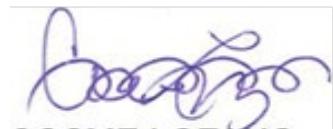
CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Dell Technologies MDC Quote
- B. SHSP Subrecipient Agreement – Grant Year 2024

ATTACHMENT "A"



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 12, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	Dell pro Rugged	Sales Rep	Nidhi Singh
Quote No.	3000193974231.6	Phone	4563355
Total	\$56,602.55	Email	Nidhi.Singh1@dell.com
Customer #	5088472	Billing To	ACCOUNTS PAYABLE
Quoted On	Sep. 05, 2025		CITY OF HUNTINGTON PARK
Expires by	Sep. 12, 2025		6542 MILES AVE
Deal ID	29841676		HUNTINGTON PARK, CA 90255-4386

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Nidhi Singh

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF HUNTINGTON PARK 6550 MILES AVE HUNTINGTON PARK, CA 90255-4302 (213) 582-6161	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Rugged 14 RB14250	\$2,275.00	23	\$52,325.00

Subtotal:	\$52,325.00
Shipping:	\$0.00
Environmental Fee:	\$92.00
Non-Taxable Amount:	\$12,555.01
Taxable Amount:	\$39,861.99
Estimated Tax:	\$4,185.55
Total:	\$56,602.55

Maximize your new
technology on day one

Dell ProDeploy Suite



[Learn More](#)

Shipping Group Details

Shipping To
 ACCOUNTS PAYABLE
 CITY OF HUNTINGTON PARK
 6550 MILES AVE
 HUNTINGTON PARK, CA 90255-4302
 (213) 582-6161

Shipping Method
 Standard Delivery

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Rugged 14 RB14250 Estimated delivery if purchased today: Sep. 24, 2025		\$2,275.00	23	\$52,325.00
Dell Pro Rugged, RB14250 XCTO	210-BNNG	-	23	-
Intel(R) Core(TM) Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W)	379-BFTJ	-	23	-
Windows 11 Pro	619-BBQD	-	23	-
Intel R Core TM Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W), Intel Integrated Graphics	338-CQVH	-	23	-
16GB: 2 X 8 GB, DDR5, 5600, Non-ECC, SoDIMM	370-BCGC	-	23	-
512GB PCIe NVMe 2230 SSD	400-BSFN	-	23	-
14" Touch, FHD 1920x1080, 60Hz, WVA, Anti-Glare, 1100nit, Low Blue Light, IR camera, Passive Pen	391-BJNQ	-	23	-
FHD HDR IR Camera + Microphone, Touch Display, WLAN/WWAN/GPS antenna	319-BBLD	-	23	-
5G Qualcomm(R) Snapdragon(TM) X62 Global 5G (DW5932e), eSIM capable, AT&T	556-BFRR	-	23	-
Intel® Wi-Fi 7 BE200, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.4 wireless card	555-BLHX	-	23	-
Wireless Intel BE200 WLAN Driver	555-BLJF	-	23	-
Core Ultra 7 non-vPro CPU Label, Gen 14th	389-FJDZ	-	23	-
English US Rugged RGB Single Point backlit Copilot key keyboard	583-BMJG	-	23	-
No Fingerprint reader, no Smartcard reader	346-BLBK	-	23	-
65W AC adapter, USB Type-C	492-BDTG	-	23	-
E4 C5 black Power Cord 1M, US	470-BCRH	-	23	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	389-FJFG	-	23	-
Battery Airbay Cover	325-BFXD	-	23	-
Service and Support Guide MUI for DAO (English, French, Multi)	340-DSGW	-	23	-
Quick setup guide, WW	340-DRXV	-	23	-
No Resource USB Media	430-XYPF	-	23	-
ME Disable - Manageability	631-BBYT	-	23	-
ENERGY STAR Qualified	387-BBLW	-	23	-
EPEAT 2018 Registered (Gold)	379-BFWZ	-	23	-
No Option Included	340-ACQQ	-	23	-
Mix Shipment, Dell Pro Rugged 14 RB14250	340-DSCG	-	23	-

Standard Shipment, VS	800-BBZV	-	23	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	23	-
No additional TBT-4/Type-C port	325-BFXT	-	23	-
Additional rear USB 3.2 Type-A port	590-TFPW	-	23	-
Intel Responsiveness Technologies Driver	409-BCYL	-	23	-
Rigid Handle	750-BBMM	-	23	-
No Additional Software	658-BFOH	-	23	-
Custom Configuration	817-BBBB	-	23	-
Docking POGO connector without Antennas Passthru, WLAN+WWAN antenna	452-BDZG	-	23	-
Mail In Service 36 Months	709-BGSQ	-	23	-
Prosupport Plus and Accidental Damage Service, 60 Month(s)	127-BBYK	-	23	-
ProSupport Plus and Next Business Day Onsite Service Extension, 24 Month(s)	199-BXRP	-	23	-
ProSupport Plus and Next Business Day Onsite Service Initial, 36 Month(s)	199-BXRQ	-	23	-
ProSupport Plus and Keep Your Hard Drive, 60 Month(s)	711-BDQF	-	23	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	23	-
Dell Additional Software	634-CVYV	-	23	-

Subtotal:	\$52,325.00
Shipping:	\$0.00
Environmental Fee:	\$92.00
Estimated Tax:	\$4,185.55
Total:	\$56,602.55

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSAlesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

ATTACHMENT "B"

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2024***

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

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 2 Code of Federal Regulations (CFR) through the Office of Grants and Training (G&T), has provided financial assistance for the State Homeland Security Program (SHSP), Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067 - Homeland Security Grant Program directly to the California Governor's Office of Emergency Services (Cal OES) for the 2024 SHSP, Federal Award Identification No. 037-00000, Federal Award dated October 28, 2024 with a performance period of September 1, 2024 to May 31, 2027. 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 2024 SHSP grant from Cal OES in the total amount of \$8,300,952; and

WHEREAS, the CEO now wishes to distribute 2024 SHSP grant funds to the Subrecipient in the amount of \$55,000, as further detailed in this Agreement; and

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

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 15, 2025 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 Huntington Park, a public agency, having its principal office at _____.

§102. Representatives of the Parties and Service of Notices

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

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

Craig Hirakawa
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1127
CHirakawa@ceo.lacounty.gov

Ana Vazquez
County of Los Angeles - Chief Executive Office
500 West Temple Street, Room 796
Los Angeles, CA 90012
Phone: (213) 974-1178
AVazquez@ceo.lacounty.gov

2. The representative of Subrecipient is:

Name and Title:	
Organizational UEI #:	
Address:	
City/State/Zip:	
Phone:	
Email:	

With a copy to:

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

B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected 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, 2024 to February 28, 2027, 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 2024 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

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

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

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/search/> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by Title 2 Code of Federal Regulations (C.F.R) Part 200, to the County of Los Angeles within 30 calendar days after receipt of the auditor's

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

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2024 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 2024 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.

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

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

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

4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.

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

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

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

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

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

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

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

SECTION III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$55,000 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 2024 SHSP Grant Award Letter from Cal OES.
- B. Subrecipient must submit reimbursement requests to the County of Los Angeles A-C Shared Services Division requesting payment as soon as a Project is completed and expenses are incurred and paid with the required supporting documentation; submission can be sent immediately or at a minimum on a quarterly basis, and no later than the date stated in §201, above. Each reimbursement request must be accompanied by the Reimbursement Form (sample attached hereto as Exhibit G, and subject to periodic revisions). All appropriate back-up documentation must be attached to the reimbursement form, including the method of procurement, bid documentation, purchase orders, invoices, report of goods received, and proof of payment.

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

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

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

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in

§301.A., above, will not be utilized. As provided in §503, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

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

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

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

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

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

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2.

To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or 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 Granter agency of the receipt of any communication from the Director of the EPA Office of Federal

Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

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

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

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

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

Subrecipient must comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program.

Subrecipient must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

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

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

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

Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

1. Travel Expenses

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

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

C. Compliance With Grant Requirements

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

Pursuant to this Agreement, Subrecipient shall execute the 2024 Certification of Grant Assurances in Exhibit D, accepting and agreeing to abide by all provisions, assurances, and requirements therein. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

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

D. Noncompliance With Grant Requirements

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

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts,

including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

§416. Compliance with Fair Chance Employment Practices

Subrecipient shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Subrecipient's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County of Los Angeles may, in its sole discretion, terminate the Agreement.

§417. Method of Payment and Required Information

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

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

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

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Termination

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

§503. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement may be executed utilizing wet, scanned digital, and electronic signatures, each of which is deemed to be an original. This Agreement includes (27) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____ Date _____
FESIA A. DAVENPORT
Chief Executive Officer

BY _____
EDWARD YEN
Executive Officer, Board of Supervisors

BY _____
OSCAR VALDEZ
Auditor-Controller

APPROVED AS TO FORM

DAWYN R. HARRISON
County Counsel

BY _____
Deputy County Counsel

CITY OF HUNTINGTON PARK

BY _____ Date _____
City Representative/Title (Signature) (Print Name)

APPROVED AS TO FORM

BY _____ Date _____
City Attorney (Signature – If Needed) (Print Name)

ATTEST

BY _____ Date _____
City Clerk (Signature – If Needed) (Print Name)

EXHIBITS

- Exhibit A Certification and Disclosure Regarding Lobbying
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Drug Free Workplace
- Exhibit D Certification of Grant Assurances
- Exhibit E Final Grant Award Letter and Project Worksheet
- Exhibit F 2024 Notice of Funding Opportunity & 2024 Cal OES Supplemental 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.



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: _____

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

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

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21

COMPANY/ORGANIZATION NAME:

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by *Government Code Section 8355(a)*.
2. Establish a Drug-Free Awareness Program as required by *Government Code Section 8355(b)*, to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by *Government Code Section 8355(c)*, that every employee who works on the proposed contract or subgrant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or subgrant.

CERTIFICATION

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

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPEINT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

STATEMENT ON THE DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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



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

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

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

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

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the [Office of Management and Budget \(OMB\)](#) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

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

1. Proof of Authority

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



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- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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



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- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose 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;



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- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. 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);



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- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) 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 California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

[Civil Rights Policies for Program Beneficiaries and Subrecipients](#) of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy



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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) The 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) The 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) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);



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- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) 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.

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

8. Audits

For subrecipients expending \$1,000,000 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 C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.



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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.

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

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



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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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



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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.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

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 coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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

DHS defines 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 the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

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24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) 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.



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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.

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

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

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

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the



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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.

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 written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

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. The capability gap reduction 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:



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness 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.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness 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 DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

GAVIN NEWSOM
GOVERNOR



October 28, 2024

Fesia A. Davenport **DELIVERED VIA E-MAIL:** HSGA-CalOESGrantNotifications@ceo.lacounty.gov
Chief Executive Officer
Los Angeles County
500 West Temple Street, Room 713
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION

Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP)
Grant Subaward Period of Performance: 09/01/2024-05/31/2027

Dear Ms. Davenport:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of \$8,300,952.

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, reporting requirements, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR 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. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional approval **prior** to incurring costs for



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

Fesia A. Davenport
October 28, 2024
Page 2 of 2

activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the [Grants Central System \(GCS\) webpage](#) to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,



NANCY WARD
Director

Fesia Davenport

Fesia Davenport (Nov 6, 2024 11:40 PST)

Fesia A. Davenport
Los Angeles County

Date

PROJECT LEDGER

City of Huntington Park
FY 2024 State Homeland Security Program (SHSP) Projects
 Cal OES ID: 037-00000
 Grant #: 2024-0088

Ledger Type	Initial Application
Date	3/12/2025
Request #	0
POP Start Date	9/1/2024
POP End Date	5/31/2027

IJ	State Goals	Direct / Subaward	Project Number	Project Title	Funding Source	Discipline	Solution Area	Core Capability	Capability Building	Deployable / Shareable	Supports Previous Awarded Investment?	Total Budgeted Cost
IJ.06	Goal #4	Subaward	045	LE Mobile Data Computers	HSGP-SHSP	LE	Equipment	Operational Communications	Build	Deployable	FY22; IJ#6	\$ 55,000

Total \$ 55,000

EXHIBIT E

EQUIPMENT

City of Huntington Park
FY 2024 State Homeland Security Program (SHSP) Projects
 Cal OES ID: 037-00000
 Grant #: 2024-0088

Ledger Type	Initial Application
Date	3/12/2025
Request #	0
POP Start Date	9/1/2024
POP End Date	5/31/2027

Project Number	Equipment Description (Include Quantity)	AEL #	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable / Shareable	Invoice Number	Vendor	ID Tag Number	Condition/ Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over \$250K	Hold Trigger	Approval Date	Budgeted Cost
																	\$ 55,000
45	Purchase 15 interoperable Mobile Data Computers	04HW-01-MOBL	Computer, Mobile Data	HSGP-SHSP	LE	04 - Information Technology	Deployable							No	N/A		\$ 55,000

**The U. S. Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2024 Homeland Security Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using System for Award Management (SAM.gov) can be found at: <https://sam.gov/content/entity-registration>.

Updates in Grant Application Forms:

The Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by SAM.gov. This new identifier is the Unique Entity Identifier.

Additional Information can be found on Grants.gov: <https://www.grants.gov/forms/forms-development/planned-uei-updates>

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A. Program Description**1. Issued By**

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

2. Assistance Listings Number

97.067

3. Assistance Listings Title

Homeland Security Grant Program

4. Funding Opportunity Title

Fiscal Year 2024 Homeland Security Grant Program (HSGP)

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

5. Funding Opportunity Number

DHS-24-GPD-067-00-98

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, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act)

8. Announcement Type

Initial

9. Program Category

Preparedness: Community Security

10. Program Overview, Objectives, and Priorities**a. Overview**

The Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP) is one of the three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, and respond to terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks.

In FY 2024, there are three components of the HSGP:

- 1) ***State Homeland Security Program (SHSP):*** SHSP assists state, local, tribal, and territorial (SLTT) efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 2) ***Urban Area Security Initiative (UASI):*** UASI assists high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- 3) ***Operation Stonegarden (OPSG):*** OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.

Finally, for FY 2024, 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 represent one of the most persistent threats to the nation¹. Therefore, for FY 2024, DHS has identified six priority areas (see Section A.10.b) related to the most serious threats to the nation, as well as required minimum funding allocations.

For a full list of SHSP and UASI recipients and a breakdown of OPSG funding by state for FY 2023, please refer to [Information Bulletin \(IB\) 490a](#).

b. Goals, Objectives, and Priorities

Goal: The HSGP will fund SLTT efforts and strengthen capabilities of SLTT governments to prevent, prepare for, protect against, and respond to terrorist attacks and other threats and hazards that pose the greatest risk to the security of the United States.

Objectives: HSGP provides resources that support eligible SLTT governments; high-density urban areas, and SLTT law enforcement along international land/water borders and travel corridors in meeting the following objectives:

- Build and sustain core capabilities, including Law Enforcement and Terrorism Prevention Activities and the National Priority Areas (see priorities below);

¹Strategic Intelligence Assessment and Data on Domestic Terrorism, Federal Bureau of Investigation and Department of Homeland Security, June 2023.

- Address capability gaps identified in their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process; and
- Implement a comprehensive and coordinated approach to address enduring security needs of communities that includes planning, training and awareness campaigns, equipment and capital projects, and exercises.

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 2024, six National Priority Areas pose the most concern. Due to the unique threats that the nation faces in 2024, DHS/FEMA has determined that recipients should allocate a total of 30% of their SHSP and UASI award funds across these six priority areas. As indicated below, one of the priorities has a minimum spend requirement totaling 3% of SHSP and UASI awards. Recipients will have the flexibility to allocate the remaining 27% across the priorities. The following are the six priority areas for FY 2024, 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 – no minimum percent
- 2) Enhancing information and intelligence sharing and analysis – no minimum percent
- 3) Combating domestic violent extremism – no minimum percent
- 4) Enhancing cybersecurity – no minimum percent
- 5) Enhancing community preparedness and resilience – no minimum percent
- 6) Enhancing election security – 3%

Additional information about these priority areas and how they relate to achieving anti-terrorism capabilities is included in Section D of this NOFO. Failure by a recipient to propose investments and projects that align with the priority areas and spending requirements will result in a recipient having a portion of their SHSP and UASI funds (up to 30%) placed on hold until they provide projects that sufficiently align to the National Priority Areas, and total at least the minimum percentages per National Priority Area (as applicable) and overall 30% of total SHSP and UASI funds.

A state or high-risk urban area must allocate the remaining 70% of their funding to addressing capability gaps (e.g., building/sustaining capability and/or closing capability gaps) identified through their THIRA/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 planning²;
- 2) Training and awareness campaigns;
- 3) Equipment and capital projects; and
- 4) Exercises.

The table below provides a breakdown of the FY 2024 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. More information on allowable investments can be found in the Section D.13 “Funding Restrictions and Allowable Costs” below and in the [Preparedness Grants Manual](#) (FM-207-23-001). DHS/FEMA anticipates that in future years, national priorities will continue to be included and will be updated as the threats evolve and as capability gaps are closed. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants. The example project types in the table below are allowable to prepare for disasters unrelated to acts of terrorism as long as they also help achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

FY 2024 SHSP and UASI Funding Priorities

All priorities in this table concern the Safety and Security Lifelines.

Priority Areas	Core Capabilities	Example Project Types
National Priorities		
Enhancing Cybersecurity	<ul style="list-style-type: none"> • 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 	<ul style="list-style-type: none"> • Cybersecurity risk assessments • Migrating online services to the “.gov” internet domain • Projects that address vulnerabilities identified in cybersecurity risk assessments <ul style="list-style-type: none"> ◦ Improving cybersecurity of critical infrastructure to meet minimum levels identified by the Cybersecurity and Infrastructure Security Agency and the National Institute of Standards and Technology Cybersecurity Framework (Version 1.1) ◦ Adoption of cybersecurity performance goals (CISA's Cross-Sector Cybersecurity Performance Goals) • Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places	<ul style="list-style-type: none"> • Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption 	<ul style="list-style-type: none"> • Operational overtime. For more information on operational overtime, see Section D of this NOFO. • Physical security enhancements <ul style="list-style-type: none"> ◦ Security cameras (closed-circuit television [CCTV]) ◦ Security screening equipment for people and baggage

²Including 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.

Priority Areas	Core Capabilities	Example Project Types
	<ul style="list-style-type: none"> Screening, search, and detection Access control and identity verification Physical protective measures Risk management for protection programs and activities 	<ul style="list-style-type: none"> Lighting Access controls Fencing, gates, barriers, etc. <ul style="list-style-type: none"> Unmanned Aircraft Systems and detection technologies
Enhancing information and intelligence sharing and analysis	<ul style="list-style-type: none"> Intelligence and information sharing Interdiction and disruption Planning Public information and warning Operational coordination Risk management for protection programs and activities 	<ul style="list-style-type: none"> Fusion Center projects 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 Intelligence analysis training and planning Coordinating the intake, triage, analysis, and reporting of tips/ leads and suspicious activity, to include coordination with the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI)
Combating Domestic Violent Extremism	<ul style="list-style-type: none"> Interdiction and disruption Intelligence and information sharing Planning Public information and warning Operational coordination Risk management for protection programs and activities 	<ul style="list-style-type: none"> 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 Development, implementation, and execution of threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence Training, awareness, and outreach programs to help identify and prevent radicalization, and report potential instances of terrorism and targeted violence
Enhancing Community Preparedness and Resilience	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> 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 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

Priority Areas	Core Capabilities	Example Project Types
		<ul style="list-style-type: none"> 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 organizations to bolster individual preparedness Target youth preparedness using FEMA programming such as Prepare with Pedro resources and Ready2Help Promote community planning, coordination, and integration of children's needs during emergencies through workshops like FEMA's Integrating the Needs of Children Community Mapping: identify community resources and characteristics in order to identify gaps in resources, identify hazards and vulnerabilities, and inform action to promote resilience Provide training and awareness programs with key stakeholders (e.g., through social media, community and civic organizations, etc.) to educate the public on misinformation and disinformation campaigns to increase individual and community resilience Support integrated and cross-jurisdictional preparedness planning that considers how the community develops networks of information-sharing and collaboration among community-based organizations and government institutions to enable a quicker recovery from multiple threats, including terrorist actions
Enhancing Election Security	<ul style="list-style-type: none"> Cybersecurity Intelligence and information sharing Planning Long-term vulnerability reduction Situational assessment Infrastructure systems Operational coordination Community resilience 	<ul style="list-style-type: none"> Physical security planning support Physical/site security measures – e.g., locks, shatter proof glass, alarms, access controls, 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 Online harassment and targeting prevention services Public awareness/preparedness campaigns discussing election security and integrity measures
Enduring Needs		
Planning	<ul style="list-style-type: none"> Planning Risk management for protection programs and activities Risk and disaster resilience assessment Threats and hazards identification Operational coordination 	<ul style="list-style-type: none"> Development of: <ul style="list-style-type: none"> Security Risk Management Plans Threat Mitigation Plans Continuity of Operations Plans Response Plans Vulnerability Assessments

Priority Areas	Core Capabilities	Example Project Types
	<ul style="list-style-type: none"> Community resilience 	<ul style="list-style-type: none"> Assessments should consider the impacts of climate change on investments to close identified security gaps³ 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 and Awareness	<ul style="list-style-type: none"> Long-term vulnerability reduction Public information and warning Operational coordination Situational assessment Community resilience 	<ul style="list-style-type: none"> Active shooter training, including integrating the needs of persons with disabilities Intelligence analyst training SAR and terrorism indicators/behaviors training Security training for employees Public awareness/preparedness campaigns 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 and Capital Projects	<ul style="list-style-type: none"> Long-term vulnerability reduction Infrastructure systems Operational communications Interdiction and disruption Screening, search and detection Access control and identity verification Physical protective measures 	<ul style="list-style-type: none"> Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments Physical security enhancements <ul style="list-style-type: none"> Security cameras (CCTV) Security screening equipment for people and baggage Lighting Access Controls <ul style="list-style-type: none"> Fencing, gates, barriers, etc. Enhancing Weapons of Mass Destruction and/or improvised explosive device prevention, detection, and response capabilities <ul style="list-style-type: none"> Chemical/Biological/Radiological/Nuclear/Explosive detection, prevention, and response equipment
Exercises	<ul style="list-style-type: none"> Long-term vulnerability reduction Operational coordination Operational communications Community resilience 	<ul style="list-style-type: none"> Response exercises, including exercise planning with community-based organizations

For FY 2024, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for the National Priority Area with a minimum spend requirement (Enhancing Election Security). The investment must also account for at least the relevant minimum percentage (totaling 3%) 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

³ For more information on considering the impacts of climate change, please see [Executive Order 14008, Tackling the Climate Crisis at Home and Abroad](#) and [Executive Order 14030, Climate-Related Financial Risk](#)

are not required to do so. *As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to achieving target capabilities related to preventing, preparing for, protecting against, and responding to acts of terrorism.* However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

DHS/FEMA also requires SHSP and UASI recipients (states, territories, and high-risk urban areas) to complete a THIRA/SPR and prioritize grant funding to support building capability and/or closing capability gaps or sustaining capabilities that address national priorities and/or support enduring needs. Additional information on the THIRA/SPR process, including other National Preparedness System tools and resources, can be found at [National Preparedness System | FEMA.gov](#). Detailed information on THIRA/SPR timelines and deadlines can be found in the [Preparedness Grants Manual](#).

OPSG Funding Priorities: The table below provides a breakdown of the FY 2024 OPSG funding priority, which remains focused on and unique to border security.

FY 2024 OPSG Funding Priority

Priority Areas	Core Capabilities	Lifelines	Example Project Types
National Priorities			
Enhancing information and intelligence sharing and analysis, and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and Security	<ul style="list-style-type: none"> Participation in the DHS/ICE 287(g) training program Information sharing with all DHS components; fusion centers; other operational, investigative, and analytic entities; and other federal law enforcement and intelligence entities Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition, assessment, analysis, and mitigation Identification, assessment, and reporting of threats of violence Joint intelligence analysis training and planning with DHS officials and other entities designated by DHS

For FY 2024, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses the national priority identified above.

c. Alignment to Program Purpose and the DHS and FEMA Strategic Plan
 Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the HSGP supports the goal to Strengthen National Preparedness and Resilience.

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.

11. Performance Measures

Performance metrics for this program:

SHSP and UASI:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high

FEMA will calculate and analyze the above metrics through a review of state/territory and urban area SPR submissions and required programmatic reports.

OPSG:

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

B. Federal Award Information

1. Available Funding for the NOFO: \$1,008,000,000

HSGP Programs	FY 2024 Allocation
SHSP	\$373,500,000
UASI	\$553,500,000
OPSG	\$81,000,000
Total	\$1,008,000,000

SHSP Allocations

For FY 2024, DHS/FEMA will award SHSP funds based on DHS/FEMA's relative risk methodology and statutory minimums pursuant to the *Homeland Security Act of 2002*, as amended. **THIRA/SPR results do not impact grant allocations or awards.**

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

Each state must include a separate IJ for the National Priority Area with a minimum spend requirement (Enhancing Election Security). ***All projects related to the minimum spend for the National Priority Area must be included in the IJ.*** For this National Priority Area with a minimum spend percentage requirement, the funding level in that National Priority Area investment **must equal or exceed 3%**, calculated as a percentage of the state's SHSP allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total SHSP allocation.

FY 2024 SHSP Allocations

State/Territory	FY 2024 Allocation	State/Territory	FY 2024 Allocation
Alabama	\$4,362,750	Montana	\$4,362,750
Alaska	\$4,362,750	Nebraska	\$4,362,750
American Samoa	\$997,200	Nevada	\$4,362,750
Arizona	\$4,362,750	New Hampshire	\$4,362,750
Arkansas	\$4,362,750	New Jersey	\$6,367,357
California	\$51,332,060	New Mexico	\$4,362,750
Colorado	\$4,362,750	New York	\$61,229,940
Connecticut	\$4,362,750	North Carolina	\$4,576,849
Delaware	\$4,362,750	North Dakota	\$4,362,750
District of Columbia	\$4,576,849	Northern Mariana Islands	\$997,200
Florida	\$8,409,514	Ohio	\$5,571,852
Georgia	\$4,759,790	Oklahoma	\$4,362,750
Guam	\$997,200	Oregon	\$4,362,750
Hawaii	\$4,362,750	Pennsylvania	\$7,322,627
Idaho	\$4,362,750	Puerto Rico	\$4,362,750
Illinois	\$12,505,419	Rhode Island	\$4,362,750
Indiana	\$4,362,750	South Carolina	\$4,362,750
Iowa	\$4,362,750	South Dakota	\$4,362,750
Kansas	\$4,362,750	Tennessee	\$4,362,750
Kentucky	\$4,362,750	Texas	\$16,389,406
Louisiana	\$4,362,750	U.S. Virgin Islands	\$997,200
Maine	\$4,362,750	Utah	\$4,362,750
Maryland	\$6,367,357	Vermont	\$4,362,750
Massachusetts	\$5,571,852	Virginia	\$7,322,627
Michigan	\$4,576,849	Washington	\$5,571,852
Minnesota	\$4,362,750	West Virginia	\$4,362,750
Mississippi	\$4,362,750	Wisconsin	\$4,362,750
Missouri	\$4,362,750	Wyoming	\$4,362,750
Total			\$373,500,000

UASI Allocations

Eligible candidates for the FY 2024 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSA) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at [Metropolitan and Micropolitan \(census.gov\)](https://www.census.gov). ***THIRA/SPR results do not impact grant allocations or awards.***

The Metropolitan Areas Standardization and Protection (MAPS) Act of 2021 (P.L. 117-219) prohibits automatically updating core-based statistical areas, which are used to delineate MSAs, for grantmaking. The MAPS Act requires that FEMA issue notice-and-comment rulemaking to make any changes. Should changes be necessary in FY 2024, FEMA will issue notice-and-comment rulemaking within the statutorily defined guidelines.

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

In its application, each high-risk urban area, through the state, must include a separate IJ for the National Priority Area with a minimum spend requirement (Enhancing Election Security). ***All projects related to the minimum spend for the National Priority Area must be included in the IJ.*** For the National Priority Area with a minimum spend percentage requirement, the funding level in that National Priority Area investment **must equal or exceed** 3%, calculated as a percentage of the urban area's UASI allocation in the table below. The funding levels across all six National Priority Areas **must equal or exceed 30%** of the total UASI allocation.

FY 2024 UASI Allocations

State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Arizona	Phoenix Area	\$4,712,190
California	Anaheim/Santa Ana Area	\$4,712,190
	Bay Area	\$32,754,895
	Los Angeles/Long Beach Area	\$59,395,378
	Riverside Area	\$3,500,484
	Sacramento Area	\$3,410,728
	San Diego Area	\$14,760,877
	Denver Area	\$3,500,484
District of Columbia	National Capital Region	\$45,201,207
Florida	Jacksonville Area	\$1,346,340
	Miami/Fort Lauderdale Area	\$13,040,425
	Orlando Area	\$3,410,728
	Tampa Area	\$3,410,728
Georgia	Atlanta Area	\$6,911,212

State/Territory	Funded Urban Area	FY 2024 UASI Allocation
Hawaii	Honolulu Area	\$1,346,340
Illinois	Chicago Area	\$59,395,378
Indiana	Indianapolis Area	\$1,476,785
Louisiana	New Orleans Area	\$1,476,785
Maryland	Baltimore Area	\$3,410,728
Massachusetts	Boston Area	\$14,941,233
Michigan	Detroit Area	\$4,712,190
Minnesota	Twin Cities Area	\$4,712,190
Missouri	Kansas City Area	\$1,476,785
	St. Louis Area	\$3,410,728
Nevada	Las Vegas Area	\$4,712,190
New Jersey	Jersey City/Newark Area	\$16,722,687
New York	New York City Area	\$156,131,176
North Carolina	Charlotte Area	\$3,410,728
Ohio	Cincinnati Area	\$1,476,785
	Cleveland Area	\$1,476,785
	Columbus Area	\$1,346,340
Oregon	Portland Area	\$3,410,728
Pennsylvania	Philadelphia Area	\$14,941,233
	Pittsburgh Area	\$1,476,785
Tennessee	Nashville Area	\$1,346,340
Texas	Austin Area	\$1,500,000
	Dallas/Fort Worth/Arlington Area	\$14,941,233
	Houston Area	\$21,748,776
	San Antonio Area	\$3,410,728
Virginia	Hampton Roads Area	\$3,410,728
Washington	Seattle Area	\$5,609,750
Total		\$553,500,000

OPSG Allocations

For FY 2024, 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 2024 OPSG risk assessment is designed to identify the risk to border security and to assist with the distribution of funds for the grant program. Funding under OPSG is distributed based on the risk to the security of the border and the effectiveness of the proposed projects. Entities eligible for funding are the state, local, and tribal law enforcement agencies that are located along the border of the United States. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the

state's application as described in Section D, below. ***The THIRA/SPR process is not required for OPSG.***

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

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

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

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

2. Projected Number of Awards	56
3. Period of Performance:	36 months

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to the [Preparedness Grants Manual](#).

4. Projected Period of Performance Start Date(s):	09/01/2024
5. Projected Period of Performance End Date(s):	08/31/2027

6. Projected Budget Period(s)

There will be only a single budget period with the same start and end dates as the period of performance.

7. Funding Instrument Type:	Grant
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C. Eligibility Information

1. Eligible Applicants

The SAA is the only entity eligible to submit HSGP applications to DHS/FEMA, including those applications submitted on behalf of UASI and OPSG applicants. All 56 states and territories, including any state of the United States, the District of Columbia, the

Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands, are eligible to apply for SHSP funds. Tribal governments may not apply directly for HSGP funding; however, funding may be available to tribes through the SAA.

2. Applicant Eligibility Criteria

The SAA is the only eligible applicant.

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. Subawards and Beneficiaries

a. Subaward Allowability

Subawards are allowed under the HSGP. The recipient (the SAA) is awarded, and then any funds passed through to other state or local entities (subrecipients) are considered subawards.

b. Subrecipient Eligibility

Eligible high-risk urban areas for the FY 2024 UASI program have been determined through an analysis of relative risk of terrorism faced by the 100 most populous MSAs in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

For 2024, each SAA is **strongly encouraged** to re-evaluate its process for collecting and evaluating subaward applications. FEMA encourages each SAA to minimize the type and quantity of information that it collects as part of the subaward application process, in order to decrease the overall financial and time burden associated with applying for subawards under this grant program. Each SAA should review its subaward application and reduce or eliminate the request for any information that is not needed for legal, financial, or oversight purposes.

In FY 2024, 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 2024, 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.

c. *Other Subaward Information*

Please see the following sections for additional information on requirements or restrictions related to subawards/subrecipients:

- Section D.4 “Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management”;
- Section D.10.b “Program-Specific Required Forms and Information”;
- Section D.13 “Funding Restrictions and Allowable Costs”;
- Section F.2 “Pass-Through Requirements”;
- Section F.3.b “Ensuring the Protection of Civil Rights”;
- Section F.5 “Monitoring and Oversight”;
- Section G.1.f “Environmental Planning and Historic Preservation”;
- Section H.1 “Terminations Provisions”;
- Section H.2 “Program Evaluation”; and
- Section H.3 “Financial Assistance Programs for Infrastructure.”

Additionally, please see the [Preparedness Grants Manual](#) for further information on requirements or restrictions related to subawards/subrecipients.

d. *Beneficiaries or Participants*

This NOFO and any subsequent federal awards create no rights or causes of action for any participant or beneficiary.

4. Other Eligibility Criteria/Restrictions

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

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as the Incident Command System (ICS). 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 the EMAC, except for the American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to the EMAC at this time. All assets supported in part or entirely with FY 2024 HSGP funding must be readily deployable and NIMS-typed, when possible, to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems, interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

c. *Law Enforcement Terrorism Prevention Activities (LETPA)*

Per section 2006 of the Homeland Security Act of 2002, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25% of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for LETPAs. ***For FY 2024, DHS/FEMA is requiring that at least 35% of grant funding appropriated under HSGP is used for LETPA.*** DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 35% of the combined HSGP funds allocated under SHSP and UASI towards LETPAs, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 35% LETPA allocation may be met by funding projects in any combination of the six National Priority Areas identified above and any other investments. The 35% LETPA allocation requirement is in addition to the 80% pass-through requirement to local units of government and tribes, referenced below. [Information Bulletin \(IB\) 485](#) includes the most up-to-date information on project selection considerations and allowable activities for LETPA investments and compliments [IB 473](#). Both IBs are applicable to the FY 2024 HSGP NOFO. More information on allowable investments can also be found in the Allowable Costs Matrix section below.

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

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, **operational overtime costs are allowable** for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and

high-profile events. More information about operational overtime costs can be found in Section D.13 “Funding Restrictions and Allowable Costs” below.

5. Cost Share or Match

There is no cost share or match requirements for the FY 2024 HSGP.

D. Application and Submission Information

1. Key Dates and Times

a. *Application Start Date:* **04/16/2024**

b. *Application Submission Deadline:* **06/24/2024 at 5 p.m. ET**

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

FEMA’s Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely 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 the following: 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 technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *Anticipated Funding Selection Date:* No later than August 23, 2024

d. *Anticipated Award Date:* No later than September 30, 2024

e. Other Key Dates:

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
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 Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual 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

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management ([SAM.gov](#))

Each applicant, unless they have a valid exception under 2 CFR §25.110, must:

- Be registered in Sam.Gov before application submission.
- Provide a valid UEI in its application.
- Continue to always maintain an active SAM registration with current information during the federal award process. Note: Per 2 C.F.R. § 25.300, subrecipients are NOT required to go through the full SAM registration process. First-tier subrecipients (meaning entities receiving funds directly from the recipient) are only required to obtain a UEI through SAM, but they are not required to complete the full SAM registration in order to obtain a UEI. Recipients may not make subawards unless the subrecipient has obtained and provided the UEI.

Lower-tier subrecipients (meaning entities receiving funds passed through by a higher-tier subrecipient) are not required to have a UEI and are not required to register in SAM.

Applicants are also not permitted to require subrecipients to complete a full registration in SAM beyond obtaining the UEI.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to

ensure it does not impact your ability to meet required submission deadlines. Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

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

- a. Apply for, update, or verify their UEI number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with [login.gov](#);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the AOR. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

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 fema-grants-news@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

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

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process.

Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, and an active SAM registration to apply for a federal award under this funding opportunity.

b. Obtain an UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to: [SAM.gov](https://www.sam.gov)

c. Obtain Employer Identification Number

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting:

<https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:

https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. Register with SAM:

All applicants applying online through FEMA GO must register with SAM. Failure to register with SAM will prevent an applicant from completing the application in FEMA GO. SAM registration must be renewed annually. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to <https://apply07.grants.gov/help/html/help/Register/RegisterWithSAM.htm>

Note: Per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/grants/guidance-tools/fema-go/startup>

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

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) may be accessed in the Forms tab under the <https://grants.gov/forms/forms-repository/sf-424-family> Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

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

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

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.

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at <https://grants.gov/forms/forms-repository/sf-424-family>

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
 - **For construction under an award, submit SF-424C, Budget Information (Construction)**, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**
 - **For construction under an award, submit SF-424D, Standard Assurances (Construction)**, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in [FEMA GO](#):

- Investment Justification (SHSP and UASI)
- Concept of Operations (OPSG)
- Operations Orders (OPSG)
- Detailed Budgets

I. IJ DEVELOPMENT: SHSP AND UASI

As part of the FY 2024 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 2024 SHSP and UASI applications must include one (1) IJ and at least one (1) respective project for the one National Priority Area with a minimum spend requirement (Enhancing Election Security) identified in this NOFO. This IJ 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 IJs that (1) meet the minimum spend requirement for the Enhancing Election Security priority area and (2) meet the overall 30% spending requirement across the National Priority Areas will have that funding placed on hold (up to the National Priority Area minimum percent and up to 30% of the total SHSP or UASI allocations) until those IJs and project-level details that sufficiently address the National Priority Areas are received and approved by DHS/FEMA.

Each IJ must *demonstrate* how proposed investments:

- i. Support terrorism preparedness; and
- ii. Support building capability and/or closing capability gaps or sustaining capabilities identified in the community's THIRA/SPR process.

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

- i. Prevent a threatened or an actual act of terrorism;
- ii. Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- iii. Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- iv. 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 Strategic Implementation Report (BSIR) due by January 30, 2025. 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 2024 BSIR due January 30, 2025. DHS/FEMA will not reduce FY 2024 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

- i. Applicants must propose at least two (2) and may include up to 12 investments.
- ii. 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.
- iii. Required National Priority Area IJs must include the name of the priority in the investment name for easy identification.
- iv. 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:
 - o Project name;
 - o Project description;
 - o Subrecipient name, if applicable;
 - o Recipient type (e.g., state or local);
 - o Project location (zip code of the primary location of the project);
 - o Primary core capability the project supports;
 - o Whether the project activities are shareable and deployable; and
 - o Which National Priority Area (if any) the project supports.
- v. Projects should describe how the proposed investment supports building capability and/or closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.
- vi. 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 (no minimum 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. Additionally, it is important that personnel responding to incidents at these locations are trained on key operational systems, such as ICS, to ensure proper

command, control, and coordination of on-scene incident management.

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.

While not required, applicants are encouraged to submit an investment related to protecting soft targets/crowded places. The proposed investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments. States are 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 (no minimum 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, tribal, and territorial governments and private sector partners. Cooperation and information sharing among state, local, tribal, territorial, and federal partners across all areas of the homeland security enterprise, including counterterrorism, while upholding privacy, civil rights, and civil liberties protections, is critical to homeland security operations and the prevention of, preparation for, protection against, and response to acts of terrorism, and other threats to life and criminal acts of targeted violence. Counterterrorism includes both international and domestic terrorism, cybersecurity, border security, transnational organized crime, immigration enforcement, economic security, and other areas.

While there is no minimum spend for this National Priority Area, applicants are required to include at least one dedicated fusion center project under this priority area. 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. The proposed investment will 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 (no minimum percent)

As stated in the [Homeland Threat Assessment 2024](#), terrorism, including domestic violent extremism, remains a top threat to the Homeland. Domestic 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.

While not required, applicants are encouraged to submit an investment related to combatting the rise, influence, and spread of domestic violent extremism. Investments under this priority may include the development, implementation, and execution of prevention-focused program and initiatives, such as threat assessment and management programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism and targeted violence. The investment will 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 of FY 2024 HSGP grant awards who do not accept the funding allocated to them through the

FY 2024 State and Local Cybersecurity Grant Program (SLCGP) will be required to complete the 2024 [Nationwide Cybersecurity Review](#) (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. Completion of the NCSR is optional for all other recipients of FY 2024 HSGP funding. 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 2024 NCSR is estimated to be open from October 2024 through February 2025.

The NCSR is an annual requirement for recipients of SLCGP grant awards (and for those HSGP recipients who do not accept their allocated SLCGP funding) and is taken once for each fiscal year award.

Additional resources and information regarding cybersecurity and cybersecurity performance goals are available through the [Cybersecurity and Infrastructure Security Agency, Cross-Sector Cybersecurity Performance Goals | CISA](#), and the [National Institute of Standards and Technology](#).

Community Preparedness and Resilience (no minimum 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. According to FEMA’s [2023 National Household Survey](#), only 57% of adults 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, consistent with applicable law.

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.

While not required, applicants are encouraged to submit an investment related to addressing community preparedness and resilience. The investment will be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

Additional resources and information regarding community preparedness and resilience are available through [Individuals and Communities | FEMA.gov](#).

Election Security (3%)

In January 2017, DHS designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Additionally, the [Homeland Threat Assessment 2024](#) indicates that electoral processes remain an attractive target for many adversaries.

Securing election infrastructure, ensuring its continued operation in the face of threats and harassment, advancing the safety of election officials, and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation. As such, at least one (1) investment must be in support of the state's and high-risk urban area's efforts to enhance physical election security and/or cyber election security. Additionally, the proposed investment must meet or exceed the FY 2024 national priority percentage for election security and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments.

The SAA **must** coordinate with the State's Chief Election Official for all projects and matters related to the election security National Priority Area. *Any activities proposed that could be used to suppress voter registration or turnout will not be approved.*

Additional resources and information regarding election security are available through the [Cybersecurity and Infrastructure Security Agency](#).

IV. DEVELOPMENT OF FUSION CENTER PROJECTS: SHSP AND UASI

Each applicant must identify a fusion center project that will:

- i. Indicate alignment to a designated Fusion Center; and
- ii. 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:

- i. Salaries, benefits, and training for X number of Fusion Center intelligence analysts; and
- ii. 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 2024.XXX.

We anticipate seeing an improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of the funding of this project.

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

<i>Solution Area and Amount of Proposed Funding</i>	<i>Percent of Proposed Funding</i>
<i>Planning:</i> \$10,000	<i>2%</i>
<i>Organization:</i> \$200,000	<i>48%</i>
<i>Equipment:</i> \$200,000	<i>48%</i>
<i>Training:</i> \$10,000	<i>2%</i>
<i>Exercises:</i> \$0	<i>0%</i>

<i>Solution Area and Amount of Proposed Funding</i>	<i>Percent of Proposed Funding</i>
Total: \$420,000	100%

v. COMPLETING IJS IN THE FEMA GO: 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 FEMA GO.

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 2024 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. DEVELOPMENT OF OPERATIONS ORDERS FOR OPSG

Operations Order Template Instructions

To access the OPSG Operations Order Template:

- i. Find the Homeland Security Grant Program posting via the search function on [Grants.gov](#);
- ii. Select the Related Documents tab on the posting; and
- iii. Click on the OPSG Operations Order Template and fill out all sections of the template.

Executive Summary Overview

Operations order executive summary must:

- i. Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in the jurisdiction (typically this will be a program lead or manager overseeing operations and individuals assigned to that agency); and
- ii. Describe how federal and SLTT law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

Budget Requirements Overview

Operations Order Detailed Annual Budget must:

- i. Explain how costs and expenses were estimated; and
- ii. Provide a narrative justification for costs and expenses. Supporting tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs) may be included.

Submission Requirements

Operations Orders must meet the following submission requirements:

- i. Must be submitted as an Adobe PDF document;
- ii. All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and
- iii. Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/FRAGO.
- iv. Due to the competitive nature of this program, separate attachments will neither be accepted nor reviewed.

VIII. 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

a. *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](#).

b. *Emergency Communications Investments*

All emergency communications investments must describe how such activities align with needs identified in their Statewide Communication Interoperability Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC)

and/or Statewide Interoperability Governing Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee, as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

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>; [Intergovernmental Review \(SPOC List\) \(whitehouse.gov\)](#))

13. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, the terms and conditions of the award, or the Preparedness Grants Manual. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See 2 C.F.R. § 200.403(h)* (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

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

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

See the [Preparedness Grants Manual](#) for information on prohibitions on expending FEMA award funds for covered telecommunications equipment or services.

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 by the 2024 DHS Appropriations Act. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also use a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs but are necessary costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports. Other M&A cost 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.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its election security investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the enhancing election security National Priority Area.

While the SAA may retain up to 5% of HSGP funds awarded 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, UASI, and OPSG funds passed through to subrecipients must be based on the state's total HSGP award prior to withholding any M&A. The maximum amount of M&A the SAAs may retain is calculated based on the total amount received under all HSGP awards. For example, if the award were as follows:

SHSP: \$500,000
OPSG: \$200,000
UASI: \$300,000
Total HSGP Award: \$1,000,000

The maximum M&A the SAA is authorized for use of the total HSGP award would be \$50,000. (\$1,000,000 X 5% = \$50,000). **For OPSG subawards, the SAA must ensure that subrecipients receive 100% of their respective OPSG allocation amounts.** In the above example, the SAA could not retain any amount of the OPSG award, including amounts for M&A, and would be required to ensure that the full \$200,000 of that OPSG award was received by the subrecipients.

Because the OPSG allocation is a component of the SHSP award, SAAs may retain 5% of the total SHSP award (SHSP + OPSG awards) for M&A and may use this amount to cover the costs of M&A that are directly allocable to both OPSG and SHSP. In the above example, the total amount of the SHSP and OPSG award is \$700,000; therefore, the SAA may retain \$35,000, which represents up to 5% of the \$700,000. This represents \$500,000 of the SHSP award for M&A while ensuring that the full amount of the OPSG award is distributed to the appropriate subrecipients.

HSGP recipients are also reminded that any M&A deducted by the SAA from the UASI grant program award 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 an OPSG or SHSP award.

Specific for OPSG, subrecipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200.

M&A charged to OPSG, SHSP, or UASI funding must be used to support that particular program.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect (F&A) costs (IDC) mean those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. IDC are allowable by the recipient [and subrecipients] as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement but are required to develop an IDC rate proposal must provide a copy of their proposal with their applications. Applicants who do not have a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FEMA for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to the FEMA Point of Contact for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2

C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards. For information on procedures for establishing indirect cost rates, see the [Preparedness Grants Manual](#).

e. Funds Transfer Restrictions

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

f. Evaluation Costs

Evaluation costs are allowable. See Section H.2 “Program Evaluation” for more details.

g. Allowable Cost Matrix for SHSP, UASI, and OPSG

The following matrix lists allowable cost activities across cost categories described above and below. The [Preparedness Grants Manual](#) includes additional information on allowable costs. 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 FEMA Headquarters (HQ) Preparedness Officer.

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities	Y	Y	N
Materials required to conduct planning, engagement, and volunteer management activities	Y	Y	N
Travel/per diem related to planning, engagement, and volunteer management activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of Western Hemisphere Travel Initiative-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Development, and review and revision of the THIRA/SPR and continuity of operations plans	Y	Y	N
Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities	Y	Y	N
Allowable Organizational Activities			
Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).	Y	Y	Y
Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.	Y	Y	N
Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT	Y	Y	N
Cost of migrating online services to the “.gov” domain	Y	Y	N
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
Critical emergency supplies	Y	Y	N
General use vehicle acquisition, lease, and rental	N	N	Y
Specialized vehicle acquisition, lease, and rental	Y	Y	Y
Other Authorized Equipment	Y	Y	Y
Allowable Training Costs			
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes	Y	Y	N
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training	Y	Y	N
Training workshops and conferences	Y	Y	Y
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	Y
Travel	Y	Y	Y
Supplies	Y	Y	N
Instructor certification/re-certification	Y	Y	N
Coordination with Citizen Corps Councils and CERT in conducting training exercises	Y	Y	N
Preparedness training for community preparedness initiatives and programs	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable M&A Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	N
Completing the Civil Rights Evaluation Tool	Y	Y	Y
Conducting activities related to evaluating project effectiveness for HSGP-funded projects	Y	Y	Y

Allowable Program Activities	SHSP	UASI	OPSG
LETPA Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation, enhancement, and sustainment of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions)	Y	Y	N
Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism	Y	Y	N
Coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events	Y	Y	N
Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability development, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology	Y	Y	N
Coordination between fusion centers and other operational analytic, and investigative efforts	Y	Y	N
Implementation, maintenance, and sustainment of the Nationwide Suspicious Activity Reporting Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure locations	Y	Y	N

h. SHSP and UASI Other Direct Costs

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

I. PLANNING

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in [Comprehensive Preparedness Guide \(CPG\) 101 v3](#).

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the [Infrastructure Resilience Planning Framework](#) and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

II. ORGANIZATION

Organization costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#).

States and high-risk urban areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification (IJ) submission. Organizational activities include:

- i. Program management;
- ii. Development of whole community partnerships, through groups such as Citizen Corp Councils;
- iii. Structures and mechanisms for information sharing between the public and private sector;
- iv. Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
- v. Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- vi. Operational Support;
- vii. Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- viii. Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- ix. Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
- x. All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the State Administrative Agency (SAA) and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and
- xi. Migrating online services to the “.gov” internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding, and all high-risk urban areas are allowed to use up to 50% of their UASI funding, for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and Statewide Interoperability Coordinators (SWICs).

At the request of a recipient, the FEMA Administrator (or their designee) may grant a waiver of this 50% limitation under 6 U.S.C. § 609(b)(2)(B). Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

- i. Documentation explaining why the cap should be waived;
- ii. Conditions under which the request is being submitted; and
- iii. A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.

Please see [IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 \(Public L. No. 110-412 – the PRICE Act\)](#), dated October 30, 2019, for additional information on the waiver request process.

III. EQUIPMENT

Equipment costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#).

The 21 allowable prevention, protection, mitigation, and response equipment categories for HSGP are listed on the [Authorized Equipment List](#) (AEL). Some

equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only if they first seek and obtain prior approval from FEMA.**

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable [SAFECOM Guidance on Emergency Communications Grants \(SAFECOM Guidance\) recommendations](#). Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's POP for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the [National Emergency Medical Services Information System](#).

Recipients are reminded that school hardening is an eligible activity under SHSP and UASI. School hardening measures include but are not limited to:

- i. Bullet resistant doors and glass;
- ii. Hinge-locking mechanisms;
- iii. Immediate notification to emergency 911 systems;
- iv. Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;

- v. Installation of distraction devices or other countermeasures administered by law enforcement; and
- vi. Other measures determined to provide significant improvements to schools' physical security.

Additionally, SHSP and UASI funds may be used for equipment purchases related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Small Unmanned Aircraft Systems (sUAS) and critical emergency supply costs are allowable under this program. 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 EMAC⁴ 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/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical/biological/radiological/nuclear/explosive (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff⁵ 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").

⁴Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

⁵This 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.

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.⁶

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

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

Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit [SF-424C](#) and [SF-424D](#).

All proposed construction and renovation activities must undergo an

⁶ FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.

Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Failure of a grant recipient to meet these requirements may jeopardize Federal funding. Please see the [Preparedness Grants Manual](#) for more information.

IV. TRAINING AND EXERCISES

Training and exercise costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation [DOT]).

Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in an IPP and addressed in the state or high-risk urban area training cycle. Emergency preparedness training related to those training gaps, including related to under-represented, diverse populations that may be more impacted by disasters, is allowable. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model of instructional design.

Law Enforcement Readiness

SHSP or UASI grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP or UASI subrecipients with agreements under section 287(g) of the *Immigration and Nationality Act* (INA) (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis.

v. MAINTENANCE AND SUSTAINMENT

Maintenance and sustainment related costs are allowed under this program only as described in the [Preparedness Grants Manual](#).

vi. TRAVEL

Domestic travel costs are allowed under this program, as provided for in this NOFO. International travel is not an allowable cost under this program unless approved in advance by DHS/FEMA. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under SHSP and UASI.

vii. PERSONNEL

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All recipients and subrecipients of HSGP funds, including SHSP and UASI allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b](#), Clarification on the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412) – the PRICE Act.

HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. The following definitions apply to personnel costs:

- i. **Hiring.** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- ii. **Overtime.** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- iii. **Backfill-Related Overtime.** Also called “Overtime as Backfill,” these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- iv. **Supplanting.** Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources

occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Overtime Costs

In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

Authorized Operational Overtime Categories

Category	Description	
1	National Terrorism Advisory System (NTAS)	Security measures in response to an increase in the threat level under the NTAS to an “elevated” or “imminent” alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs , remains applicable; therefore, advance authorization from FEMA is not required. Refer to National Terrorism Advisory System Homeland Security (dhs.gov) for additional information on the NTAS.
2	National Security Special Event (NSSE)	Security measures for a <u>designated</u> NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.
3	Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events	Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below: <ul style="list-style-type: none"> • SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support. • SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support. • SEAR 3: An event of national and/or international importance that requires only limited federal support. • SEAR 4: An event with limited national importance that is managed at state and local level. NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.

Category	Description
4	States of Emergency
	<p>Declarations of states of emergency by the Governor <u>associated with a terrorism-related threat or incident</u>. This excludes Presidential declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.</p>
5	National Critical Infrastructure Prioritization Program (NCIPP)
	<p>Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP <u>based on a terrorism-related threat</u> to critical infrastructure.</p>
6	Directed Transit Patrols
	<p>Targeted security patrols in airports and major transit hubs <u>based on a terrorism-related threat</u> to transportation systems.</p>
7	Other Related Personnel Overtime Costs
	<p>Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.</p>
8	Operational Support to a Federal Agency
	<p>Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the <i>Maritime Transportation Security Act of 2002</i>), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. Grant funding can only be used in proportion to the federal man-hour estimate and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.</p>

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

Administration of Operational Overtime Requests

- i. Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Preparedness Officer. FEMA will consider requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact FEMA Grants News by e-mail at fema-grants-news@fema.dhs.gov or by phone at (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET, for clarification.
- ii. All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled “For Official Use Only.” If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;
- iii. Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
- iv. Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
- v. States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the Urban Area Working Group (UAWG) and FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area; and
- vi. FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

VIII. SECURE IDENTIFICATION

Secure identification costs are allowed under this program. SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

IX. MULTIPLE PURPOSE OR DUAL-USE OF FUNDS

Please see the [Preparedness Grants Manual](#) for information on multiple purpose of dual-use of funds under SHSP and UASI.

i. OPSG Other Direct Costs

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support four of the five mission areas—Prevention, Protection, Mitigation, and Response—and associated core capabilities within the Goal. While Recovery is part of the Goal, it is not explicitly part of the HSGP. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to building capability, closing capability gaps, and/or sustaining capabilities, as defined by CPG 201: THIRA/SPR Guide—3rd Edition ([Comprehensive Preparedness Guide \(CPG\) 201, 3rd Edition \(fema.gov\)](#)). Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

I. PLANNING

Planning costs are allowed under this program only as described in this funding notice. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable planning activities for OPSG.

II. ORGANIZATION

Organization costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#). See the Allowable Cost Matrix in Section D.13.g above for more information on allowable organizational activities for OPSG.

III. EQUIPMENT

Equipment costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#).

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the

property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

- i. **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: "**Purchased with DHS funds for Operation Stonegarden Use.**"
- ii. **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.
- iii. **Vehicle and Equipment Acquisition, Including Leasing and Rentals.** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
- iv. **Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL.

Requirements for Small Unmanned Aircraft Systems

Small Unmanned Aircraft Systems (sUAS) are allowable under the HSGP. 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 EMAC⁷ 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/general use vehicles (OPSG only);
- Emergency medical services equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized

⁷Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

chemical/biological/radiological/nuclear/explosive (CBRNE) response;

- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff⁸ engaged in homeland security program activity.

Controlled Equipment

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

However, not all equipment that is considered controlled equipment is allowable under the HSGP. As noted in Section B of [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), certain equipment is prohibited and is not allowable under HSGP. Grant funds under this program may not be used for the purchase of equipment not approved by DHS/FEMA. For example, the purchase of tracked armored vehicles, camouflage uniforms, weapons, and weapons accessories, including ammunition, is generally not allowed with HSGP funds.⁹

For some controlled equipment that is allowable under the HSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties. Contact your Preparedness Officer if you have questions concerning HSGP requirements for controlled equipment requests.

Grant funds under this program must comply with the aforementioned [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#). As per this FEMA Policy, excepted or controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other

⁸This 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.

⁹FEMA issued Policy 207-22-0002 in response to [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), which President Joseph R. Biden issued on May 25, 2022. EO 14074 directs the DHS to prohibit the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies and to comply with and implement the recommendations stemming from [EO 13688](#), which established prohibited equipment and controlled equipment lists.

regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

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

Construction and Renovation

OPSG funds may not be used for any construction.

IV. TRAINING AND EXERCISES

Training and exercise costs are allowed under this program only as described in this funding notice and the [Preparedness Grants Manual](#) (e.g., related to EHP compliance). Recipients are encouraged to consider tuition-free courses offered by FEMA first, before investing in training. For more information and a catalog of courses please refer to the [National Preparedness Course Catalog at NTED](#).

Law Enforcement Readiness

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *INA* program allows a state or local law enforcement entity to enter into a partnership with Immigration and Customs Enforcement (ICE), under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. OPSG subrecipients with agreements under section 287(g) of the *INA* (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

V. MAINTENANCE AND SUSTAINMENT

Maintenance and sustainment related costs are allowed under this program only as described in the [Preparedness Grants Manual](#).

VI. 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. See the Allowable Cost Matrix in Section D.13.g above for more information on allowable travel activities under OPSG.

VII. 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 OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50% personnel cap, please see FEMA [IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 \(Public Law 110-412 – the PRICE Act\)](#).

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to Homeland Security Information Network (HSIN) to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used for domestic travel and *per diem*, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Operational Overtime Costs

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- i. Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
- ii. Overtime must be worked to increase patrol capacity and be in support of identified and approved United States Border Patrol (USBP) border security operations;
- iii. The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
- iv. All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and
- v. The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Intelligence Support

Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

- i. Complete training to ensure baseline proficiency in intelligence analysis and production within six (6) months of being hired; and/or,
- ii. Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request.

VIII. REGIONAL BORDER PROJECTS

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- i. Communications equipment;
- ii. Radio systems and repeaters;
- iii. Integration with regional intelligence and information sharing effort (i.e., fusion centers):
 - o Intelligence analysts.
- iv. Situational Awareness equipment:
 - o License Plate Reader Networks;
 - o Visual detection and surveillance systems;
 - o Sensor Systems;
 - o Radar Systems (for air and/or marine incursions); and
 - o Aircraft systems (manned or unmanned).

IX. TRANSPORTATION COSTS AND COSTS RELATED TO THE PROVISION OF ACUTE MEDICAL CARE

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

X. TEMPORARY OR TERM APPOINTMENTS

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:

- i. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;
- ii. OPSG-funded temporary or term appointments may not exceed the approved period of performance:
 - o For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
 - o For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- iii. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;
- iv. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
 - o To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
 - o To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
 - o To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- v. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and
- vi. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

j. *Unallowable Costs for SHSP, UASI, and OPSG*

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-related costs include:

- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

I. UNALLOWABLE COSTS FOR OPSG ONLY

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. OPSG unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to [IB 421b](#), or contact their FEMA HQ Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

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, individuals inspired by terrorists abroad, and the assessment of vulnerabilities and potential consequences. DHS defines risk as: “potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences.” See DHS Lexicon Terms and Definitions: 2018 Edition – Revision 04, (Apr. 2018). The FEMA risk methodology is focused on three elements:

- i. **Threat:** the likelihood of an attack being attempted by an adversary;
- ii. **Vulnerability:** the likelihood that an attack is successful, given that it is attempted; and
- iii. **Consequence:** the effect of an event, incident, or occurrence.

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 2024 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA’s review will include verification that each IJ and project:

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

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

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

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

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

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether SAM.gov identifies the applicant as being excluded from receiving federal

awards or is flagged for any integrity record submission. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

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

c. *Supplemental Financial Integrity Criteria and Review*

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

- i. FEMA is required by 41 U.S.C. § 2313 and 2 C.F.R. § 200.206(a)(2) to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

a. *SHSP and UASI*

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

Emergency communications investments will be jointly reviewed by FEMA and CISA's Emergency Communications Division (ECD) to verify compliance with SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). FEMA and ECD will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Additional Effectiveness Evaluation Criteria for the National Priority Areas

FEMA will evaluate the FY 2024 HSGP IJs and projects submitted in support of the National Priority Areas for anticipated effectiveness. FEMA's review will include verification that each IJ or project meets the National Priority Area required spend percentages.

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

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

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

For additional information on Fusion Center requirements, please see the [Preparedness Grants Manual](#).

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

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

Election security investments will be reviewed by DHS/FEMA, CISA, and other DHS components as appropriate, for compliance with purposes and requirements of

the priority investment area. Proposed investments will be reviewed for effectiveness using the scoring criteria set forth in this NOFO.

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

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

For applicants that elect to submit IJs and project-level details for the National Priority Areas as part of their December 2024 BSIR, they will have funds placed on hold in the amount of 30%. The hold will be released only after their December 2024 BSIR submission has been reviewed, projects related to the National Priority Areas deemed in alignment by DHS/FEMA, and the funding hold is removed by FEMA.

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

To that end, IJs should include:

- How the proposed investment addresses the National Priority Area;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable; and
- A summary of the collaboration efforts to prevent, prepare for, protect against, and respond to acts of terrorism as well as anticipated outcomes of the project.

For FY 2024 SHSP and UASI investments and projects related to the National Priority Areas, effectiveness will be evaluated based on the following four factors:

- **Investment Strategy (40%)**: Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the Nation.
- **Budget (20%)**: Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.

- Impact/Outcomes (40%): Proposals will be evaluated on how the investment helps the jurisdiction close capability gaps identified in its SPR and addresses the relevant National Priority Area outlined in this NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Past Performance (additional consideration): Proposals will be evaluated based on the applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

b. *OPSG*

Applications will be reviewed by the SAA and USBP Sector Headquarters for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the Operations Orders. For more information on Operations Orders and other requirements of OPSG, see section D.10 above and 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 2024 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 2024 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.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the AOR that submitted the application.

Recipients must accept their awards no later than 60 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Pass-Through Requirements

Awards made to the SAA for HSGP carry additional **statutorily mandated** pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to local units of government, combinations of local units, tribal governments, or other specific groups or organizations. These entities are defined at 6 U.S.C. § 101(13) as:

- A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government.
- An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation.
- A rural community, unincorporated town or village, or other public entity.

Four criteria must be met to pass-through grant funds:

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

Timing and Amount

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

SAAs are sent notification of HSGP awards via the FEMA GO system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the FEMA GO 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 FEMA GO system, the 45 calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the FEMA GO 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, 2024, while the period of performance dates for that award are September 1, 2024, through August 31, 2027. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 9, 2024 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The period of performance start date of September 1, 2024 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

The signatory authority of the SAA must certify in writing to DHS/FEMA that pass-through requirements have been met. ***A letter of intent (or equivalent) to distribute funds is not considered sufficient.*** A letter of intent is not a firm commitment and if issued before FEMA makes the award, then a letter of intent is also not unconditional since it is inherently conditioned on receipt of funds.

The pass-through requirement does not apply to SHSP awards made to the District of Columbia, Guam, American Samoa, the U.S. Virgin Islands, or the Commonwealth of the Northern Mariana Islands. ***The Commonwealth of Puerto Rico is required to comply with the pass-through requirement,*** and its SAA must also obligate at least 80% of the funds to local units of government within 45 calendar days of receipt of the funds.

Under SHSP, the SAA may retain more than 20% of funding for expenditures made by the state on behalf of the local unit(s) of government, such as expenditures by the state in order to pass through goods or services to local unit(s) of government in lieu of cash. This may occur only with the written consent, such as a Memorandum of Understanding, between the SAA and the local unit(s) of government. Separate written consent is necessary for each local unit of government in which more than 20% of funding is retained on their behalf by the state. The written consent must specify the amount of funds to be retained and the intended use of funds, including whether any goods or services will be passed through in lieu of cash. It must also be signed by authorized representatives of both the state and the local unit of government.

States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2024, 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 2024 award and comply with the four pass-through criteria described above before the written consent agreement can take effect for purposes of the FY 2024 funding.***

Additional OPSG Requirements

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

3. Administrative and National Policy Requirements

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

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

- Environmental Planning and Historic Preservation (EHP) Compliance
- FirstNet
- National Incident Management System (NIMS) Implementation
- SAFECOM

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

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

b. *Ensuring the Protection of Civil Rights*

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

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with 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, as applicable.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights

provisions is available at <https://www.fema.gov/about/offices/equal-rights/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 or other applicable regulations.

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*
See the [Preparedness Grants Manual](#) for information on EHP compliance.

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

In expending funds under this program, recipients that are state, local, tribal, or territorial governments must ensure and maintain adoption and implementation of NIMS, including implementation of important operational systems defined under NIMS, such as ICS. The state, local, tribal, or territorial government must show adoption of NIMS during any point of the period of performance. See the [Preparedness Grants Manual](#) for information about NIMS implementation.

e. *Emergency Communication Investments*

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

- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the [SAFECOM Guidance](#). The certification letter should be coordinated with the SWIC for each state and must be uploaded to FEMA GO 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](#).

f. *Mandatory Disclosures*

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 CFR 200.113)

Please note applicants and recipients may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the [Office of Inspector General \(OIG\) Hotline](#). The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

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

The regulation at 2 C.F.R. § 200.337 provides DHS and any of its authorized representatives with the right of access to any documents, papers, or other records of the recipient [and any subrecipients] that are pertinent to a federal award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents. Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review project accomplishments and management control systems to evaluate project accomplishments and to provide any required technical assistance. During site visits, DHS may review a recipient's or subrecipient's files pertinent to the federal award and interview and/or discuss these files with the recipient's or subrecipient's personnel. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal 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 FEMA Grants News by phone at (800) 368-6498 or by email at fema-grants-news@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

b. *FEMA Grants News*

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. This channel 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. FEMA Grants News can be reached by e-mail at fema-grants-news@fema.dhs.gov OR by phone at (800) 368-6498, 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. *FEMA Regional Offices*

FEMA Regional Offices provide some fiscal support functions, including cash analysis and financial monitoring for this program. The FEMA Grant Programs Directorate, Office of Grants Administration, is responsible for financial and programmatic management of this program, and provides technical assistance, as needed or requested.

FEMA Regional Office contact information is available at:
<https://www.fema.gov/fema-regional-contacts>.

e. *Equal Rights*

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

f. *Environmental Planning and Historic Preservation*

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

2. Systems Information

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.

b. *FEMA Preparedness Toolkit*

The [FEMA Preparedness Toolkit \(PrepToolkit\)](#) provides access to the tools and resources needed to implement the National Preparedness System and provide a collaborative community space for communities completing the Unified Reporting Tool (URT). Recipients complete and submit their THIRA/SPR, and other required assessments using the tools on PrepToolkit. For assistance, contact support@preptoolkit.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
- Termination Provisions
- Whole Community Preparedness
- Report Issues of Fraud, Waste, and Abuse
- Hazard Resistant Building Codes
- 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. Note that all information in this Section H.1 “Termination Provisions” is repeated in the [Preparedness Grants Manual](#).

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. See also the section on Actions to Address Noncompliance 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

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

[OMB Memorandum M-21-27](#), Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and 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).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect). Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it

does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For FEMA's official policy on BABAA, please see FEMA Policy 207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure available at https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#), and https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

b. *Waivers*

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

c. *Definitions*

For BABAA specific definitions, please refer to the FEMA Buy America website at: ["Programs and Definitions: Build America, Buy America Act | FEMA.gov."](#)

Please refer to the applicable DHS Standard Terms & Conditions for the BABAA specific term applicable to all FEMA financial assistance awards for infrastructure.

4. Report issues of fraud, waste, abuse

Please note, when applying to this notice of funding opportunity and when administering the grant, applicants may report issues of fraud, waste, abuse, and mismanagement, or other criminal or noncriminal misconduct to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603, and TTY 1 (844) 889-4357.

5. National Threat Evaluation and Reporting (NTER) Program Office

As the threat landscape continues to evolve, the DHS Office of Intelligence and Analysis (I&A) [National Threat Evaluation and Reporting \(NTER\) Program Office](#) empowers homeland security partners to adapt to new threats and prevent terrorism and targeted violence. NTER equips homeland security partners with tools and resources to identify, report, and mitigate threats of terrorism and targeted violence to keep the Homeland safe primarily through two lines of effort: the [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\)](#) and [Behavioral Threat Assessment Integration](#).

a. Behavioral Threat Assessment Integration

NTER assists federal, state, local, tribal, and territorial (F/SLTT) partners with integrating a behavioral approach to violence prevention into their processes for identifying and mitigating homeland security threats of targeted violence, regardless of motive. Through training, partner capacity building, and information sharing, NTER supports the identification and mitigation of threats. The Office fills a national gap by providing a framework for Behavioral Threat Assessment and Management (BTAM) as a best practice for targeted violence prevention.

- The [Master Trainer Program](#) certifies F/SLTT partners in the instruction of BTAM techniques and best practices. This instructor development and certification program prepares F/SLTT partners to engage their local communities and empowers homeland partners to help mitigate threats and aid in preventing acts of targeted violence.
- [Foundations of Targeted Violence Prevention eLearning](#): This one-hour eLearning empowers partners to recognize threats or potentially concerning behaviors; understand what behaviors may be displayed by a person who is on a pathway to violence; learn where to report information of concern; and understand how the information reported will be used to keep our communities safe.

b. Nationwide Suspicious Activity Reporting Initiative

The NSI is a joint collaborative effort by the U.S. Department of Homeland Security, the Federal Bureau of Investigation, and F/SLTT law enforcement partners. This initiative provides law enforcement with a tool to help prevent terrorism and other related criminal activity by establishing a national capacity for identifying, gathering, documenting, processing, analyzing, and sharing tips and leads. The NSI is a standardized process for identifying, reporting, and sharing suspicious activity in jurisdictions across the country.

- [SAR Standardized Technical Assistance Consultation Guide](#): This document provides an overview of the technical assistance and training services.

- [Online SAR Training for Law Enforcement and Hometown Security Partners](#): To increase the effectiveness of this multifaceted approach, the NSI has developed training programs for frontline officers and hometown security partners on how to report identified suspicious activity to the proper authorities while maintaining the protection of citizens' privacy, civil rights, and civil liberties.
- [Nationwide Suspicious Activity Reporting \(SAR\) Initiative \(NSI\) Fundamentals | Homeland Security \(dhs.gov\)](#): This one-hour training course provides an interactive overview of the NSI. It provides users an understanding of the evaluation process used to determine whether identified behavior adheres to the Information Sharing Environment Functional Standard criteria, in accordance with privacy, civil rights, and civil liberties protections.



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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

**Fiscal Year 2024
Homeland Security Grant Program**

***California Supplement to the
Federal Notice of Funding Opportunity***

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**Federal Program
Announcement**

On April 16, 2024, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2024 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 2024 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 2023 and FY 2024 HSGP and highlight additional California policies and requirements applicable to FY 2024 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 Competitive Funding Opportunity (CFO) 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 2024 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 .

**Debarred/
Suspended
Parties
Cont.**

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 2024
HSGP**

National Priority Areas: There are six National Priority Areas (NPAs) for FY 2024. The primary change for FY 2024 is that only the Enhancing Election Security NPA maintains a 3% minimum spend. 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 – NEW: no minimum spend;
- Enhancing the protection of soft targets/crowded places –NEW: no minimum spend;
- Enhancing cybersecurity – no minimum spend;
- Enhancing community preparedness and resilience – NEW: no minimum spend;
- Combating domestic violent extremism – NEW: no minimum spend ;
- Enhancing election security – 3% minimum.

**Key Changes to
the FY 2024
HSGP
Cont.**

Purchasing Under a FEMA Award: 2024 OMB Revisions:

The Office of Management and Budget (OMB) has updated parts of the OMB Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations. These updates will apply to FEMA awards with an award date on or after October 1, 2024.

Key changes include updates to the federal procurement standards at [2 C.F.R. §§ 200.317 – 200.327](#), which govern how FEMA award recipients and subrecipients must conduct purchases under a FEMA award.

FEMA will update its policy and guidance documents to incorporate these revisions, but for now, please refer to the [Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet](#) for more information.

Details on all the 2 C.F.R. revisions can be found on the [Federal Register's Guidance for Federal Financial Assistance webpage](#).

For more information on the federal procurement standards, visit [Contracting with Federal Funds for Goods and Services Before, During and After Disasters | FEMA.gov](#).

Section 2 – Federal Changes and Initiatives | **2024**

FY 2024 National Priorities

DHS/FEMA annually publishes the [National Preparedness Report](#) (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

HSGP Subrecipients are required to prioritize grant funding to demonstrate how investments support closing capability gaps or sustaining capabilities identified in the Threat Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process.

DHS/FEMA continually assesses changes to the threat landscape to further the National Preparedness Goal (NPG) of a secure and resilient nation. The following are national priority areas for FY 2024, including the corresponding percentage of funds required in each area:

- Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – no minimum;
- Enhancing the protection of soft targets/crowded places – no minimum;
- Enhancing cybersecurity – no minimum;
- Enhancing community preparedness and resilience – no minimum;
- Combating domestic violent extremism through enhanced intelligence collection & analysis, training, and community resilience – no minimum; and
- Enhancing election security – 3% minimum.

Subrecipients must spend a minimum of 30% of their SHSP and UASI awards across the six NPAs but have flexibility on how that funding is allocated. Only the Enhancing Election Security NPA has a minimum spend requirement of 3%. The remaining 27% can be allocated across any of the NPAs.

Section 2 – Federal Changes and Initiatives | **2024**

FY 2024 National Priorities Cont.

National Priority projects will be reviewed for effectiveness by DHS/FEMA and must be deemed effective prior to the obligation or expenditure of funds.

Projects requiring additional information for DHS/FEMA to determine effectiveness of the project, or projects deemed ineffective, will have a hold placed on their subaward pending submission of requested information and DHS/FEMA approval. Once a project is approved by DHS/FEMA, modifications to the project have special restrictions regarding modifications as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

Effectiveness will be evaluated by DHS/FEMA, Cybersecurity and Infrastructure Security Agency, DHS Office of Intelligence and Analysis, DHS Center for Prevention Programs and Partnerships, and/or other DHS components, as appropriate. FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness, based on the following four factors:

- **Investment Strategy (40%):** Projects will be evaluated based on the quality and extent to which the strategy effectively demonstrates supporting the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the state, or the nation.
- **Budget (20%):** Projects will be evaluated based on the extent to which a budget plan for each investment demonstrates how grant expenditures maximize cost effectiveness.

Section 2 – Federal Changes and Initiatives | **2024**

FY 2024 National Priorities Cont.

- **Impact/Outcomes (40%):** Projects will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses NPs outlined in the FY 2024 NOFO. Further, projects will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which improvements are measured and/or evaluated.
- **Past Performance (additional consideration):** Projects will be evaluated based on the Subrecipient's demonstrated capability to execute the proposed investments. Under this factor, FEMA will consider the information provided by the Subrecipient and may also consider relevant information from other sources.

A detailed description of allowable investments for each NP is included in the [FY 2024 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. Additional information regarding community preparedness and resilience is available through [Individuals and Communities](#).

Section 2 – Federal Changes and Initiatives | 2024

**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.

Section 2 – Federal Changes and Initiatives | **2024**

**National
Campaigns and
Programs Cont.****National
Cybersecurity
Review****NIMS
Implementation**

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.

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 2024 and February 2025.

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](#).

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).

Section 2 – Federal Changes and Initiatives | 2024

**Law Enforcement
Terrorism
Prevention
Activities**

At least 35% of the grant funding under SHSP and UASI must be dedicated to Law Enforcement Terrorism Prevention Activities (LETPA). This required LETPA allocation can be from SHSP, UASI, or both and may be met by funding projects in any combination of the six NPAs and any other investments.

Allowable expenditures can be found in the authorizing legislation, [Preparedness Grants Manual, Information Bulletin \(IB\) No. 473 Supplemental Guidance for LETPA Expenditures](#), the [National Prevention Framework](#), and [National Protection Framework](#).

For an activity to be counted towards the LETPA requirement, it must have a law enforcement terrorism prevention nexus. If an activity is listed in the authorizing legislation or can be directly tied to a capability in the National Prevention Framework or shared capability in the National Protection Framework, then it is presumed to have law enforcement nexus and be a LETPA. For all other claimed activities, nexus to law enforcement and terrorism prevention must be clearly explained.

Refer to [IB 485 - FY23 LETPA Supplemental Guidance](#) to the NOFO for further direction on how to account for LETPA activities, best practices for submitting LETPA investments, and information on how to distinguish LETPA from other activities .

**Management
and
Administration**

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of 5% for FY 2024 HSGP.

Indirect Costs

Indirect costs are allowable under the FY 2024 HSGP Grant Award.

Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application.

Section 2 – Federal Changes and Initiatives | **2024**

**Indirect Costs
Cont.**

Indirect costs are in addition to the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the FMFW on the Indirect Cost Tab if being claimed under the award.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

The FEMA Preparedness Grants Manual, published by FEMA, states that State and local governments are **not** permitted to use the de minimis rate. These costs are allowable only when an exception is granted to the SAA by FEMA per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b. Subrecipients should not include these costs in their future applications until further notice. If necessary, subrecipients may work with their Grants Analyst to modify their existing projects to remove these costs that were included in their advanced application.

**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 52 of the Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP), [Notice of Funding Opportunity](#), all operational overtime requests must clearly explain how the request meets the criteria of one or more of the listed Authorized Operational Overtime Categories.

Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explains how the overtime activity is responsive to the threat.

Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated exigent circumstances prevented

Section 2 – Federal Changes and Initiatives | 2024

Organization Costs – Overtime Cont.

submission of a request in advance of the event or activity. Requests for overtime costs must be submitted to Cal OES via [Allowability Request Log \(ARL\) Form](#) at the time of application, if the activity will occur within one year of the final application submission. All subsequent requests must be submitted at least 60 days in advance of the activity.

All operational overtime costs must be formally pre-approved in writing by DHS/FEMA.

Personnel Cap

Pursuant to [6 U.S.C. § 609\(b\)](#), SHSP and UASI funds may be used for personnel costs, totaling up to 50 percent of each fund source. A Subrecipient may request this requirement be waived by DHS/FEMA, via Cal OES. Requests for personnel cap waivers must be submitted separately for each fund source in writing 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.

Allowable HSGP equipment is listed on the [FEMA Authorized Equipment List](#) (AEL) website.

Section 2 – Federal Changes and Initiatives | 2024

**Equipment
Typing/
Identification
and Use**

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.

Per FEMA policy, the purchase of weapons and weapon accessories are not allowed with HSGP funds. Special rules apply to pharmaceutical purchases, medical countermeasures, and critical emergency supplies; refer to page A-10 of the [FEMA Preparedness Grants Manual](#) for additional information.

Expenditures for general purpose equipment are allowable if they align to and support one or more core capabilities identified in the NPG, and in addition, are deployable/sharable through the Emergency Management Assistance Compact and allowable under 6 U.S.C. § 609. Refer to the NOFO and Preparedness Grants Manual for examples of allowable general-purpose equipment.

**Equipment
Maintenance/
Sustainment**

Use of HSGP funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA [IBs 336](#) and [379](#), as well as Grant Programs Directorate (GPD) Policy [FP-205-402-125-1](#).

**Emergency
Communications
Projects**

All Subrecipient emergency communications projects must comply with the SAFECOM Guidance on Emergency Communications Grants and describe in their FMFW how such activities align with the goals of the Statewide Communications Interoperability Plan.

**Telecom
Equipment and
Services
Prohibitions**

Effective August 13, 2020, section 889(f)(2)-(3) of the [John S. McCain National Defense Authorization Act for FY 2019 \(NDAA\)](#) and [2 C.F.R. § 200.216, 200.471](#), and Appendix II to 2 C.F.R. Part 200 prohibit DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following telecommunications equipment or services:

Section 2 – Federal Changes and Initiatives | 2024

**Telecom
Equipment and
Services
Prohibitions Cont.**

- 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.

Additional guidance is available in [FEMA Policy #405-143-1, Prohibitions on Expenditure of FEMA Award Funds for Covered Telecommunications Equipment or Services](#)

**Prohibited and
Controlled
Equipment**

Effective May 25, 2022, [Executive Order \(EO\) 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#), Section 12(a) of EO 14074 directs the Department of Homeland Security (DHS) to review its grant programs and, consistent with applicable law, prohibits the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial law enforcement agencies (LEAs).

For all awards issued on or after January 1, 2023, the policy directly prohibits certain types of equipment outright (prohibited equipment), whereas other types of equipment may be controlled, or LEAs are required to submit certifications prior to purchase.

Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically

Section 2 – Federal Changes and Initiatives | **2024**

Prohibited and Controlled Equipment Cont.

make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact your Grants Analyst to determine if a particular type of equipment is allowable under that program.

Additional information regarding Prohibited and Controlled Equipment is available on [FEMA Policy 207-22-0002](#).

Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with [FEMA Policy 207-22-0002](#) and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. The Authorized Equipment Listing for [03OE-07-SUAS](#) details questions that must be included in the Aviation Request justification. Reference the [Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems](#) for additional information.

Subrecipients must submit Cal OES' UAS-Drone Request Form, Controlled Equipment Self-Certification Form and FEMA's Controlled Equipment Request Form for FEMA approval. Requests for drone/UAS accessories follow the same UAS process that requires FEMA review and approval.

FEMA approval is required before a SUAS can be purchased with HSGP grants funds.

Emergency Operations Plans

Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the [Comprehensive Preparedness Guide 101 version 2.0](#).

Section 2 – Federal Changes and Initiatives | 2024

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 Grants Analyst, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the HSGP subaward within five days of learning of the conflict of interest.

Build America, Buy America Act (BABAA)

Under FEMA financial assistance programs, the BABAA requirements apply to:

- New awards made on or after January 2, 2023,
- New funding that FEMA obligates to existing awards or through renewal awards on or after January 2, 2023; and
- Infrastructure projects.

Funds provided under this program may not be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Additionally, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Section 2 – Federal Changes and Initiatives | **2024**

**Build America,
Buy America Act
(BABAA) Cont.**

When necessary, Subrecipients may apply for a waiver from these requirements. Additional information regarding the BABAA can be found on FEMA's website under [Buy America Preference](#) [Buy America Preference](#).

Section 3 – State Changes and Initiatives | **2024**

**FY 2024
Investments**

The State prioritized the following investment strategies for the FY 2024 subawards:

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS (**National Priority**);
2. Enhance the Protection of Soft Targets/Crowded Places (**National Priority**);
3. Enhance Cybersecurity (**National Priority**);
4. Enhancing Community Preparedness and Resilience (**National Priority**);
5. Combating Domestic Violent Extremism (**National Priority**);
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment;
7. Enhance Medical and Public Health Preparedness;
8. Strengthen Information Sharing and Collaboration (non-Fusion Center);
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards/Whole Community Incident Planning, Response & Recovery Capabilities;
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture); and
11. Enhance Election Security (**National Priority**).

Section 3 – State Changes and Initiatives | **2024**

**California
Homeland
Security Strategy
Goals**

The State prioritized the following California Homeland Security Strategy Goals for the FY 2024 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 2024, Cal OES shall retain 20% of the SHSP and 17.3% of the UASI funding for state initiatives.

“On Behalf Of”

Cal OES may, in conjunction with local approval authorities, designate funds “on behalf of” local entities who choose to decline or fail to utilize their subaward in a timely manner.

**Public Alert and
Warning**

Cal OES encourages Subrecipients to consider the use of this funding to assist their jurisdiction’s alignment with the [State of California Alert and Warning Guidelines](#), developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Section 4 – Required State Application Components | **2024**

**Financial
Management
Forms
Workbook**

The FY 2024 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 Governing Body Resolution (GBR) or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign requests.

Project Ledger – The project ledger is used in the application process to submit funding information and is used for submitting cash requests, Grant Subaward Modifications, and assists with the completion of the Biannual Strategy Implementation Report (BSIR).

Planning Tab – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Tab – Provides detailed information on grant-funded organizational activities.

Equipment Tab – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Tab – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The [Training Request Form](#) must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Tab – Provides detailed information on grant-funded exercises.

Section 4 – Required State Application Components | **2024**

Financial Management Forms Workbook Cont.

M&A Tab – Provides information on grant-funded M&A activities.

Indirect Costs Tab – Provides information on indirect costs.

Consultant-Contractor Tab – Provides detailed information on grant-funded consultants and contractors.

Authorized Agent Page – The AA Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA Page must include a valid signature on file with Cal OES and the date.

Subrecipient Grants Management Assessment

Per [2 C.F.R. § 200.332](#), Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The [Subrecipient Grants Management Assessment Form](#) contains questions related to an organization's experience in the management of federal grant awards. It is used to determine and provide an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the grant application.

Application Attachments

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the [FFATA Financial Disclosure Form](#) to provide the information required by the Federal Funding Accountability and Transparency Act of 2006.

Intelligence Analysts Certificates – Pursuant to the Preparedness Grants Manual, Cal OES must have certificates for completion of training for fusion center analytical personnel. Please provide copies of certificates for each intelligence analyst, if applicable.

UASI Footprint (UASIs Only) – The Urban Area Working Group (UAWG) establishes the 'footprint' of the UA. A map or list defining the footprint must be included with the application.

UAWG Member Roster (UASIs Only) – A list of all current UAWG members with positions or titles.

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved indirect cost rate agreement.

Section 4 – Required State Application Components | **2024**

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit an electronic signed, copy of the [FY 2024 Standard Assurances](#) as part of their FY 2024 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.

Program Standard Assurances Addendum

The Program Standard Assurances Addendum specifies additional requirements that Subrecipients must meet. All Subrecipients must submit an electronic signed [Program Standard Assurances Addendum](#) as part of the FY 2024 HSGP application. The required Program Standard Assurances Addendum can be found only in PDF format on the Cal OES website.

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 2024, FY 2025, FY 2026; 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 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

Section 4 – Required State Application Components | **2024**

Operational Areas and Urban Areas Cont.

by submitting a request on the entity's letterhead, signed by an existing AA. Cal OES will not accept signatures of an AA's designee, unless authorized by the GBR. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Operational Areas Only

Approval Authority Body – OAs must appoint an Anti-Terrorism Approval Body (Approval Authority) to have final approval of the OA's application for HSGP funds. Each member of the Approval Authority must provide written agreement with the OA's application for HSGP funds. The Approval Authority shall consist of the following representatives, and additional voting members may be added by a simple majority vote of the following standing members:

- County Public Health Officer or designee responsible for Emergency Medical Services
- County Fire Chief or Chief of Fire Authority
- Municipal Fire Chief (selected by the OA Fire Chiefs)
- County Sheriff
- Chief of Police (selected by the OA Police Chiefs)

Urban Areas Only

Urban Area Working Groups – Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined UA. It also must be inclusive of local Citizen Corps Council and tribal representatives. The UAWG should also ensure the integration of local emergency management, public health, and health care systems into a coordinated sustained local capability to respond effectively to a mass casualty incident. Additional group composition criteria are found in the FEMA [Preparedness Grants Manual](#).

Threat Hazard Identification and Risk Assessment – Subrecipients are required to submit a THIRA for all 32 core capabilities. Beginning in 2019, UAs are required to submit a THIRA every three years. An annual capability assessment will still be required.

Section 4 – Required State Application Components | **2024**

Urban Areas Only Cont.

Stakeholder Preparedness Review – The SPR is an annual grant requirement for all states, territories, and UAs. It is an annual capability assessment, which helps jurisdictions identify capability gaps and prioritize investment requirements to reach the targets set in their THIRA.

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 Grants Analyst 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 Grants Analyst as soon as possible. The completed application should be received by Cal OES no later than the date provided in the FY 2024 HSGP Timeline, referenced as Attachment B.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Grants Analyst may request additional information. Requests for late submission of applications must be made in writing to the Grants Analyst prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

HSGP Contact Information

The [Grants Analyst Regional Assignments Map](#) is linked and available on 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 HSGP FMFW, returning it to the appropriate Grants Analyst. 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 in 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 v1.24](#), signed by the Subrecipient's AA, and submitted to the Grants Analyst.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

**Modifications
Cont.**

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or in a document attached to the transmittal e-mail. Please reference [GMM 2018-17](#) for additional information regarding modification requests.

Modifications to NP Projects have additional restrictions as indicated below:

Modifications which do not change the project scope and do not decrease the overall project budget can be processed via regular modification request.

Modifications which change the project scope or decrease the overall project budget will require DHS/FEMA approval and must be requested on the [National Priority Project Modification Form](#).

**Training
Requirements**

All grant-funded training activities must receive Cal OES approval prior to starting the training event. Cal OES shall allow Subrecipients to develop a “placeholder” for future training conferences when an agenda has not been established at the time Subrecipient applications are due. Please work with a Grants Analyst and the Training Branch to identify a possible “placeholder” for these types of training activities.

When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

Subrecipients must complete a [Training Request Form](#) and submit it electronically to the Cal OES Training Branch to be approved with a Training Feedback Number before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Requests that are submitted with less than 30 days prior to the start of the training or activity are not guaranteed to be approved in time and run the risk of training being unallowable. Training Feedback numbers must

Training Requirements Cont.

be included on the FMFW Training Ledger to be considered for reimbursement.

For more information on this or other training-related inquiries, contact the [Cal OES Training Branch](#) at (916) 845-8745 or Training@CalOES.ca.gov.

Exercises, Improvement Plans, and After-Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through the THIRA and SPR process, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with HSGP grant funds. An After-Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars and Workshops) must be completed and submitted to Cal OES within 90 days after exercise/seminars/workshops are conducted. It is acceptable to submit an *Exercise Summary Report for Seminars and Workshops* in lieu of a full AAR/IP.

Please e-mail AAR/IPs and Summary Reports to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- Olivia.Rudolphy@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 are required to conduct procurement activities in accordance with documented procurement procedures that align with federal procurement standards outlined in [2 C.F.R. Part 200](#). In cases where there is a conflict between the local procedures and federal standards, the more stringent requirements must be followed. Additionally, subrecipients must implement written conflict of interest policies that govern the actions of employees involved in the selection, award, and administration of contracts. These policies should include provisions for disciplinary actions in the event of violations.

Procurement Thresholds

Under 2 C.F.R. Part 200, procurement thresholds are defined as follows:

- **Micro-purchase threshold:** This is the maximum amount for which purchases can be made without requiring competitive quotes or formal procurement processes, provided the price is reasonable. The micro-purchase threshold is set at **\$10,000**.
- **Simplified acquisition threshold:** This sets the maximum amount for which federal procurement procedures may be simplified. The threshold is **\$250,000**. For purchases at or below this amount, subrecipients may use streamlined methods, such as obtaining competitive price or rate quotations from an adequate number of qualified sources. Purchases exceeding \$250,000 require more formal procurement procedures, including sealed bids or competitive proposals.

Subrecipients must adhere to these thresholds and, in cases of conflict between local procurement procedures and federal requirements, must apply the more stringent threshold.

Procurement Documentation

Subrecipients must maintain records that document the procurement process, including the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. To be allowable, costs must be properly documented. Acceptable documentation includes, but is not limited to:

- Solicitation materials (e.g., requests for quotes, bids, or proposals)
- Responses to solicitations (e.g., quotes, bids, or proposals)
- Independent cost estimates and post-solicitation cost/price analyses, if applicable
- Contract documents and amendments
- Evidence of required contract provisions
- Other documents mandated by federal regulations at the time the grant was awarded

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 period of performance.

Cal OES requires Subrecipients to obtain a performance bond when procuring any equipment item over \$250,000, or for any vehicle, aircraft, or watercraft that requires full or partial payment **prior** to receiving the final product(s).

Performance Bond Waivers may be granted on a case-by-case basis and must be submitted to Cal OES prior to procurement.

Environmental Planning and Historic Preservation (EHP)

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment, or a historic structure must participate in the EHP screening process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed

**Environmental
Planning and
Historic
Preservation (EHP)
Cont.**

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. GrantAnalysts 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.

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).

Construction and Renovation Cont.

Written approval for construction must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the HSGP is no longer needed for program activities, the Subrecipient must contact the Grants Analyst to request disposition instructions. See [2 C.F.R. § 200.313€](#).

Performance Reporting

Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA [Grants Reporting Tool](#) (GRT) for all awards prior to FY 2024. All subsequent BSIR reports will be submitted in FEMA GO. BSIR must be completed for the duration of each 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 for all awards prior to FY 2024 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

Section 6 – Post Award Requirements | **2024**

Performance Reporting Cont.

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 Grants Analyst.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to your Grants Analyst. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project-specific and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore, acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;

Extension Requests Cont.

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 Grants Analyst. 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 2024 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 Grants Analyst. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, desk, and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements.

Monitoring activities may include, but are not limited to:

- Verifying entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent

Section 6 – Post Award Requirements | 2024

**Monitoring
Cont.**

modifications, including the review of timesheets and invoices as applicable;

- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with Standard Assurances; and
- Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a “hold” placed on any future reimbursements until the “finding” is resolved.

**Failure to Submit
Required Reports**

Periodic reporting is required by the grant. Subrecipients who miss a single reporting deadline may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice consecutively may have subsequent awards reduced by 10% until timely reporting is reestablished; UASIs may have a “hold” placed on any future reimbursements.

**Suspension/
Termination**

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special

**Suspension/
Termination Cont.****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. Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed. Subawards will be closed after:

- All funds have been requested and reimbursed, or disencumbered;
- Receiving all applicable Subrecipient reports indicating all approved work has been completed, and all funds have been distributed;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications, and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See [2 C.F.R. § 200.334\(f\)](#).

Section 6 – Post Award Requirements | 2024

**Records Retention
Cont.**

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 2024 HSGP Allocations | **2024**

*SHSP allocations reflect National Priority Area project adjustments

State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,453,851		ORANGE	2,718,746
ALPINE	75,998		PLACER	420,772
AMADOR	108,571		PLUMAS	91,008
BUTTE	248,256		RIVERSIDE	2,130,587
CALAVERAS	112,830		SACRAMENTO	1,400,136
COLUSA	93,346		SAN BENITO	130,337
CONTRA COSTA	1,042,148		SAN BERNARDINO	1,913,858
DEL NORTE	97,417		SAN DIEGO	2,830,483
EL DORADO	234,278		SAN FRANCISCO	775,892
FRESNO	927,408		SAN JOAQUIN	737,499
GLENN	96,159		SAN LUIS OBISPO	316,482
HUMBOLDT	187,964		SAN MATEO	696,626
IMPERIAL	226,248		SANTA BARBARA	446,265
INYO	90,923		SANTA CLARA	1,664,434
KERN	839,747		SANTA CRUZ	295,835
KINGS	202,266		SHASTA	226,214
LAKE	127,354		SIERRA	77,691
LASSEN	98,828		SISKIYOU	111,698
LOS ANGELES	8,300,952		SOLANO	448,956
MADERA	208,274		SONOMA	477,966
MARIN	288,172		STANISLAUS	535,072
MARIPOSA	89,272		SUTTER	158,389
MENDOCINO	150,140		TEHAMA	129,162
MERCED	315,459		TRINITY	88,432
MODOC	82,186		TULARE	475,346
MONO	86,086		TUOLUMNE	121,004
MONTEREY	437,680		VENTURA	770,793
NAPA	188,460		YOLO	261,139
NEVADA	159,879		YUBA	144,674
*Total				37,165,648

Attachment A – FY 2024 HSGP Allocations | **2024**

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

* SHSP allocations reflect National Priority Area project adjustments

Urban Areas Security Initiative (UASI)			
*A minimum of 35% 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	4,712,190	3,896,981	815,209
BAY AREA	32,754,895	27,088,298	5,666,597
LOS ANGELES/LONG BEACH AREA	59,395,378	49,119,978	10,275,400
RIVERSIDE AREA	3,500,484	2,894,900	605,584
SACRAMENTO AREA	3,410,728	2,820,672	590,056
SAN DIEGO AREA	14,760,877	12,207,245	2,553,632
Total	118,534,552	98,028,075	20,506,477

Attachment B – FY 2024 HSGP Timeline | **2024**

DHS/FEMA Announcement of 2024 HSGP NOFO	April 16, 2024
Cal OES Application Due to DHS	June 24, 2024
DHS Award to California	September 27, 2024
Subrecipient period of performance begins	September 1, 2024
2024 HSGP California Supplement release	November 2024
Subrecipient Workshops	October 2024
Subrecipient Awards (45 days from DHS award)	October 2024
Subrecipient Final Applications for FY24 Due to Cal OES	February 10, 2024
Subrecipient period of performance ends	May 31, 2027
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, 2027

Subrecipient: _____ **FIPS#:** _____

Grants Analyst: _____

Financial Management Forms Workbook:

- Grant Award Face Sheet
- Authorized Body of 5
- Project Ledger
- Planning Tab
- Organization Tab
- Equipment Tab
- Training Tab
- Exercise Tab
- Consultant/Contractor Tab
- Management & Administration Tab
- Indirect Cost Tab
- Authorized Agent Sheet

Attachments:

- Original Counter-Signed Award Letter
- Governing Body Resolution (Certified)
- Standard Assurances
- Program Standard Assurance Addendum
- FFATA Certification
- Subrecipient Grant Management Assessment Form
- Indirect Cost Rate Negotiation Agreement
- Personnel Cap Waiver (If Applicable)
- Intelligence Analyst(s) Certificates (If Applicable)

UASI Only:

- UASI Footprint
- UAWG Roster

State Agencies and Tribes Only:

- Signature Authority Form (in lieu of Governing Body Resolution)

For Cal OES Use Only

Reviewed by: _____ Date: _____

Management Approval: _____ Date: _____



SHARED SERVICES DIVISION

GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST							
Please submit Grant Payment Request Form along with <u>legible</u> supporting documents to: Grants@auditor.lacounty.gov				1. Grant Name & Year: <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 10px;"></div>			
In the event e-mail is not available, you can mail your Grant payment request to (please do not fax or send duplicates): Department of Auditor-Controller Shared Services Division / Attn: Grants Unit 320 W. Temple Street, Room 380 Los Angeles, CA 90012							
SECTION B: SUB-RECIPIENT'S INFORMATION							
1. Sub-recipient's Name: (reimbursement check will be made payable to a payee entered -----)		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	
SECTION D: SUB-RECIPIENT'S CERTIFICATION							
I certify that (please use the checkbox):				SECTION E: FOR SSD USE ONLY			
<input type="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.				STAMP WITH RECEIVED DATE HERE:			
<input type="checkbox"/> 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: _____				ASSIGNED INVOICE NO.: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			

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

Revised on April 2021

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

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

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

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

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

SECTION B: SUB-RECIPIENT'S INFORMATION

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

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION:

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

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

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State prior to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

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

- a) **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
- b) **Copy of the purchase order**
- c) **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- d) **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
- e) **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
- f) **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
- g) **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at sam.gov/SAM/. 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.

EXHIBIT G

- 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 ____

N:Grants/Subrecipient Monitoring/Forms/Property & 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.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name _____
Jurisdiction Name: _____
Training Provider: _____
OHS Approved Course Title: _____
Non-SLGCP Course Title & OHS Tracking No. _____
(requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

Approved by: _____
Authorized Signature

Authorized Signature

Print Name and Title

Date _____

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

PLANNING ROSTER

Approved by:

Authorized Signature

Print Name and Title

Date

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

EXERCISE ROSTER

Approved by:

Authorized Signature

Print Name and Title

Date

8. Notes on Personnel Cost:

In general, costs associated with:

- Work performed under contract for a specific deliverable DOES NOT count against the personnel cap, however,
- Work performed under contract for an undefined period, such as for personnel costs supporting operational activities, including general planning, training or exercise activities DO count against the personnel cap; and
- Work performed by all non-contractor personnel, including for full- or part-time staff and operational overtime DO count against the personnel cap.

The following examples would not count towards the personnel cap:

- Vendor installation of a radio tower;
- Vendor training on new equipment purchased;
- Contractor hired to create an Emergency Operations Plan;
- Contractor hired to provide deliveries of ICS 400; and
- Contractor hired to assist with planning, training, evaluating, and reporting the effectiveness of a specific exercise.

The following examples would count towards the personnel cap:

- Contractor hired to be the State's WMD training instructor with no specific deliverables under contract;
- Contractor hired to facilitate unidentified number of exercises throughout the performance period;
- Contractor hired to be the part-time auditor of Homeland Security Grants throughout the year; and
- Contractor hired to be an intelligence analyst.

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES)

EXHIBIT G

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.

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comment</u>
1. Was a Single Audit completed for Grant Year 2014-15 and 2015-16?			
2. If yes, did the Subrecipient forward a copy to the Homeland Security Grant Administrator (HSGA) by March 30 th of the year following the audit?			
3. Did the Single Audit(s) identify findings related to the Homeland Security Grant? If yes, please continue. If no, please mark N/A and continue to Section B.			
4. Did the Subrecipient develop a corrective action plan that addresses the finding(s)?			
5. Did the Subrecipient send a copy of a corrective action plan to the HSGA?			
6. Did the Subrecipient implement the corrective action plan?			

B. TRAINING**Objective**

To determine that the Training expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Training activities involved employees, determine if the Subrecipient appropriately documented the Training expenditures using employee timecards, sign-in sheets, and certificates of training. If the Training activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement procedures to hire the consultants or contractors. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	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)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. For Projects with backfill expenditures for Training:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the expenditures in their accounting records?			
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?			
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

C. PLANNING**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Planning expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient appropriately document the Planning expenditures providing copies of the support documentation that indicated the efforts made to produce the final product and a copy of the product produced?			
3. If Planning expenditures relate to the use of employees, did the Subrecipient use employee timecards and sign-in sheets?			
4. If Planning expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Planning expenditures in their accounting records?			
6. For Projects with overtime expenditures for Planning:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			

C. PLANNING (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
7. For Projects with backfill expenditures for Planning:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
8. Were the employee timecards utilized in Planning activities signed and dated by the employee and direct supervisor?			
9. Were the Planning expenditures consistent with the State approved grant award and/or post award modification(s)?			
10. Ensure the Subrecipient corrected area of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted to HSGA:			
a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.			
b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

D. EQUIPMENT**Objective**

To determine that the project Equipment expenditures are supported by invoices and that a listing of the Equipment/property is maintained by the Subrecipient. To determine that the purchases are aligned with the project's goals and objectives. Use Worksheets 2 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Equipment expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient maintain invoices to support the Equipment expenditures?			
3. Did the Subrecipient follow proper procurement procedures to purchase the Equipment and were the items listed in the federal "Authorized Equipment List" and/or "Standardized Equipment List"?			
4. Did the Subrecipient accurately report the Equipment expenditures in their accounting records?			
5. Did the Subrecipient maintain an Equipment inventory that listed the following: a) Description of Equipment, b) Serial number or other identification number, c) AEL number, d) Fund/source/grant year, e) Title holder, f) 100 percent of federal participation. If no, then identify percentage, g) Acquisition date, h) Acquisition cost, i) Quantity, j) Equipment location, k) Use and condition of Equipment, l) Disposal date and sale price of the Equipment			
6. Did the Subrecipient conduct an inventory of Equipment purchased with Cal/OES grant funds at least once every two years?			

D. EQUIPMENT (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. Was the Equipment physically inspected to ensure: a. The Equipment existed and agreed to inventory listing? b. The Equipment worked and adequately trained staff are available to operate the Equipment?			
8. Did the Subrecipient maintain Equipment in a secure location?			
9. For property other than Equipment, i.e. supplies, did the Subrecipient have controls and accountability to safeguard and ensure that the items are used and solely for authorized purposes?			
10. For Equipment disposal, if any: a. Was the disposition consistent with federal regulations? b. What is the status of the proceeds received from the disposal?			
11. Did the Subrecipient have a policy for damaged, destroyed, lost or stolen Equipment including but not limited to informing the Cal/OES, steps to replace the Equipment and an investigative process?			
12. Were the Equipment expenditures consistent with State approval grant award and/or post award modification(s)?			
13. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA: a. If the project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved. b. If the project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

E. EXERCISE**Objective**

To determine that the Exercise expenditures were appropriately documented and the activities align with project's goals and objectives. If the Exercise activities involved employees, determine if the Subrecipient appropriately documented the Exercise expenditures using timecards and sign-in sheets. If the Exercise activities involved using consultants or consultants, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
<ol style="list-style-type: none">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:<ol style="list-style-type: none">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:<ol style="list-style-type: none">a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Organization expenditures? If so, continue. If no, continue to next section.			
2. If the Organization expenditures relate to the use of employees, did the Subrecipient document the expenditures using employee timecards, sign-in sheets, or with other support documentation that substantiated the expense?			
3. If the Organization expenditures relate to the use of consultants or contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
4. Did the Subrecipient accurately report the Organization expenditures in their accounting records?			
5. For Projects with overtime expenditures for Organization:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records.?			

F. ORGANIZATION (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
6. For Projects with backfill expenditures for Organization:			
b. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
c. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and other payroll documentation?			
7. Were employee timecards utilized in Organization activities signed and dated by the employee and direct supervisor?			
8. Were the Organization expenditures consistent with the State approved grant award and/or post award modification(s)?			
9. Ensure that the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports maintained by HSGA:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

ITEM 4



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 28, 2025

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD CONTRACT FOR MUNICIPAL ENGINEERING SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Professional Services Agreement (PSA) with Transtech Engineers, Inc. for Municipal Engineering Services; and
2. Authorize the City Manager to execute the PSA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Works Department is requesting City Council approval to award a Professional Services Agreement to Transtech Engineers, Inc. for Municipal Engineering Services. These services include ongoing support for capital improvement planning, infrastructure design, construction management, and technical consultation related to City operations.

An RFP for Municipal Engineering Services was issued on August 20, 2025, and closed on September 11, 2025. The City received six (6) proposals in response. Each proposal was evaluated based on compliance with RFP requirements, project understanding, experience, references, and familiarity with the City and region. Transtech Engineers, Inc. was selected as the most qualified and responsive firm.

CONSIDERATION AND APPROVAL TO AWARD CONTRACT FOR MUNICIPAL ENGINEERING SERVICES

October 28, 2025

Page 3 of 3

Below is a summary of the proposed cost for 80 hours of City Engineer services submitted by each vendor:

Vendor	City Engineer Cost
Bowman Consulting Group Ltd.	\$ 13,600.00
Cannon	\$ 24,560.00
dsantana Arquitectura	\$ 18,000.00
Ladayu Consulting Group	\$ 17,600.00
Southstar Engineering & Consulting, Inc.	\$ 19,200.00
Transtech Engineers, Inc	\$ 14,400.00

Transtech Engineers, Inc. offered a competitive rate while demonstrating strong qualifications and familiarity with Huntington Park's infrastructure and operational needs.

FISCAL IMPACT/FINANCING

The proposed engineering services shall not exceed \$510,000 annually.

Funding for this service was approved in the City's FY 2025–26 Adopted Budget. Finance will appropriate the funds using the approved accounts.

Since this is a multi-year contract, the Director of Public Works is responsible for budgeting the ongoing costs in future years, including any options exercised.

**CONSIDERATION AND APPROVAL TO AWARD CONTRACT FOR MUNICIPAL
ENGINEERING SERVICES**

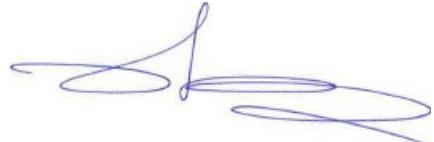
October 28, 2025

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CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



GERARDO LOPEZ
Public Works Director

ATTACHMENT(S)

- A. Draft Professional Services Agreement for Transtech
- B. Transtech Engineering Services Proposal

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **28th day of October 2025** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **TRANSTECH ENGINEERINGS, INC.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS CITY desires to retain CONSULTANT to perform professional engineering services; and

WHEREAS CONSULTANT represents that it has the qualifications, experience, and expertise to perform such services; and

WHEREAS CONSULTANT desire to establish the terms and conditions under which such services shall be provided.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: CONSULTANT shall perform engineering services for the City of Huntington Park as requested by CITY. The specific scope of services shall be described in future task orders or written authorizations issued by CITY and attached hereto as Exhibit "A."

1.1 TERM: This Agreement shall commence on the Effective Date **(INSERT DATE)**, unless earlier terminated as provided herein (the "Term"). The initial term of this Agreement shall be **three (3) years** from the Effective Date of the City's Notice to Proceed, with the option for up to **two (2) additional one-year extensions**. The CONTRACTOR shall be responsible for requesting any extension at least thirty (30) days prior to the expiration of the Agreement term. Nothing in this Section shall limit or restrict the CITY's right to terminate this Agreement at any time, with or without cause, or for convenience, as otherwise provided in this Agreement.

1.2 COMPENSATION:

- A. Compensation for services shall not exceed **\$510,000 per year**, as approved by the CITY and outlined in Exhibit "B." The CONSULTANT shall submit monthly invoices detailing the services performed in accordance with the approved fee schedule.
- B. CITY shall pay CONSULTANT within thirty (30) calendar days of receiving each undisputed invoice. CITY shall notify CONSULTANT in writing of any disputed amounts.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.3 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicate the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amount included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

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

II. PERFORMANCE OF AGREEMENT

- 2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Farzad Dorrani to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the

Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

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

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

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTs, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall commence as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience

necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

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

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

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

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

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

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall always remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

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

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits.

c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INSURANCE

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

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

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

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

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

3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be more than CONSULTANT's insurance and shall not contribute to it.

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

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

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers,

employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 **Work of CONSULTANT's Design Professionals Services:** The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. CONSULTANT will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement. CONSULTANT's obligation to indemnify does not apply to the extent that it is finally adjudicated that liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be in proportion to the established comparative liability.

4.3 **Work of All Other Persons/Non-Design Professionals:** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all the City Indemnitees. The duty to indemnify, defend

and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expenses and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

- 5.1 **TERMINATION WITHOUT CAUSE:** Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall

be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty,

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

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

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part.
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful rights or remedy.

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

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

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

VI. MISCELLANEOUS PROVISIONS

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

shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

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

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

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

CONSULTANT:

TRANSTECH Engineers, Inc.
13367 Benson Ave
Chino, CA 91710
Phone: 949-702-5612
Attn: Ahmad Ansari, Principal

CITY:

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

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

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

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

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

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

6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement. Design completion date: June 30, 2023.

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

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

from the Party losing reasonable attorneys' fees and all other costs of such action.

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

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

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

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

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

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

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

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

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

the City's behalf.

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes, City Manager

TRANSTECH ENGINEERS, INC.

By: _____
Ahmad Ansari, Principal

APPROVED AS TO FORM:

By: _____
City Attorney

DRAFT

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

DRAFT

ATTACHMENT "B"

Submitted To

City of HUNTINGTON PARK

Submitted on *PlanetBids*

Proposal
ENGINEERING
SERVICES



TRANSTECH

Est. 1989

www.transtech.org
855.595.2495 (toll-free)

Submitted By

TRANSTECH Engineers, Inc.

Contact Person:

Ahmad Ansari, PE, Principal

E: ahmad.ansari@transtech.org

C: 949-702-5612; O: 909-595-8599

September 11, 2025



City of HUNTINGTON PARK
Submitted on PlanetBids

Proposal, ENGINEERING SERVICES

Transtech is pleased to submit this Proposal for the subject services.

Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for 36 years**.

Transtech has a large pool of well-experienced staff and resources **readily available** to provide requested services, and respond to requests in a **timely, efficient, and cost-effective manner**. Our team resources include **approximately 250 professionals**, including engineers, project managers, designers, construction managers, inspectors, traffic and transportation analysts, plan checkers, building officials, permit technicians, support personnel.

We are **providing municipal services to approximately 90 public agencies, including serving as Contract City Engineer and City Traffic Engineer for many agencies**.

Our **multi-disciplinary service capabilities** include:

- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering,
- Staff Augmentation
- CIP Program and Construction Management and Inspection
- Grant Writing and Federally Funded Project Management
- Labor Compliance, CDBG Project Management
- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Eng

Our **Team's experience highlights** include:

- Experience in **working with Public Agencies/Cities in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members are former City Engineers and Public Works Directors**.
- Experience in **working with Caltrans**. **One of our Staff Member is former Dep. Dir. of Caltrans Distr. 7 (LA)**.
- Experience in **working with METRO**.
- Experience in **working with LA County**.
- Experience in **the management and administration of federally funded projects**.
- Experience and **proven track record in obtaining outside grants for our client cities**

Transtech is **proud to support civic and community activities**, which demonstrates our commitment to the progress, health, and well-being of the communities we serve. In services and partnership with our client cities, we have a proven record of active engagement in City and Community events, programs, causes, and initiatives. Our goal is not just to serve as an engineering consultant which is what we are best at, but actively partnering with our clients, to further enhance the City's reputation as an ideal community to live, invest, work, and play in.

Thank you for the opportunity to submit this Proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Ahmad Ansari, PE, Principal

E: ahmad.ansari@transtech.org; C: 949-702-5612; O: 909-595-8599

City required proposal validity statement: The submittal is valid for 60 days.

Our proposal is prepared in the format required in RFP Section 7. REQUIRED FORMAT FOR PROPOSAL SUBMITTAL".

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1. Scope of Work

1.1. PROJECT UNDERSTANDING

UNDERSTANDING OF CITY (references: RFP and City Website)

About City:

The City of Huntington Park is a city in the County of Los Angeles. Founded and incorporated in 1906, the City is a 3.02 square mile General Law City with a five-member City Council located southeast of Downtown Los Angeles. Currently, the City has a population of approximately 54,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles.

City Council:

CC Meetings:

The **City Council meets on 1st and 3rd Mondays of every month** at 6:00 p.m.

Per CC Agenda 8-4-2025, CC, it is proposed **to change the meetings to Second and Fourth Tuesdays of the Month**

9. ORDINANCE NO. 2025-10 TO CHANGE CITY COUNCIL MEETING DAYS FROM FIRST AND THIRD MONDAYS OF THE MONTH TO SECOND AND FOURTH TUESDAYS OF THE MONTH

The following is a summary of recent CC Agenda Items under PUBLIC WORKS:

August 4, 2025

REGULAR AGENDA

PUBLIC WORKS

4. RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SENATE BILL 1 (SB1), THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
5. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO BEDROCK GROUP INC. FOR CIP 2024-01 EMERGENCY OPERATIONS CENTER (EOC)

August 18, 2025

CONSENT CALENDAR

PUBLIC WORKS

4. CONSIDERATION AND AUTHORIZE CITY MANAGER TO EXECUTE THE LETTER OF AGREEMENT (LOA) WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA)

ORDINANCES AND RESOLUTIONS

PUBLIC WORKS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, IN SUPPORT OF THE RAIL TO RIVER ACTIVE TRANSPORTATION CORRIDOR PROJECT – SEGMENT B, AND AFFIRMING THE CITY'S COMMITMENT TO ENSURING SEAMLESS, SAFE, AND HIGH- QUALITY CONNECTIONS BETWEEN SEGMENT A AND SEGMENT B, INTEGRATING BEST-PRACTICE STREET DESIGN OPTIONS
6. APPROVE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY "GWMA" AMENDED AND RESTATED JOINT EXERCISE OF POWER AUTHORITY AGREEMENT

REPORTS AND INFORMATIONAL ITEMS

PUBLIC WORKS

2. CONSIDERATION AND APPROVAL TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT AND CONSULTING SERVICES FOR BROADBAND INFRASTRUCTURE DEPLOYMENT IT IS RECOMMENDED THAT CITY COUNCIL:
3. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION MANAGEMENT CONTRACT TO BEDROCK

GROUP INC. FOR CIP 2024-01 EMERGENCY OPERATIONS CENTER (EOC)

Traffic Authority:

Traffic Authority includes the following representatives:

- City Manager or Representative
- Director of Public Works or Representative
- Police Chief or Representative
- City Attorney or Representative

The following is a summary of recent items on Traffic Authority Agenda:

June 5, 2025

NEW ITEMS

1. 7014 Albany Street- Request for Blue Curb
2. 7004 Middleton Street - Request for Blue Curb
3. 6822 Malabar Street - Request for Blue Curb
4. 6115 Gifford Ave. - Request for Red Tipping
5. Saturn Ave & Arbutus Ave - Request to Add a Stop Sign

UPDATE ON PAST ITEMS

1. 3600 Hope Street – Request for Street Name Change and Safety Measures

August 7, 2025

NEW ITEMS

1. 6906 Benson St. – Request for Red Tip
2. 5920 Stafford Ave Apt A - Request for Blue Curb
3. Middleton Street - Request for Blue Curb
4. 3514 Hill St. – Request for Blue Curb
5. 6249 Alaska Ave. – Request for Red Tips

UPDATE ON PAST ITEMS

1. 3600 Hope Street – Request for Street Name Change and Safety Measures

September 4, 2025

1. 6906 Benson Street – Request for Red Tip
2. 3318 Flower Street – Request for Red Tips
3. Marconi Street – Request for Parking T's
4. 6613 Hood Avenue – Request for Blue Curb
5. 6629 State Street – Request for Red Tips
6. Designating the Intersection of Hope Street and California Avenue as "Ana Rodriguez Square"

Public Works Department

The Public Works Department monitors and maintains the City's infrastructure as set forth in City Codes, State and Federal statutes and City Council directives.

It includes the following Divisions:

- Building and Fleet Maintenance
- Electrical Division
- **Engineering**

- Landscape Maintenance
- Recycling and Solid Waste
- Street Maintenance
- Water & Sewer Division

- **Engineering:**

The Engineering Division has the responsibility of providing professional services for the design, construction, and management of public works projects. This includes the capital improvement projects for all street, storm drain, water, street light, traffic signal, public facilities and publicly owned infrastructure.

Services provided include:

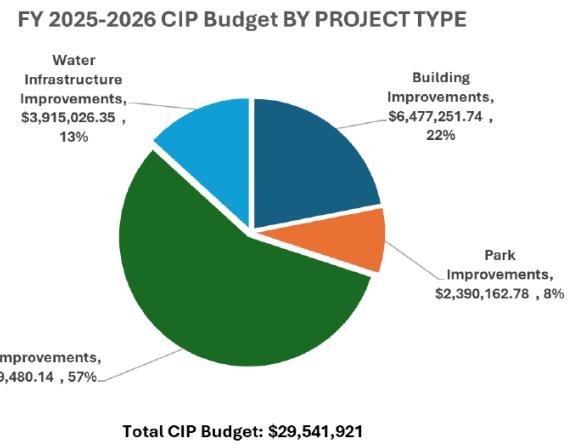
- Review and plan check public improvements;
- Issue permits for any construction within the public right-of-way;
- Investigate and present to Traffic Authority various traffic related requests;
- Provide information, research and prepare legal descriptions and maps to the public and other Departments;
- Coordinate activities of various federal, state and county projects (i.e. Caltrans, Los Angeles County, Metropolitan Transportation Authority, Southern California Association of Governments, Gateway Cities, Los Angeles Unified School District, Southeast Community Development Corporation, and I-710 Technical Advisory Committee etc.);
- Prepare and manage the Congestion Management Program (CMP)
- Comply with new National Pollution Discharge Elimination System (NPDES) requirements.

Budget/CIP, FY 2025 - 2026

FY 2025-2026 CIP BUDGET BY PROJECT TYPE:

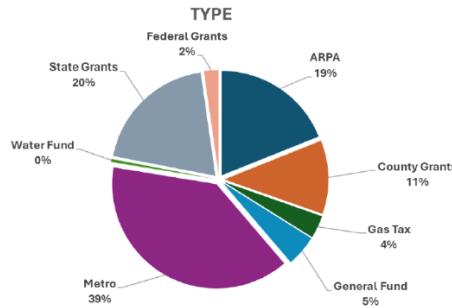
Project Types

- **Building Improvements** – The City owns a number of public buildings that play an important role in serving our community. To ensure the health and safety of both staff and visitors, ongoing maintenance and improvements are essential. In FY 2026 the City plans to execute 2 Rehab & Remodels of the two main City buildings which are City Hall and the Salt Lake Park Building. These rehab and remodels are going to be paid by American Rescue Plan Act funds.
- **Park Improvements** – The City is proud to have received several state grants dedicated to enhancing our local parks. These funds will support exciting upgrades like new playground equipment, refreshed landscaping, and improved walkways—making our parks even more enjoyable for everyone in the community.
- **Street Improvements** – Street projects are among the most common in the City, as our roads need regular maintenance to stay safe for drivers, cyclists, and pedestrians. Each year, the City receives funding from various voter-approved County taxes—such as SB1, Measure R, and Measure M—which support the majority of our street improvement efforts. In addition, City staff actively pursue grants from agencies like CalTrans and the LA County Metropolitan Transportation Authority (Metro) to fund even more projects and keep our streets in good shape.
- **Water Infrastructure Improvements** – The City is fortunate to own the water rights to sources located within its boundaries, allowing it to operate its own water utility. This local control helps us deliver clean, reliable drinking water to residents every day. To keep meeting high safety standards set by state and federal agencies, we need to continue investing in our water system to repair aging infrastructure and plan for future needs.



FY 2025-2026 CIP BUDGET BY PROJECT FUNDING:

FY 2025-2026 CIP BUDGET BY PROJECT FUNDING



Expenditure/Expense Classification	FY 2025 Adopted	FY 2025 Actual YTD 6/19/25	FY 2026 Adopted	\$ Change
<i>Capital Improvement Programs</i>				
ATP Cycle 5	1,789,500	1,337,602	332,223	(1,457,277)
ATP Cycle 6	320,000	14,960	2,120,520	1,800,520
Charging Station at PW Yard	-	8,938	76,268	76,268
Chelsey Park	206,212	4,095	-	(206,212)
City Hall & PD - Roof Repair	189,840	67,476	-	(189,840)
City Hall Improvements	-	104,940	1,804,940	1,804,940
City-Wide WiFi	139,440	161,400	-	(139,440)
Computer Aided Dispatch	-	878,281	-	
Concrete Paving at 9 Arterial Intersections	-	-	5,675,000	5,675,000
Conn Pipe & AR Screens	76,055	50,752	-	(76,055)
Council Chambers Remodel	1,000,000	49,587	903,934	(96,066)
Cyber Security	166,309	8,938	-	(166,309)
Emergency Operation Center (EOC)	115,106	26,989	1,158,110	1,043,004
Fire Alarm Services	775,198	-	-	(775,198)
Freedom Park - Playground	506,108	-	242,816	(263,292)
Keller Park - Playground Equipment	134,444	35,689	1,335,160	1,200,716
LA County Walnut Street ET AL	1,050	-	-	(1,050)
Litter Abatement CIP 2022-21	524,500	25,556	1,049,000	524,500
On Premises	100,800	32,000	-	(100,800)
PW Roofs	550,000	-	550,000	-
Randolph Corridor	535,000	-	2,574,294	2,039,294
Rehab & Modernize Parks Bldg.	282,000	208,060	1,984,000	1,702,000
ROAR Project	52,500	6,800	-	(52,500)
Salt Lake Aquatic Center	2,800,000	1,324	-	(2,800,000)
Salt Lake H2O Water Quality	433,496	-	-	(433,496)
Salt Lake Park - Playground	506,108	-	812,187	306,079
Salt Lake Park Cistern	2,084,783	84,569	1,500,000	(584,783)
Slauson Congestion Relief	9,277,310	7,288,258	1,507,714	(7,769,596)
Street Enhancement Proj.	212,494	20,635	2,000,729	1,788,235
Tree People	402,126	70,420	-	(402,126)
Tyler Technologies	1,262,294	158,115	-	(1,262,294)
Water Quality Green Street Project - Salt Lake Ave	-	230	1,500,000	1,500,000
Well 14	-	-	210,000	210,000
Well 15 CIP 2017-07	41,141	-	-	(41,141)
Well 16 - Site Enhancement Florence & Salt Lake Ave	1,879,286	184	2,205,026	325,740
Well 17	1,033,333	-	-	(1,033,333)
Wifi Broadway	500,000	-	-	(500,000)
Total Capital Improvements	27,896,433	10,645,797	29,541,921	1,645,488

TOTAL BY FUND					
FUND TITLE	FY 2025 Adopted	FY 2025 Actual YTD 6/19/25	FY 2026 Adopted	\$ Change	% Change
111- General	76,055	50,752	1,550,729	1,474,674	1939.0%
113- American Rescue Plan Act	-	487,992	8,940,901	8,940,901	0.0%
114- Special Events Contribution	-	-	109,340	109,340	0.0%
202- Crosswalks	18,790	13,761	-	(18,790)	-100.0%
210- Measure M	-	-	1,503,737	1,503,737	0.0%
221- State Gasoline Tax Fund	40,625	650	1,000,000	959,375	2361.5%
222- Measure R	-	-	2,574,294	2,574,294	0.0%
334- Ped/Bike Path	-	-	220,263	220,263	0.0%
335- Safe Clean Water Grant	-	-	1,500,000	1,500,000	0.0%
681- Water	1,379,286	-	-	(1,379,286)	-100.0%
787- Capital Improvement Projects	26,381,677	10,092,642	12,142,658	(14,239,019)	-54.0%
	27,896,433	10,645,797	29,541,921	1,645,488	5.9%

*Any reimbursement grants awarded to the City for specific CIP projects are budgeted for in Fund 787

1.2. SCOPE OF WORK

The primary goal of this RFP is to solicit proposals from qualified Consultants who can assist the City with municipal engineering services.

City's RFP has a detailed Scope of Services. We provided a brief summary below as reference.

A. City Engineer

The firm will provide a qualified individual to serve as the City's designated "City Engineer," who will report directly to the Director of Public Works. The City Engineer shall be a registered professional civil engineer in the State of California for at least the past ten (10) years and have been assigned to serve the role of City Engineer in a California municipality within the past three (3) years. The hours will be eighty (80) hours per month, with eight (8) hours of regular weekly office hours at the Huntington Park City Hall office on Wednesdays from 8:00 p.m. to 4:00 p.m. For the remaining monthly hours, the City Engineer will be available off-site for electronic or telephone communication with City staff, public officials, community leaders, developers, contractors, utilities, public agencies, and the general public.

B. As-Needed Traffic Engineer

The firm will provide a qualified individual to serve as the City's designated "City Traffic Engineer" on an as-needed basis. The City Traffic Engineer shall be a registered professional traffic engineer in the State of California for at least the past ten (10) years and have been assigned to serve the role of City Traffic Engineer in a California municipality within the past three (3) years.

C. As-Needed Water Engineer

The firm will provide as-needed water engineering services through a qualified Water Engineer at the request of the Director of Public Works (or his/her designee). The Water Engineer shall be a registered professional civil engineer in the State of California for at least the past ten (10) years and have performed Water Engineer services in a California municipality within the past three (3) years.

D. As-Needed Development Engineer

The firm will provide as-needed development engineering services through a qualified Development Engineer at the request of the Director of Public Works (or his/her designee). The Development Engineer shall be a registered professional civil engineer in the State of California for at least the past ten (10) years and have performed Development Engineer services in a California municipality within the past three (3) years.

E. As-Needed Public Works/CIP Project Design, Project Management & Administration, Funding Management, Construction Management, Construction Inspection, and Labor Compliance Services

The firm will provide as-needed Public Works/CIP project design, project management & administration, funding management, construction management and inspection, and labor compliance services through qualified individuals at the request of the Director of Public Works (or his/her designee). The firm's design phase and construction phase staff must each have at least five (5) years of experience of providing design phase and construction phase engineering services to municipalities in California and have performed these services for California municipalities within the past twelve (12) months.

1. Public Works/CIP Project Design Services:

- a. General Design Services
- b. Land Surveying
- c. Environmental Compliance and Permitting
- d. Geotechnical Engineering and Materials Testing
- e. Landscape Architectural Services

The Consultant shall provide Landscape Architect Services for City parks, trails, street medians and parking lots, including dog parks and other approved park projects, through a California-licensed landscape architect in the State of California for at least the past ten (10) years and have performed landscape architectural services in a California municipality within the past three (3) years.

2. Project Management & Administration

3. Funding Management:
The Consultant shall manage the local, state, or federal funding and reporting to the respective funding agencies including Caltrans, Metro, FHWA, FTA, HUD, State Parks, etc.
4. Construction Management and Inspection Services
5. Labor Compliance:
The Consultant shall coordinate with the City's Labor Compliance Consultant for the necessary labor compliance monitoring for each respective Public Works/CIP project. **If the City's Labor Compliance Consultant cannot provide the necessary labor compliance services, then the Consultant shall provide these services.**

Federally funded project caveat. The City intends to construct during the duration of the agreement multiple transportation projects that are state and federally funded. In addition to the services described above, these projects may require additional or specific services as described below in compliance with the Caltrans Local Assistance Procedure Manual (LAPM).

Transtech Comment: We have extensive experience in the management and administration of federally funded projects. In the past few years, we have managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures Manual (LAPM).

F. As-Needed Other/Additional Public Works Engineering Services

At times, the City may require other/additional Public Works engineering and administrative services. The firm will provide as-needed other/additional Public Works engineering services through qualified individuals at the request of the Director of Public Works (or his/her designee). The firm's other/additional Public Works engineering staff must each have at least five (5) years of experience of providing miscellaneous engineering-related services to municipalities in California and have performed these services for California municipalities within the past twelve (12) months.

Transtech Comment: As presented in our proposal, we are providing similar municipal services to approximately 90 public agencies, including serving as Contract City Engineer and City Traffic Engineer for many agencies. We are well qualified to provide the requested services, and meet and exceed the qualifications requirements.

1.3. APPROACH

Our service philosophy is defined by our unique “**Customer Care**” approach in delivering our services in **High Quality, Timely, Efficient and Customer Friendly** manner:

- ✓ Our services are founded on the principles of **Total Quality Management** for **Total Customer Care**.
- ✓ We start by **working with the applicant early on** and during plan review to help them prepare a set of plans which have all of the required information clearly and logically presented.
- ✓ Additionally, we never hesitate to make suggestions which help eliminate complicated details, **reduce construction costs, and/or provide details which are easy to verify in the field**. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during the plan review process. And in the case of homeowners, **this policy often demonstrates early on that the City really is truly a partner in a process that can often be a source of stress and tension for many applicants, and we fully understand that**.
- ✓ This policy reduces the number of plan review rechecks required, **allows the applicant to obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan.
- ✓ To help the applicant better understand the problem, Transtech provides as much information during plan review as possible. We believe that if the applicant has a **clear understanding of the problem**, he or she can take the necessary steps to correct the condition. This policy reduces the number of

plan review rechecks required, allows the applicant to **obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over the counter, are typed and printed on a laser printer.

- ✓ Our plan checkers **confer early on and respond to questions** from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks where the plan corrections.
- ✓ Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **“Same Day Response”** motto.
- ✓ **Responsiveness is an integral part** of Transtech's “customer friendly” service approach.
- ✓ **We will strive to enhance the City's image by public trust** to be the most desirable community to live, invest and conduct business.

Customer Care and Responsive Service Approach:

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction**.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **“Same Day Response”** motto.
- ✓ Transtech also provides a **24-hour emergency contact** number to its clients.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **“Customer Care”** to the City, City's patrons, including responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services. **Responsiveness** is an integral part of Transtech's **“Customer Care”** service approach.
- ✓ Our Contract Principal will meet with the Client's Project Manager frequently for **service evaluation** and address any areas for improvements.
- ✓ Responsiveness is an integral part of Transtech's **“customer friendly” service approach**. While our service is always on an “as needed” basis, our responsiveness is on “full-time” basis.
- ✓ Transtech understands the importance of being able to **expedite certain projects**, when requested, by the City.

Structured Approach: We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the City with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner. A project specific approach will be provided for each assigned project and will become part of the specific contract for the specific project.

- **Project Management:** Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.
- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the

contractor to develop recovery plans.

- **Management of Documents:** We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- **Safety and Security:** We hold meetings with the contractor to review and discuss safety and security requirements, OSHA conformance, emergency security and safety procedures, and enforce security and safety responsibilities.
- **Funding Closeout:** We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- **Project Closeout:** We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to occupancy.
- **Methodology for Communication to Inform City on Work Progress:** Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- **Electronic common project information and file sharing platform:** We create and provide access to project participants a common project information and file sharing platform.

Coordination with City: Key project team members will attend periodic project progress meetings with City staff throughout the project duration. We will establish and maintain a close working relationship with City staff. We will manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. We will provide progress reports to the City at regular intervals.

Expediting Projects: Transtech understands the importance of being able to expedite tasks when requested by the City. Transtech has sufficient staff and resources to expedite projects.

CIP Management: Transtech manages Capital Project Programs and maintains CIP Matrix and Schedule for various contract Cities. The CIP Matrix includes detailed tracking information for each CIP, as well as a high-level project schedule status in bar chart format for various project phases. The CIP Matrix is updated frequently, and project status is presented to City Management at management meetings, as well as to City Council when directed by the City Management.

Project Schedules: Transtech has a proven track record for completing projects on time. Part of our role as Project Managers is to develop, review, update and manage the project schedules and confirm that tasks are scheduled within reasonable and appropriate timeframes. We constantly review, monitor and update the schedule to confirm it is in compliance with the original schedule and that related coordination with external/3rd parties/regulatory agencies/utility companies, etc. are on track. If the look ahead schedule is not in compliance with the original schedule, we take appropriate actions to avoid potential delays. Our approach to Scheduling and Timely Completion of Project and Schedule Recovery includes having the contractor prepare a baseline schedule, which identifies the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.

Contract Administration Approach (Caltrans LAPM): For construction contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM).

DB (Design-Built) Delivery: **Transtech has extensive experience in managing DB Projects in compliance with CA Public Contract Code, CHAPTER 4. Local Agency Design-Build Projects.**

Project Controls: Our staff has experience with various document control software systems including Procore, Autodesk ConstructWare (which has now become Construction Cloud), and Primavera P6. In our experience all major control software programs work basically the same way and adapting from one software offering to another has a fairly small learning curve. Because the specific software is generally a choice made by the prime contractor, our staff is ready to partner with any user of any program. That said, not all projects require the 'fire power' associated with an expensive, sophisticated control system. Sometimes an intelligently designed filing system that stores basic Word, Excel, PDF, and email documents in the cloud is all a project

really needs.

Project Control System: Transtech has developed its in-house Project Control Procedures and System, follow guidelines similar to what is described in Caltrans Local Assistance Procedures Manual (LAPM). Following is the link to Transtech's Project Control Procedures and System:

<https://www.dropbox.com/scl/fi/ovqszv2oddb0egxp6qdo3f/CIP-Filing-System-Index-v20240212.100-003.pdf?rlkey=rart96lbt7yif4qka3y5tck1n&dl=0>

10 Administration

- 10.00 Filing System:** Contains all of the generic documents and templates that are used repeatedly. Use master templates on the library for all documents and forms referenced on this index.
- 10.01 CIP Checklist:** Contains step by step CIP checklist/workflow applicable to a project from inception to closeout. Update this checklist throughout the project to maintain project workflow.
- 10.02 Correspondence:** Contains general correspondence (emails, memos, etc.) throughout the project. Specific correspondence for each project phase should be filed under applicable folder.
- 10.03 Staff Reports:** Contains City Council meeting staff reports and resolutions.
- 10.04 Project Funding Sources:** Contains CIP Project Sheet/Charter from City Fiscal Year Budget including funding information.
- 10.05 Project Budget:** Contains overall project budget throughout the project.
- 10.06 Project Schedule:** Contains overall project schedule throughout the project.
- 10.07 Public Records Request:** Contains public information requests throughout the project.

20 Planning and Studies

- 20.01 Contracting:** If services in this category is contracted, this folder contains all contracting documentation (RFP, proposals, etc.). Use subfolders as needed for different disciplines (environmental, ROW, survey, geotechnical, etc.).
- 20.02 Environmental Determination:** Contains environmental documentation (CEQA, NEPA, etc.).
- 20.03 ROW & Easement:** Contains right of way acquisition, easement, temporary construction easement, etc..
- 20.04 Land Survey:** Contains land survey (topo survey, drawings, reports, etc.).
- 20.05 Geotechnical Investigation:** Contains geotechnical investigation (coring results, reports, recommendations, etc.).
- 20.06 Site Utilities:** Contains utility company contact information, correspondence log, letters, maps received, etc.
- 20.07 Misc Reports & Studies:** Contains any miscellaneous reports and studies.
- 20.08 Permitting:** Contains all applicable permits including local, state and federal for the project.

30 Bid Package Development/Design

- 30.01 Contracting:** If services in this category is contracted, this folder contains all contracting documentation (RFP, proposals, etc.).
- 30.02 Design Development:** Contains design development documents including CAD files, aerials, xref, pdf, etc.
- 30.03 Design Submittals:** Contains all PS&E submittals during design phase (typical 30%, 60%, 90%, 100% submittals).
- 30.04 Specifications:** Contains general provisions, special provisions, appendices, etc.
- 30.05 Estimates:** Contains project construction estimates.
- 30.06 Bid Package:** Contains project bid package including front end administrative specs (NIB, IB, Bid, General Provisions/Specifications) and project technical specs (Special Provisions, Appendices, Project Plans).
- 30.07 Project Meetings:** Contains design kickoff/progress meetings sign in sheets, agendas, minutes and notes.

40 Bidding

- 40.01 Bid Package as Advertised:** Contains as advertised bid package in pdf.
- 40.02 Bid Advertisement:** Contains plan holders list and proof of advertisement.
- 40.03 Pre-Bid Meeting:** Contains pre-bid meeting (if applicable) sign in sheet, agenda, and notes. Indicate whether mandatory/non-mandatory.
- 40.04 Questions:** Contains all questions received during bidding phase.
- 40.05 Addenda:** Contains all addenda issued during bidding phase.
- 40.06 Bids Received:** Contains bid opening results and all bids received at the bid opening.
- 40.07 Bid Analysis:** Contains bid analysis (bid tabulation, review of apparent low bid, reference checks, determination of lowest responsive bid, CA license, DIR registration, state and federal debarments).
- 40.08 Agreement:** Contains construction agreement document, appendices, bonds, insurances, W-9, business license.
- 40.09 Notice To Proceed:** Contains Notice to Proceed document issued to the Contractor.

50 Construction Management

50.01 Contract: Contains fully executed construction contract.

50.02 Project Personnel: Contains project personnel during construction including Owner, Construction Manager (CM), Construction Inspector (CI), Construction Contractor, Materials Testing (MT), Labor Compliance, Grant Manager, Emergency Contacts, Utility Companies, Contractor's Emergency Contact Information Sheet, Contractor's Letter designating representative authorized to act for the contractor.

50.03 Conformed Construction Documents: Contains conformed set of construction documents (plans and specifications) issued for construction. Update these documents throughout construction with any revisions/redlines.

50.04 RFI: Contains a common Request for Information (RFI) log, received and responded RFIs, filed by transmittal number.

50.05 Submittals: Contains a common Submittal log, received and responded Submittals, filed by transmittal number.

50.06 WSWD: Contains Weekly Statement of Working Days (WSWD) issued to the Contractor.

50.07 Quality Assurance: Contains all documents generated as part of any QC/QA process including: Quality Assurance Plan (QAP), Special Inspection Reports, Shop Inspection Reports, Material Placement, Material Testing, Delivery Tickets, Structural Observation, Designer Observation, Pad Certification, Buy America Certifications, Material Certificate of Compliance (CoCs), and any QC/QA Manuals.

50.08 Engineer Reports: Contains Resident Engineer Weekly Reports, Incident Reports throughout construction.

50.09 Inspector Reports: Contains Construction Inspector (Asst. RE) Daily Reports.

50.10 Photographs: Contains all photos taken filed by date.

50.11 Quantity Calculation Sheets: Contains monthly progress payment item quantity calculation sheets.

50.12 Change Orders (CCO): Contains Request for Change Orders (RFCO), Potential Change Orders (PCO) and finalized Contract Change Orders (CCO).

50.13 Progress Payments: Contains monthly progress payments, waiver/release documents.

50.14 Labor Compliance & EEO: Contains labor compliance documents.

50.15 DBE: Contains Disadvantaged Business Enterprise certificates, reports and documents.

50.16 Progress Schedule: Contains baseline schedule, weekly lookahead schedules, and recovery schedules.

50.17 Project Meetings: Contains pre construction meetings, special meetings, progress (weekly/bi-weekly) meetings sign in sheets, agendas, minutes and notes.

50.18 Construction Notices & Signs: Contains construction notices and signs.

60 Project Closeout

60.01 Punch Lists: Contains project punch list prepared by Construction Inspector.

60.02 Guarantees & Warranties: Contains guarantees and warranties.

60.03 O&M: Contains Operations and Maintenance manuals.

60.04 Final Inspection: Contains final inspection report.

60.05 As-Builts: Contains field redlined construction plans "as-builts".

60.06 Notice of Completion: Contains Notice of Completion (NOC) document as filed.

70 Grant Management (only applicable to projects receiving Caltrans funding, if other special funds are involved on the project, check with the grant manager for specific folders/documents)

70.00 Grant Application: Contains Grant Application.

70.01 Master Agreement: Contains Caltrans Master Agreement.

70.02 Program Supplemental Agreement: Contains Program Supplemental Agreement (PSA) received from Caltrans.

70.03 RFA For Preliminary Engineering: Contains Request for Authorization for Preliminary Engineering (PE) Phase application documents to Caltrans.

70.04 Environmental Documents: Contains Preliminary Environmental Study (PES) submittal package to Caltrans.

70.05 ROW Certificate: Contains Right of Way Certification submittal to Caltrans.

70.06 RFA For Construction: Contains Request for Authorization for Preliminary Engineering (PE) Phase application documents to Caltrans.

70.07 CON Award Package: Contains Construction Award Package submitted to Caltrans.

70.08 E-76: Contains approved E-76 received from Caltrans.

70.09 Reimbursements: Contains reimbursement invoices submitted to Caltrans.

70.10 Grant Closeout: Contains Final Report of Expenditures (FROE) submitted to Caltrans.

70.11 Process Review: Contains Pre-Construction, Construction, Post-Construction Process Review.

Engineering Plan Check and Public Works Inspection Service Approach:

Service Philosophy: Our service philosophy is defined by our unique **“Customer Care” approach in delivering our services in High Quality, Timely, Efficient and Customer Friendly manner:**

- ✓ Transtech is well known in providing **Cost Effective Services** on time with a **customer friendly and responsive** approach.
- ✓ Our services are founded on the principles of **Total Quality Management** for **Total Customer Care**.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product.
- ✓ We start by **working with the applicant early on** and during plan review to help them prepare a set of plans which have all of the required information clearly and logically presented.
- ✓ Additionally, we never hesitate to make suggestions which help eliminate complicated details, **reduce construction costs, and/or provide details which are easy to verify in the field**. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during the plan review process. And in the case of homeowners, **this policy often demonstrates early on that the City really is truly a partner in a process that can often be a source of stress and tension for many applicants, and we fully understand that**.
- ✓ This policy reduces the number of plan review rechecks required, **allows the applicant to obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan.
- ✓ Transtech provides all plan check **comments on electronic files**. All plan check comments are provided on pdf format electronically, **as well as hard copies**. Plan review corrections are written clearly and are **fully detailed to explain the Code deficiency**.
- ✓ To help the applicant better understand the problem, Transtech provides as much information during plan review as possible. We believe that if the applicant has a **clear understanding of the problem**, he or she can take the necessary steps to correct the condition. This policy reduces the number of plan review rechecks required, allows the applicant to **obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over the counter, are typed and printed on a laser printer.
- ✓ Our plan checkers **confer early on and respond to questions** from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks where the plan corrections.
- ✓ Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **“Same Day Response”** motto.
- ✓ **Responsiveness is an integral part** of Transtech's “customer friendly” service approach.
- ✓ We will strive to **enhance the City's image by public trust** to be the most desirable community to live, invest and conduct business.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **“Customer Care”** to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.

Plan Check Processing: When a plan check order is received, it is logged and reviewed by Building Staff and then assigned to applicable plan checkers. The plan check duration is monitored thru the plan check log data base, which generates messages at identified intervals to inform plan checkers and supervising Sr. Staff so that they are aware of how the progress and status continuously. If any potential delay is monitored, necessary steps are taken, such as meeting with plan checker to review the schedule, workload, performance, and identify actions, including assigning additional staff, if necessary, to ensure timely completion of assignment.

Plan Check Coordination: Our plan checkers respond to questions from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks.

- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field. This pro-active approach reduces inspection time and questions, and applicant frustration, while increasing overall compliance, by producing a better set of plans during plan review process. Especially, when the applicant is a homeowner trying to improve his/her property, this policy often demonstrates early on that the City really is here to help.

Approach to Meeting with Applicants: Our staff is available to applicants by phone and through email or through virtual meeting for questions or available to meet for rechecks if necessary. Our policy is to meet with applicants virtually via TEAMS or ZOOM or when necessary, at City Hall, but we also have an available facility at our office meetings with applicants.

Expedited/Off-Business Hours/Weekend Services: If the City receives a request from applicants for expedited plan check services, Transtech staff is able to provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

Quick Turn Around and Expedited Service: Transtech will provide plan checks on a **quick turn-around schedule**. Transtech also provides expedited service when requested. **Applicant will be able to see online on real time the progress of plan check submittals.**

Weekend, Holiday & After Work Inspection: Transtech is readily available and has the resources to provide weekend, holiday, and after-work hour inspections as requested by the City Manager or designee.

Virtual Counter: We offer virtual meetings with plan checkers. Please click <https://outlook.office365.com/book/CityofWestCovinaEngineeringDepartmentAppointments@transtech.org/> to explore the virtual plan check counter appointment calendar administered by Transtech

ELECTRONIC PLAN CHECK

Transtech provides Electronic Plan Check: Transtech has integrated many technological assets into its services to provide the most efficient and cost-effective service possible. We provide fully automated electronic plan submittal, plan checking, and tracking. **We provide Electronic Plan Check Portal on our company portal, as well as offer same portal access to our client cities on their web sites.**

The electronic plan check system we use is e-PlanSoft™ e-PlanSoft™ is the leading provider of electronic plan review software. Our suite of products provides practical solutions to both public and private sectors to streamline and improve efficiency and effectiveness in plan reviews, saving time and money.

e-PlanREVIEW® e-PlanREVIEW® is a web-based electronic plan review solution that allows for a well-coordinated, collaborative review process where multiple reviewers can mark up plans simultaneously, making the review process faster and more accurate.

EXAMPLE OF ELECTRONIC PLAN CHECK (e-PlanREVIEW®) IS ATTACHED.

e-PlanREVIEW® / goPost® This portal allows applicants to apply for permits, upload and submit plans for review, manage document versioning, access reviewer comment reports, and download reviewed and approved plans.

EXAMPLE OF PRINT-OUT OF PLAN CHECK SUBMITTAL LOG/DOCUMENT CONTROL/TRACKING (e-PlanREVIEW® / goPost®) IS ATTACHED.

2. Project Team, Key Personnel and Resumes

2.1. EFFICIENT STAFFING STRUCTURE APPROACH

Transtech staffing approach is designed to provide the requested services in:

✓ HIGH QUALITY ✓ TIMELY ✓ EFFICIENT ✓ COST-EFFECTIVE ✓ CUSTOMER FRIENDLY

manner, which are 5 pillars of our service approach.

Our staffing allocation is structured to maintain responsive services and communication with City at all times:

- Contract Principal
- Designated Sr. Engineers as Task Leads
- Secondary/backup task leads when needed
- Support Staff
- Designated on-site Staff

Specialty subconsultants if any specialty services are needed

- Funding / Labor Compliance & Grant Writing Support: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co
- Geotechnical Engineering Support: GEO-ADVANTEC, Inc.; www.geoadvantec.com
- Landscape Architecture Support: WITHERS & SANDGREN, LTD; www.withersandsandgren.com
- Survey Support: VANLENCO, Inc.; www.vanlenco.com
- Environmental Consulting Support: ULTRA SYSTEM, Inc. (DBE/WBE Firm); www.ultrasytems.com
- Architectural Consulting Support: IDS GROUP, Inc.; www.idsgi.com

2.2. STAFF GENERAL QUALIFICATIONS

Transtech has a large pool of well experienced staff with credentials and certifications and proven track record in providing City Engineering Services in a timely, efficient, cost-effective and customer friendly manner:

- Our staff and resources include **approximately 200 professionals**, including project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel.
- One of the unique qualifications of Transtech is that we serve public agencies as municipal contract service providers. **Several of our senior staff members have previously worked for Public Agencies in various capacities, such as Public Works Director, City Engineer, City Traffic Engineer, CIP Manager, Building Official, Planner, and various other capacities.**
- We have extensive **experience working with Public Agencies in similar assignments**. We are **accustomed to working with governmental agencies**, and have a **good understanding of public agency issues, procedures, and policies**.

Licenses and Certificates of the Firm and Staff Members in Diversified Fields:

Several of our engineers are licensed as Professional Engineers by the State of California Board for Professional Engineers, Land Surveyors, and Geologists (BPELSG).

Our staff professional licenses, registrations and certifications include:

- PE (Licensed Civil Engineer)
- TE (Licensed Traffic Engineer)
- PLS (Licensed Land Surveyor)
- QSD (Construction General Permit Qualified SWPPP Practitioner)
- QSP (Construction General Permit Qualified SWPPP Developer)
- QISP (Industrial General Permit Qualified Industrial Stormwater Practitioner)
- PMP (Professional Transportation Planner)
- RSP (Registered Safety Professional)
- CAsP (Certified Access Specialist)
- PMP (Certified Project Management Professional)
- CPSWQ (Certified Professional in Storm Water Quality)
- CPESC (Certified Professional in Erosion and Sediment Control)
- LEED AP (Professional with specialty credential with knowledge in green building practices)
- Registered Construction Inspector by American Construction Inspectors Association
- Certified International Municipal Signal Association "IMSA" level III Technician

Also, several of our staff members are certified by the International Code Council (ICC).

Building Official Certifications:

- ✓ Certified Master Code Professional
- ✓ Building Code Official
- ✓ Building Official

Plan Check Certifications:

- ✓ Residential Building Plans Examiner
- ✓ Commercial Building Plans Examiner
- ✓ California Building Plans Examiner
- ✓ Certified Sustainability Professional
- ✓ CalGreen Plans Examiner
- ✓ Accessibility Plans Examiner
- ✓ Commercial Energy Conservation Plans Examiner
- ✓ Residential Plans Examiner
- ✓ Mechanical Plans Examiner
- ✓ Plumbing Plans Examiner
- ✓ Electrical Plans Examiner

Inspection Certifications:

- ✓ Combination Inspector
- ✓ Commercial Building Inspector
- ✓ Residential Building Inspector
- ✓ Accessibility Inspector
- ✓ Commercial Energy Conservation Inspector
- ✓ Electrical Inspector
- ✓ Commercial Electrical Inspector
- ✓ Residential Electrical Inspector
- ✓ Residential Energy Conservation Inspector
- ✓ Residential Building Inspector
- ✓ Residential Mechanical Inspector
- ✓ Mechanical Inspector
- ✓ Commercial Mechanical Inspector
- ✓ Plumbing Inspector
- ✓ CalGreen Inspector
- ✓ Building Inspector CBC
- ✓ Building Inspector UBC
- ✓ Plumbing Inspector UPC
- ✓ California Building Inspector

- ✓ California Commercial Plumbing Inspector
- ✓ California Residential Mechanical Inspector
- ✓ California Residential Mechanical Inspector

Additional Inspection Certifications:

- ✓ IAPMO Plumbing, Mechanical Inspector
- ✓ Fire Code Inspector
- ✓ Fire Inspector II
- ✓ California UST Inspector

Permit Technician Certification:

- ✓ Permit Technician
- CACEO** Certified Code Enforcement Officer

State of California Safety Assessment Program:

CAOES SAP Evaluator

2.3. KEY STAFF ORGANIZATION CHART

CITY OF HUNTINGTON PARK	
CONTRACT PRINCIPAL	DEPUTY CONTRACT PRINCIPAL
Principal "A. CITY ENGINEER"	Contract Administrator/Governmental Affairs Manager
AHMAD ANSARI, PE, Sr. Engineer  <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Prior experience includes working for public agencies as City Eng, PW Director, City Manager 	ROBERT QUINTERO, BA, Planning, Contract Admin Support  <ul style="list-style-type: none"> ✓ 25 yrs of experience ✓ Prior experience includes working for public agencies in various capacities. ✓ Also worked at SCE as Dir. of Government Relations.
Principal "B. AS-NEEDED TRAFFIC ENGINEER"	Principal "C. AS-NEEDED WATER ENGINEER"
BAHMAN JANKA, TE, Sr. Traffic Engineer  <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Prior experience includes working for public agencies as City Traffic Engineer 	MIR T. FATTALI, PE, Sr. Engineer  <ul style="list-style-type: none"> ✓ 40 yrs experience ✓ Served as PM/CM for CIP Projects at var. Cities ✓ Led several CIP in water, wastewater, recycled water, roadway, etc. for various agencies
Principal "D. AS-NEEDED DEVELOPMENT ENGINEER"	Principal "E. AS-NEEDED CIP MANAGER"
MICHAEL ACKERMAN, PE, QSD/P, QISP, Sr. Engineer  <ul style="list-style-type: none"> ✓ 25 yrs of experience ✓ Prior experience includes working for public agencies as Development Engineer, City Engineer, PW Director, as well as a Civil Engineer for Caltrans 	OKAN DEMIRCI, PE, QSD/P, Sr. Engineer  <ul style="list-style-type: none"> ✓ 15 yrs of experience ✓ Oversees CIP Management Operations and Staff. ✓ Extensive Exp. In State/Fed Funded Projects.
KEY SUPPORT STAFF	
OMAR MOHEIZE, PE, Sr. Engineer  <ul style="list-style-type: none"> ✓ 25 yrs of experience ✓ Prior experience includes working for public agencies, including as Principal Engineer, Plan Check Engineer, CIP Manager, and for LA County as PW Project Manager 	RUDOLPH RODRIGUEZ, PE, Sr. Associate Engineer  <ul style="list-style-type: none"> ✓ 7 yrs of experience ✓ Serves as CIP Project Manager in design and construction ✓ Has extensive experience in State/Fed Funded Projects
DAVID RAGLAND, PE, PLS, QSD/P, QISP, Sr. Engineer/Surveyor  <ul style="list-style-type: none"> ✓ 35 yrs of experience ✓ Licensed PE and Land Surveyor ✓ Serves as City Land Surveyor at Transtech 	AZITA FAKOORBAYAT, PE, Sr. Engineer  <ul style="list-style-type: none"> ✓ 25 yrs of experience ✓ Prior experience includes working for public agencies, including as Principal Engineer, CIP Manager, Plan Check Engineer, as well as for private consulting firms
JANA ROBBINS, PTP, RSP, Principal Traffic/Transp Planner  <ul style="list-style-type: none"> ✓ 25 yrs of experience ✓ Serves as Sr. Traffic and Transportation Planner. at TT Contract . Cities 	CARLOS A. PINEDA, PE, QSD/P, LEED, Sr. Engineer  <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Prior experience includes working for public agencies, including as Design Engineer, Plan Check Engineer, as well as for consulting firms
JEFFREY KAO, PE, CASp, CBO, Cert. ADA Professional, Sr. Engineer  <ul style="list-style-type: none"> ✓ 20 yrs of experience ✓ Experience includes working as plan checker, inspector, building official, structural engineer 	JOE LARA, Sr. Field Construction Manager/Inspector  <ul style="list-style-type: none"> ✓ 35 years of experience ✓ 25 years has been working as the Public Works Inspector for the Orange County Sanitation Distr. and City of Pomona, in public sector. ✓ Extensive experience in State/Fed Funded Projects.
SR. STAFF MEMBERS - ADVISORY, WHEN NEEDED	
TERRY RODRIGUE, PE, TE, Sr. Engineer  <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Founder of Interwest Consulting. Sold Interwest to Safe-Built appr. 6 years ago. Recently joined Transtech as a Principal ✓ Served as Contract City Engineer, PW Director for several cities 	CALTRANS Coordination ALI ZAGHARI, PE, PMP, Sr. Engineer  <ul style="list-style-type: none"> ✓ 35 yrs of experience ✓ Prior experience includes working for Caltrans Distr 7, Transp. Management at various capacities, including as Dep. Distr. Dir, Traffic Ops
RAY CASEY, PE, Sr. Engineer  <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Prior experience includes working for public agencies as City Engineer, PW Director, City Manager 	Public Relations, Coordination with LA County PAMELA MANNING, Public Relations, Coordination with LA County  <ul style="list-style-type: none"> ✓ 25 yrs of experience ✓ Former LA County, Strategic Bus Relations Manager, Chief Fleet Manager, Employee Health and Safety Manager
JOHN OSKOU, PE, Sr. Engineer  <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Prior experience includes working for public agencies as City Engineer, PW Director 	Governmental Affairs Manager RAFAELA DIAZ, Project Manager  <ul style="list-style-type: none"> ✓ 15 yrs of experience working in a combination of governmental/public affairs, engineering, and regulatory roles. Very active in civic engagement and holds the VP position on the Executive Board of Directors for ELLAS, Embracing Latina Leadership Alliances
MELISSA DEMIRCI, Principal  <ul style="list-style-type: none"> ✓ 15 yrs of experience ✓ Principal, Municipal Services 	Transtech has a large pool of well-experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner . Our team resources include approximately 250 professionals , including engineers, project managers, designers, construction managers, inspectors, traffic and transportation analysts, plan checkers, building officials, permit technicians, support personnel.

2.4. RESUMES

AHMAD ANSARI, PE, Sr. Engineer (Contract Principal and Principal "A. CITY ENGINEER")



Education

- BS in Engineering, MBA

Registrations/Certifications

- Licensed Civil Engineer

Highlights

Mr. Ansari has over 30 years of past experience in City and County Public Works and has worked at several municipalities in Southern California, including:

- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer.

He has managed CIP Programs and Public Works Operations, and served as the responsible in charge of numerous multi-disciplinary teams, including:

- Capital Improvement Program project management and delivery; Real Property/Right of Way acquisition and management; Traffic and Transportation engineering; Private Development/Entitlement process review and approval; Maintenance and Operations including roads, storm drains, sewers, parks, facilities, traffic signals, signs/striping, fleet; Special Districts, Landscape/Lighting Assessment; Electric Utility

ROBERT QUINTERO, Sr. Project Manager, Deputy Contract Principal and Contract Administrator/Governmental Affairs Manager



Education

- BS Urban & Regional Planning
- MBA

Registrations/Certifications

- Licensed General Contractor B
- Certificate Diversity & Inclusion for HR

Highlights

Mr. Quintero has over 25 years of experience in government relations, city administration, city planning, public works and utility coordination. Throughout his career, Mr. Quintero has demonstrated strong leadership, project management, and comprehensive understanding of municipal government operations. He has successfully managed complex projects and engaged with various stakeholders to achieve positive outcomes for the communities he has served. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

At Transtech, Mr. Quintero has also served as contract Interim Public Works Director for Cities and as Project and Program Manager for various projects. He has participated on numerous multi-disciplinary teams dealing with the planning and execution of public works projects. He has served as the Project Manager for the design, construction and management of a variety of projects, including:

- Public Works and Infrastructure; Civic Center/City Hall Expansion; Community Center; Grade Separation

Mr. Quintero's experience also includes working for a public agency in various capacities, including as Director of Public Services/Public Work Assistant City Administrator. Mr. Quintero

also worked at Southern California Edison (SCE) as Director of Government Relations.

BAHMAN JANKA, TE, Sr. Traffic Engineer (Principal “B. AS-NEEDED TRAFFIC ENGINEER”)



Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Licensed Traffic Engineer

Highlights

Mr. Janka has over 35 years of experience in Traffic Engineering and Transportation Planning.

He has served as City Traffic Engineer and Transportation Director for public agencies, including:

- City of Pasadena, California: Transportation Administrator
- City of Santa Clarita, California: City Traffic Engineer
- City of Fremont, California: Associate Transportation Engineer
- City of Palo Alto, California: Associate Transportation Engineer
- Entranco Engineers, Bellevue, Washington: Transportation Engineer.

MIR T. FATTABI, PE, Sr. Engineer (Principal “C. AS-NEEDED WATER ENGINEER”)



Education

- MS, BS in Civil Engineering

Registrations/Certifications

- Licensed Traffic Engineer
- Traffic Control, Trenching & Excavation Safety Program
- Water Facility Corrosion
- Principals of Supervision
- Supervisor's Academy
- Cross Connection Control – Certified by USC Foundation

Highlights

Mr. Fattabi has approx. 40 years of experience in public works projects and programs and construction management, and contract administration. He has a broad knowledge of local government operations, including preparation and presentation of agenda reports to advisory boards, commissions and city councils.

Following is a partial list of projects representative of Mr. Fattabi's diversified experience:

- Imperial Highway Enhancement Project, Senior Project Manager, Lynwood, CA.
- Managed City's Pavement Management Plan, City of Lynwood, CA.
- Inglewood Corridor Widening Improvements | Project Manager, Lawndale, CA.
- Right Road Rehabilitation, Senior Project Manager, Senior Project Manager, Lynwood, CA.
- Water, Sewer and Recycled Water Transmission Pipeline Project | Project Manager, Laguna Hills, CA.
- Sewer System Project | Project Manager, Irvine, CA.
- Water and Sewer Project | Principal-in-Charge, Pomona, CA.
- Road Rehabilitation Program for Gunnerson Street | Principal-in-Charge, City of Lake Elsinore, CA.
- Arterial Highway Improvements/Rehabilitations | Principal-in-Charge, San Clemente, CA.
- Capital Improvement Program | Senior Project Manager, IEUA, Chino, CA.
- Recycled Water Program, IEUA | Senior Project Manager, Chino, CA.
- CIP Program | Principal-in-Charge, City of San Juan Capistrano, CA.
- Recycled Water Program | Project Manager/Engineer, Simi Valley, CA.
- Water and Recycled Water Systems | Project Manager, Aliso Viejo, CA.

MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer (Principal "D. AS-NEEDED DEVELOPMENT ENGINEER")**Education**

- BS in Engineering

Registrations/Certifications

- Licensed Civil Engineer
- QSD, QSP, QISP
- RE Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for RE, Caltrans
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

Highlights

Mr. Ackerman has 25 years of experience. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has served at various Cities under Transtech's City Engineering Contracts, including Temple City, Huntington Park, and Alhambra. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at Caltrans and other agencies:

- Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.
- City of San Bernardino: Mr. Ackerman was involved in various projects, including Development Review and Plan Check, Design and Project Management.
- City of Huntington Park: Mr. Ackerman worked as contract City Engineer under Transtech's municipal services contract and later as City Engineer and Interim Director of Public Works under the City.

OKAN DEMIRCI, PE, QSD, QSP, MBA, Sr. Engineer (Principal "E. AS-NEEDED CIP MANAGER")**Education**

- BS in Engineering

Registrations/Certifications

- Licensed Civil Engineer
- QSD, QSP
- Caltrans Resident Engineer Academy

Highlights

Mr. Demirci has approximately 15 years of experience. Mr. Demirci serves as Assistant Public Works Director, City Engineer, CIP Program Manager at Transtech's Contract Cities and provides technical and management support.

Mr. Demirci completed Caltrans Resident Engineer Academy, very familiar with the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).

Mr. Demirci works as CIP Program Manager at various Transtech's Contract Cities and manages various capital improvement programs including state and federal funded programs. Mr. Demirci's experience also includes working as Resident Engineer, Project Manager and Construction Manager on various projects (including federal and state funded

projects).

He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

SUPPORT STAFF

OMAR M. MOHEIZE PE, Sr. Engineer (PM/CM/RE Support)



Education: BS in Civil Engineering, MBA

Registrations/Certifications: Registered Civil Engineer

Highlights: Mr. Moheize has over 35 years of experience in the public sector, including 17 years as the Principal Civil Engineer for the City of Burbank. He is skilled at performing project management, as well as civil engineering, design, and quality construction management services. His industry background includes work on several public works projects, including upgrading traffic signals, road and bridge design, wastewater treatment, potable water treatment, issuing permits, vertical structure building, and redevelopment projects.

Los Angeles County, PMD III: For the past 2 years, Mr. Moheize has worked as a consultant for the County of Los Angeles as Project Manager on various projects from Design phase to procurement Phase to Construction phase and completion. Projects related to the Traffic Signal Safety projects (known as the HSIP Safety program) entailed obtaining permits from several other agencies and meeting the grant conditions and deadlines. Omar is highly proficient at using sophisticated LA County software and MS365 suite, including Project Online (POL), Project Information Website (PIW), Construction Management Database Portal (CMD), Power BI, SharePoint and PW Intranet, and Project Delivery Guide (PDG).

City of Burbank (2001 to 2023) – As a Principal Civil Engineer in Charge of the CIP and specialty projects, Omar issued permits for work in the public right of way, conducts redevelopment reviews of conditions, and acted as a Stormwater and Drainage Specialist. Omar provided construction management services on major infrastructure projects, utility relocations, bridges and roadways, erosion controls, foundation designs, piers, water and wastewater treatment, and site restorations. He supervised various roadway maintenance contracts, negotiated and resolved contractor claims, and managed change order requests. Omar also ensured quality and compliance with special project provisions. Additional duties included coordination with utility companies, preparing the construction documents (PS&E), schedule, budget, and analyzing project progress to ensure on-time completion. Omar reviewed plans and work and ensured compliance with health and safety plans. He conducted various field quality control reviews, reviewed construction drawings, provided input, and ensured completion of as-built drawings. Omar also reviewed and approved storm-water management plans attended stakeholders and agency meetings and provided technical input. He conducted various quality assurance field reviews and developed approaches to managing the technical and specific requirements for each project. He also used various scheduling software to track project progress and ensured the financial health of projects.

RUDOLPH RODRIGUEZ, PE, CAPM, Sr. Associate Engineer



Education

- BS in Civil Engineering, CalPoly

Registrations/Certifications

- Licensed Civil Engineer

Highlights

Mr. Rodriguez has over 7 years of experience. He serves as CIP Project Manager in design and construction. Attended Caltrans Resident Eng. Academy and has extensive experience in State/Fed Funded Projects.

DAVID RAGLAND, PE, PLS, QSD, QSP, QISP, Sr. Engineer/Surveyor



Education

- Humboldt State University, CA, Bachelor of Science

Registrations/Certifications

- Licensed Civil Engineer
- Licensed Land Surveyor
- QSD, QSP, QISP

Highlights

Mr. Ragland is a civil engineer and land surveyor has over 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction.

AZITA FAKOORBAYAT, PE, Sr. Engineer**Education**

- BS in Civil Engineering

Registrations/Certifications

- Licensed Civil Engineer

Highlights

Ms. Fakoorbayat has over 25 years of experience. She has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Recent Experience with Transtech's contract Cities:

Contract CIP Project Manager, City of Chino: As contract CIP Project Manager, coordinate various CIP projects throughout project design phase, including concrete, asphalt, storm drain, sewer, water, grading, traffic signal, accessibility. Conduct design review, PS&E review, constructability and biddability review, and manage design phase of various CIP projects, and manage and coordinate various CIP projects with various design engineers to ensure project design phases are completed within time and budget, and proceed with construction.

Public Agency Experience:

- Principal Engineer, City of Costa Mesa, CA
- As Principal Engineer, perform a broad range of highly complex and professional
- Civil Engineer I, Pierce County Public Works Utilities and Transportation
- Services, Design Section, Tacoma, WA
- Assistant City Engineer, City of Sumner, Sumner, WA

Private Consulting Experience:

- Senior Project Manager, Afb Group, Laguna Niguel, Ca
- Senior Project Manager, Berryman & Henigar, Santa Ana, Ca
- Project Manager, CNC Engineering, Newport Beach, Ca
- Senior Design Engineer/ Project Manager, Harding Lawson Associates Group Inc., Bellevue, Wa

JANA ROBBINS, PTP, RSP, Sr. Transportation Planner**Education**

- BA, Cal Poly Pomona

Registrations/Certifications

- Licensed Professional Transportation Planner

Highlights

Ms. Robbins has over 25 years of experience. She serves as one of Transtech representatives at various Cities, prepares traffic safety and calming studies, stop and signal warrants/studies, traffic impact studies, traffic calming reports, parking studies, responds to requests from Public and City Officials and attends Traffic Commission, Planning Commission, City Council Meetings as well as Design Review Board meetings. On behalf of client Cities, reviews traffic impact studies and parking analysis submitted by developers and represents contract Cities at Commission meetings when these projects are reviewed. She works directly with staff in the departments of public works, planning, engineering, and community development at each client city. She attends community forums and neighborhood block meetings to

discuss and answer questions about current and future traffic conditions. She prepares traffic impact studies for development projects in Southern California, which involves the coordination with developers, as well as local and regional agencies.

CARLOS A. PINEDA, PE, QSD, QSP, LEED, Sr. Engineer



Education

- BS in Civil Engineering,

Registrations/Certifications

- Licensed Civil Engineer

Highlights

Mr. Pineda has over 30 years of experience in civil engineering and project management. He has extensive experience working for both private and public sectors. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects. He has served as Principal Project Manager for a variety of projects. Public works design experience covers a wide variety of projects, including the improvement of major arterials, secondary highways and collectors, flood control and drainage projects, water and waste water projects, ADA retrofit, and safe routes to school projects. He has a good understanding and knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. Private sector design experience covers a wide range of projects including residential master planned communities and "in tract" residential improvements. In-tract residential improvements included the design and construction of domestic and reclaimed water infrastructure to serve the new developments.

JEFFREY KAO, PE, CBO, CAsP, ICC Certified Building Official, Plans Examiner and Inspector



Education

- MS, BS Civil Engineering, Cal Poly

Registrations/Certifications

- Licensed Civil Engineer
- CAsP (Certified Accessibility Specialist)

ICC Certified Building Official, California Building Plans Examiner, CalGreen Inspector, CalGreen Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Building Inspector

Highlights

Mr. Kao has over 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena, and Temple City. Mr. Kao has broad knowledge of building and safety operations, including working in the capacity of Deputy Building Official and Plans Examiner. His past experience includes working as a structural engineer for 4 years at a structural design firm.

JOE LARA, Construction Manager and Inspector (Field PM/CM/Inspection Support)



Education

- Courses in Public Works – Citrus College; Courses in Civil Engineering – Mount San Antonio College

Certifications

- OSHA 30-Hour Construction Safety & Health (License #34-602288731); Metrolink Railroad Safety Trained (License # 1448816); Public Works Certificate Level I; QSP Certification Training; Public Works Construction Inspection; General Engineering A Contractors License (License # 825064)

Highlights

Mr. Lara has approximately 35 years of experience, of which 25 years has been working as the Public Works Inspector for the Orange County Sanitation District and City of Pomona, in the public sector. Mr. Lara led cross functional teams of construction workers and staff to ensure that construction, rehabilitation, and installation aligns with given plans, specifications, contracts, and regulations. His experience includes inspecting all types of public works construction project: roadway construction, pavement rehabilitation, signals, grading, storm drains, sewer mains, concrete structures, sidewalks, and gutters. He also worked on county, state and federal funded projects. He has knowledge of standards

and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements.

Mr. Lara also has experience in inspecting federally funded projects to ensure compliance with the Caltrans Local Assistance Procedures Manual. He also has extensive experience in communicating/working with the public/adjacent property owners, and being proactive in dealing with complaints and comments and minimizing project impacts. As part of his responsibilities as construction management and inspector, Mr. Lara maintains daily inspection reports, field test results, field change orders, extra work requests, and photo logs; collaborates with project engineers and provide technical input on project constructability and efficiency; works with other agency personnel such as city engineers, city inspectors, and project personnel to streamline projects in a safe and effective manner; and respond to concerns or issues regarding district projects in various district wide cities, and implement policies and procedures to maintain the safety of public workers and citizens alike.

His experience as construction manager, project manager and public works inspector include:

- Project 2-72B (Cost: \$68M), Orange County Sanitation District: Pavement rehabilitation (AC coldmill and overlay, and replacement), raised median island construction, removal of 48" VCP sewer mainline and replace with 54" FRP mainline in the City of Anaheim on State College Boulevard from Orangewood Ave. to 91 Freeway (5-Miles).
- Garey Avenue from Mission Blvd to Grand Ave, City of Pomona (Cost: \$3M): Pavement rehabilitation (AC coldmill and overlay, full AC reconstruction), traffic signal modifications, PCC improvements (curb ramps, sidewalk, curb and gutter), signage and striping.
- Orange Grove Ave from Fairplex to White Ave, City of Pomona (Cost: \$3.5M): Pavement rehabilitation, PCC improvements (sidewalk, curb and gutter, driveway approaches, curb ramps), signage and striping.
- Mission Blvd from Highway 71 to Eastend Ave, City of Pomona (Cost: \$5M): Pavement rehabilitation (AC coldmill and overlay, AC removals), PCC improvements (driveway replacement, sidewalk, curb ramp), tree replacements, signage and striping.
- Mission Blvd Grade Separation over Hwy 71, City of Pomona (Cost: 25M): Grade separation on Mission Blvd over Hwy 71.
- 9th Street and White Avenue Traffic Signal Improvements, City of Pomona (Cost: \$1M): Traffic signal improvements, signage and striping.
- Safe Routes to School Projects, City of Pomona (Cost: \$2M): PCC Improvements (curb ramps, sidewalk, cross gutters), crosswalks, signage.
- Project P298A (Cost: \$165M), Orange County Sanitation District: Removal and replacement of 5 Primary Clarifiers inside treatment plant #2 in the City of Huntington Beach.
- P2-110 Plant 2 Demo and Utility Improvements, P2-118 Aeration Basin Deck Repair, P2-91A Digester H Repair, P2-91C Digester C Tent and Valve Project, FE13-04 Plant 2 Trickling Filter Odor Control, FE16-03 Collection Infrastructure Relocation, 6-17 District 6 Trunk Sewer Relief, FE15-10 East Lido Force Main Rehab, and the FE17-08 Big Canyon Trunk Sewer Replacement Project., Orange County Sanitation District.
- Inspected the removal of 3,500 lineal feet of existing 4" and 6" steel pipe and placement of new 8", 10" and 12" ductile iron pipe and appurtenances which included but not limited to fire hydrant assemblies, 1" and 2" water services, 6", 8" and 10" DCDA's (Double Check Detector Assemblies), 4" blow-offs, air releases, and 6" 8" and 10" gate valves.
- Inspected the cleaning and lining by centrifugally applied mortar of 5,000 lineal feet of existing 30" 24" and 20" steel mainline.
- Inspected the major rehabilitation of Canada Boulevard from Verdugo Road (South Fork) to Verdugo road (North Fork) which included Cold in Place Recycling Asphalt CIR on Canada Boulevard and removal and replacement of existing curb and gutter, drive approaches, curb ramps, cross gutters, sidewalks, and the installation of 10 new traffic signals at intersections.
- Served as the lead inspector in charge of multimillion dollar bond funded projects from 2009 to 2012, in City of Pomona. Managed city personnel and contract staff in regards to the inspection of water facilities.
- Worked on notable projects including: City of Los Angeles in-situ centrifugally applied cement mortar of cast iron pipe project. Cost: \$2M.
- City of Riverside 60" storm drain project for installation of 2,500 lineal feet of 60" R.C.P., catch basins, manholes, and pavement restoration. Cost: \$3M.

- City of Riverside 24" CM&LC steel pipe water line installation project to install 3,000 lineal feet of 24" steel pipe, fire hydrants, valves, service lines, air releases, blow offs, and pavement. Cost: \$2M.
- City of Santa Ana 30" sewer mainline replacement project to install 2,500 lineal feet of 30inch V.C.P., manholes, sewer siphon, and restoration within project limits. Cost: \$3.5M.

MICHAEL DAVID LLOYD, PE, TE, QSD, QSP, Sr. Engineer



Education

- MS Civil Engineering, Texas A&M University
- BS Civil Engineering, Southern Methodist University
- MS Public Policy, Georgetown University

Registrations/Certifications

- Licensed Civil Engineer
- Licensed Traffic Engineer
- QSD, QSP

Highlights

Mr. Lloyd has over 30 years of experience, including working in both public and private sector. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Lloyd has worked for the City of Moreno Valley for 25 years and been responsible for the programming, designing and delivery of multi-disciplinary capital improvement program projects, and served in various capacities as:

- Assistant City Manager responsible for Public Works and Community Development Departments
- Public Works Director
- City Engineer Land Development Division Manager
- Land Development Engineer
- Sr. Engineer
- Civil Design Engineer
- Traffic Engineer
- CIP Project Manager
- Construction Manager

As part of his responsibilities, Mr. Lloyd has:

- Maintained regular communications with developers and business owners working within the City to ensure satisfactory project progress.
- Represented the City at WRCOG committees.
- Oversaw upgrades to Accela / Digital Plan Room that streamlined the submittal process.
- Oversaw the restructuring of Moreno Valley Utility and staffing of new positions.
- Assisted with the restaffing of the Business and Safety Division, Planning Division, and Community Enhancement Division.
- Ensured City Council priorities are addressed in a timely manner with positive outcomes.
- Oversaw Department's preparation and submittals for various grant applications consistent with City Council priorities and the CIP.

JOSEPH DEPERALTA, PE, QSD, Sr. Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Licensed Civil Engineer

Highlights

Mr. Peralta has approximately 30 years of experience. His experience includes working as contract/consultant City Engineer, Plan Checker, Design Engineer for various Cities. His experience includes dealing, coordinating and navigating thru the permitting processes with municipal, county and state level and other governmental agencies, architects and consultant, utility companies, and regional entities, including Caltrans, Water Quality Board, AQMD, US Corps of Engineers, Department of Fish and

Game, Union Pacific Railroad and others.

ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, CPESC, LEED AP, D.WRE, Sr. Engineer



Education

- BS in Civil Engineering

Registrations/Certifications

- Licensed Civil Engineer
- QSD, QSP, CPSWQ, CPESC, LEED AP

Highlights

Mr. Mazboudi has 34 years of progressively responsible, diversified experience in public works, engineering, utilities, development engineering, facilities maintenance, sustainability, environmental programs and project management in both the public and private sector, supported by a strong educational background in civil engineering, geographic information systems, water quality/urban runoff, and environmental programs. His experience includes:

- City of San Clemente - PW Department, Deputy Director/Engineering
- City of San Juan Capistrano - PW/Utilities Department, Senior Civil Engineer
- City of Westminster - PW Department, Associate Civil Engineer/Development Engineer
- City of La Habra - PW Department, Assistant Civil Engineer.

Special International Projects:

- US Green Building Council (www.usgbc.org), Egyptian Green Building Council (EGBC) Represented the US Green Building Council, to assist in the formation of the EGBC. Provided lectures on the role of government in Green Building and on the US Green Building Program, LEED.
- USAID International Development Agency (www.usaid.gov), In partnership with USAID and ICMA Kingdom of Jordan Commercial/Industrial Environmental Audit In partnership with USAID and ICMA, developed a training manual for the audit of commercial and industrial facilities in Jordan. Performed audits in Jordan and provided recommendations to the Minister of the Environment and the Minister of Local Government.

HANI NASR, PMP, Sr. Project and Construction Manager



Education:

- BS, Mechanical Power Engineering; Masters in Engineering Management, Arkansas State University

Registrations/Certifications:

- PMP, Project Management Professional
- General Contractor License B
- OSHA 30 & OSHA 10 Certification
- Inspector Certification. B2 Commercial Building

Highlights:

Mr. Nasr is a certified Project Management Professional (PMP) with an extensive background in construction management. He holds a bachelor's degree in mechanical power engineering and has over 20 years of experience managing multimillion-dollar projects.

With a strong engineering foundation, Mr. Nasr has developed expertise across multiple construction disciplines, including MEP systems, general contracting, and construction estimating. His proficiency in cost estimation and bid preparation has contributed to securing and executing successful projects. His comprehensive knowledge and hands-on experience enable him to lead projects effectively while ensuring strict adherence to budgetary and scheduling requirements.

Mr. Nasr has a proven track record of ensuring projects adhere to stringent quality, safety, and budgetary standards, and applies his demonstrated expertise in project management and stakeholder communication to enhance project outcomes and contribute effectively to a dynamic team environment.

Notable Projects:

- City of Temple City, Construction/Project Manager, City Hall Roof Structural improvements/Upgrades and Replacement (\$3.5M)

- San Bernardino Unified School District-SBCUSD F19-01 Prop 39 EEP3 (\$4M)
- Chaffey Community College (Improvement Project) -(Value: \$1 M)
- Ontario HS with Chaffey Joint School District- Mechanical Plant- (\$2 M)
- Irvine Valley College (HVAC & Roofing Replacement for 5 Buildings & Powerhouse) -(\$ 7M)
- MacArthur Hotel (Eleven-Story Historic Building Improvement)- (\$100 M)
- Oasis International School/UAE – (\$ 30 M)
- Drinking Water Plant- Lusaka/ Zambia (\$ 1.2 M)
- Multi-Million-Dollar Luxury Homes in Dubai
- Orange HS Gym Renovation (\$3M)
- OCTA Bus Station Improvements/ Anaheim (\$1M)
- Irvine USD Measure Series 3 Expansion Projects (\$1.2M)
- Hemet HVAC Replacement Multi Sites (6 Schools / \$5M)
- Long Beach Robinson K-8 Academy HVAC LBUSD Rehabilitation (\$4M)

EARL FRASER, Registered Constr. Inspector, QSP, Sr. Project/Construction Manager/Inspector



Education

- BA

Registrations/Certifications

- Registered Construction Inspector by American Construction Inspectors Association; QSP (Construction General Permit Qualified SWPPP Practitioner)

Highlights:

Mr. Fraser has approximately 30 years of experience. He is a Registered Construction Inspector by American Construction Inspectors Association. He is also certified as QSP (Construction General Permit Qualified SWPPP Practitioner). His experience includes inspection local roads, pavement rehab, ADA, grading wet and dry utilities. As Sr. Inspector/Construction Manager, he performs a wide variety of tasks to ensure the project progresses on schedule, is in compliance with approved plans and specifications, and effective communication and information flow is maintained with project participants. He has inspected projects that are funded with State and Federal Funds, and is familiar Caltrans LAMP for Contract Administration.

JERRY PEREZ, Construction Manager and Inspector (Field PM/CM/Inspection Support)



Education:

- BS Degree, Public Administration – Department Honors, University of La Verne; AS Degree, Public Works – Honors, Citrus College

Registrations/Certifications

- Testing Technician Grade I, American Concrete Institute; Certified Public Infrastructure Inspector, American Public Works Association; Collection System Maintenance Grade 4, California Water Environment Association (CWEA); Environmental Compliance Inspector Grade 4, California Water Environment Association (CWEA); Water Distribution Operator D2, Department of Health Services; Water Treatment Operator T1, Department of Health Services; C-8 Concrete License, California

Highlights:

Mr. Perez has over 30 years of experience in managing and inspecting public works infrastructure construction projects. Mr. Perez is very experienced in construction and rehabilitation of streets, concrete construction, wet and dry utilities, encroachment permit projects and operational budgets. Mr. Perez has extensive experience in leading cross functional teams of public works staff to ensure that underground construction, rehabilitation, and installation aligns with given plans, specifications, contracts and regulations. He also has extensive experience in communicating/working with the public/adjacent property owners, and being proactive in dealing with complaints and comments and minimizing project impacts. Prior to joining Transtech, Mr. Perez worked in the public sector in various public works capacities, including:

- Public Works Inspector II, City of Jurupa Valley
- Streets and Solid Waste Services Manager, City of Pomona
- Public Works Manager, City of Fontana
- Streets and Solid Waste Services Manager, City of Pomona
- Utilities Supervisor, City of Fontana
- Streets Supervisor, City of Chino

- Streets Crew Chief, City of Arcadia

Below are some of the key projects representative of Mr. Perez's experience the public works:

- Citywide Concrete Repairs, City of Pomona: PCC improvements (curb ramps, sidewalks, curb and gutter, driveway).
- Citywide Pavement Rehabilitation Program, City of Chino: AC rehabilitation (coldmill and overlay), PCC improvements (curb and gutter, cross gutter, spandrel, sidewalk, curb ramps), signage and striping.
- Citywide Slurry Seal Program, City of Chino: Citywide slurry seal program and striping improvements.
- Traffic Signal Improvements at Philadelphia and Denture, City of Jurupa Valley: Traffic signal modifications (poles, mast arms, pedestals, conduits, wires), striping, PCC improvements (curb ramps, curb and gutter).
- Annual Waterline Replacement Project, City of Jurupa Valley: JCSD waterline replacement, trench restoration, water valves, gate valve replacements.

ROBERT MINES, Construction Manager and Inspector (Field PM/CM/Inspection Support)



Education

- UCLA, Certificate in Construction Management; Ventura College, Psychology

Highlights

Mines has approximately 35 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of project superintendent, project inspector and construction manager. In these capacities, he has been involved in a wide variety of private and public works construction projects in general engineering/public works.

Mr. Mines has worked as construction management and project inspector for a number of agencies including LA Metro, City of LA Public Works, City of LA Airports and City of LA Water and Power. His experience includes all types of public works improvements including pavement rehabilitation (asphalt and concrete), water, sewer, storm drain, traffic signals, striping, grading, utilities. Mr. Mines has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements.

He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements. Mr. Hirsh also has experience in inspecting federally funded projects to ensure compliance with the Caltrans LAMP.

Prior to joining Transtech, Mr. Mines worked for the City of Los Angeles Public Works Department, and for City of Los Angeles Water and Power for approx. 30 years.

JEFFREY HIRSH, Sr. Project/Construction Manager/Inspector



Education

- SDSU, College Level Classes

Registrations/Certifications

- Cal OSHA 10-hour construction certified; Construction Site Storm Water Training

Highlights:

Mr. Hirsh has approximately 25 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building) construction. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements. Mr. Hirsh also has experience in inspecting federally funded projects to ensure compliance with the Caltrans LAMP.

Jeffrey's prior experience includes: 2013-214, PSBI Parking Structure Construction: Sr. Superintendent; 1995-2013, Harwood Homes, Inc. Managed 35 Development Projects; 1992-1995, Overland Company: Site Superintendent – SFR Tract Home Development; 1985-1992, Cambridge Development: Site Superintendent/Assistant Superintendent

CRAIG M. WHEELER, Sr. Project/Construction Manager/Inspector**Education**

- BA

Registrations/Certifications

- NASSCO-Certified Inspector (Pipeline, Lateral and Manhole Assessments); Licensed A General Eng. Contractor

Highlights:

Mr. Wheeler has more than 30 years of experience in engineering and construction in both the public and private sectors. He has provided project management and inspection services on a wide variety of public works projects. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, bridge construction and rehabilitation, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects. As a project manager and construction inspector, Mr. Wheeler's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to the City project manager, providing recommendations and responses for contractor RFIs, assisting with submittal and shop drawing reviews, tracking quantities, and conducting progress payment reviews. He has inspected projects that are funded with State and Federal Funds and is familiar Caltrans LAPM for Contract Administration.

KEITH A. WYATT, Sr. Project/Construction Manager/Inspector**Education**

- BA, UC Irvine, CA

Registrations/Certifications

- Union Carpenter Apprenticeship School; 10-Hr, 30-Hr. OSHA; SWPPP Certified; FEMA Training: IS-3, IS-100.PWb, IS-200.b, IS-325, IS-552, IS-556, IS-700.a, IS-800.a, IS-803, IS-806, IS-809, IS-907; ICC: Building, Electrical, Mechanical, Plumbing

Highlights:

Mr. Wyatt has approximately 25 years of experience in the construction field in building and engineering/public works projects. He has worked in the capacity of superintended, project manager and construction manager for consulting firms, as well as construction companies. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building). The projects include, but not limited to, construction of new buildings, seismic upgrades, ADA upgrades, TI improvements, site development, roads, parking facilities, utilities, etc. The type of buildings includes community centers, schools, hospitals, warehouses, distribution centers, and various other projects. He managed projects which involved Local Agencies; CA Department of General Services (DGS); CA Department of State Hospitals (DSH); CA Division of the State Architect (DGS); CA Office of Statewide Health Planning and Development (OSHPD).

ROBERT GARCIA, Inspector**Education**

- California State University, Los Angeles, Continuing Education/Public Works Construction Inspection Course; California State University, Sacramento, Water Program/Operation and Maintenance of Wastewater Collection Systems

Highlights:

Mr. Garcia has approximately 30 years of experience, of which 20 years has been working as the City Public Works Inspector for the City of Palmdale. His experience includes inspecting of all types of public works construction project: roadway construction, pavement rehabilitation, signals, grading, storm drains, sewer mains, concrete structures, sidewalks, and gutters. He also worked on county, state and federal funded projects. Mr. Garcia provided public works inspection services to the following Transtech client Cities: City of Hesperia, Public Works Inspector; City of Commerce, Public Works Inspector.

CLEMENTE ELIZALDE, Traffic Signal Inspector**Education**

- San Bernardino Valley College, with a Major in Radio/Television, Communications and Electronics
- Chaffey College, with a major In Industrial Electricity, Motor starters and Operational amplifiers

Registrations/Certifications

- Certified International Municipal Signal Association "IMSA" level III Technician

Highlights

Mr. Elizalde has over 30 years of experience in Traffic Signal Systems inspection, maintenance and installation.

City of San Bernardino, 1985 to 2018, Traffic Signal Maintenance Department, various positions:

- Street Lighting Electrician; Traffic Signal Technician II; Traffic Signals Technician III; Lead-Person for Traffic Signals, Street Lighting and Signs; Street Signal/Lighting and Signs Supervisor

DUANE THAN TUT, Inspector**Education**

- BSLA, University of California at Davis

Registrations/Certifications

- American Society of Landscape Architects (ASLA)
- QWEL

Highlights

Mr. Tut has approximately 25 years of experience. His experience includes working as, Project Manager and Construction Manager on various projects (including regional and international projects) from project inception to closeout. He has prepared from Concept to Construction Administration for public parks throughout California. Highlighted projects are:

- Primrose Park, Temple City, CA. Cost: \$2m; Los Angeles Mission College Baseball and Softball Fields, CA; Streetscape for City of Lomita, CA; North Verdugo Park, Glendale, CA; Pacific Park, Glendale, CA; Santiago Park, Santa Ana, CA: Cost: \$3m; Lions Park, Costa Mesa: Cost: \$1m; Brio Park & Oeste Splash Pads, City of La Habra, CA; Concept for Norm Ross Sports Complex, City of Stanton, CA for Prop 68 funding City CIP program including managing consultant contracts.

JAMES PAGANI, DSA Certified Accessibility Specialist, CHST, Inspector**Education**

- BA, Goucher College

Registrations/Certifications

- BCSP Constr. Health and Safety Technician; CalOES SAP Evaluator; DSA Certified Accessibility Specialist; FEMA Training: IS-3, IS-100.PWb, IS-200.b, IS-325, IS-552, IS-556, IS-700.a, IS-800.a, IS-803, IS-806, IS-809, IS-907; ICC: Building, Electrical, Mechanical, Plumbing; OSHA 30 Hour Trained

Highlights

Mr. Pagani has approximately 15 years of experience in public works construction management and inspection. Mr. Pagani has thorough knowledge and understanding of construction both on the jobsite and in the office, experience working with the various trades, designers, and managers of many different types of projects. Examples of his project experience as Public Works Inspector/Construction Manager includes: City of Rialto, Public Works Encroachment Permit Inspections; City of South El Monte, Public Works Encroachment Permit Inspections; Primrose Park Improvements, City of Temple City; FY 20/21 Pavement Rehab, City of West Covina; Previous Experience -Koury Engineering, Combination Inspector.

BRIAN CERVANTES, EIT, MBA, On-site Support, Associate Eng., Project Management, Inspection, Permits, Office Engineer**Education**

- BS Civil Engineering, Cal Poly Pomona, MBA

Highlights

Mr. Cervantes has approximately 6 years of experience in Public Works Engineering, and Transportation and Traffic Engineering. He works in the Public Works Department/City Engineering at Transtech's client Cities assisting City Engineers and Public Works Directors. He also serves as Office Engineer on construction projects and assists Resident Engineers and Construction Managers with contract

administration, document control, contract compliance.

ANTONIO GUIRADO, EIT, Associate Engineer



Education

- BS in Civil Engineering, CalPoly

Registrations/Certifications

- EIT

Highlights

Mr. Guirado has 3 years of experience. Mr. Guirado assists the Public Works permit counter in permit issuance and inspections for Transtech's client cities. He also assists Traffic Engineers with technical report writing, diagram and conceptual plan preparation, field data collection for traffic investigations, and other daily traffic related tasks.

SR. STAFF MEMBERS - ADVISORY, WHEN NEEDED		CALTRANS Coordination
TERRY RODRIGUE, PE, TE, Sr. Engineer		ALI ZAGHARI, PE, PMP, Sr. Engineer
 <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Founder of Interwest Consulting. Sold Interwest to Safe-Built appr. 6 years ago. Recently joined Transtech as a Principal ✓ Served as Contract City Engineer, PW Director for several cities 		 <ul style="list-style-type: none"> ✓ 35 yrs of experience ✓ Prior experience includes working for Caltrans Distr 7, Transp. Management at various capacities, including as Dep. Distr. Dir, Traffic Ops
RAY CASEY, PE, Sr. Engineer		Public Relations, Coordination with LA County
 <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Prior experience includes working for public agencies as City Engineer, PW Director, City Manager 		PAMELA MANNING, Public Relations, Coordination with LA County  <ul style="list-style-type: none"> ✓ 25 yrs of experience ✓ Former LA County, Strategic Bus Relations Manager, Chief Fleet Manager, Employee Health and Safety Manager
JOHN OSKOUI, PE, Sr. Engineer		Governmental Affairs Manager
 <ul style="list-style-type: none"> ✓ 30 yrs of experience ✓ Prior experience includes working for public agencies as City Engineer, PW Director 		RAFAELA DIAZ, Project Manager  <ul style="list-style-type: none"> ✓ 15 yrs of experience working in a combination of governmental/public affairs, engineering, and regulatory roles. Very active in civic engagement and holds the VP position on the Executive Board of Directors for ELLAS, Embracing Latina Leadership Alliances
MELISSA DEMIRCI, Principal	Transtech has a large pool of well-experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner . Our team resources include approximately 250 professionals , including engineers, project managers, designers, construction managers, inspectors, traffic and transportation analysts, plan checkers, building officials, permit technicians, support personnel.	
 <ul style="list-style-type: none"> ✓ 15 yrs of experience ✓ Principal, Municipal Services 		

3. Company Qualifications

3.1. TRANSTECH (PRIME CONSULTANT)

Company Profile:

Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for 36 years** and is **providing municipal services to approximately 90 public agencies**.

Large Pool of Staff with Diversified Experience:

Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Our staff and resources include **approximately 250 professionals**, including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

Experience in Working with Public Agencies/Cities:

We have extensive **experience working with Public Agencies/Cities in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members are former City Engineers, Public Works Directors.** One of the **unique qualifications** of Transtech is that we serve public agencies as **municipal contract service providers**, including **Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner and in other capacities**.

Our multi-disciplinary service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- CIP Program and Project Management
- Construction Management and Inspection
- Federally Funded Project Management
- Labor Compliance
- Staff Augmentation
- Grant Writing
- CDBG Project Management
- Emergency Support Services

We have experience in a variety of projects, such as:

- Street Rehabilitation and Reconstruction
- Traffic Signals
- Street Lighting
- Water, Drainage, Sewer Improvements
- Utilities
- ADA Improvements
- Bridges Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Police Stations
- Parks and Playgrounds

Experience with METRO:

We **work with METRO** on a number of projects. Currently, we are managing 710 Mobility Improvement Projects for the Cities of Alhambra and Rosemead, which has total funding of approx. \$250m.

Experience with Caltrans:

Our team includes **experienced staff members who have worked for Caltrans** and are intimately familiar with the standards and procedures, project development and approval process, and requirements.

Experience with County of Los Angeles:

We **work and coordinate with LA County** on a number of projects. We are also one of the B&S service consultants for the County. We also coordinate with the County Fire Department, and Sheriff's Department.

Experience in Federally Funded Projects:

We have extensive **experience in the management and administration of federally funded projects**. In the past few years, we have managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures Manual (LAPM).

Experience in Grants:

Our team has **proven track record in obtaining outside grants for its client cities**. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities.

Experience in Design-Build Projects:

We have **extensive experience in Design-Build Projects** (California Public Contract Code, Part 3. Contracting by Local Agencies; Article 4. Cities; CHAPTER 4. Local Agency Design-Build Projects).

3.2. SUBCONSULTANTS

Transtech may use specialty subconsultants for the following specialty services:

- **Geotechnical Engineering Support, GEO-ADVANTEC, Inc.; www.geoadvantec.com**: Geo-Advantec offers comprehensive services in various areas from site feasibility evaluation thought project completion for a wide range of projects and services, which include: Geotechnical Eng.; Eng. Geology; Geotechnical Earthquake Eng.; Geotechnical Instrumentation; Pavement Eng.; Forensic Geotechnical Eng.; Grading Monitoring and Field Testing; Soils & Materials Laboratory Testing; Special Inspection Services. Geo-Advantec owns a certified laboratory accredited by AMRL (ASSHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740 and ASTM E329; CCRL (Cement and Concrete Reference Laboratory); Caltrans; DSA (the Department of the State Architects); Army Corp of Engineers.
- **Landscape Architecture Support, WITHERS & SANDGREN, LTD; www.withersandsandgren.com**: Withers & Sandgren has been involved in providing varying levels of support to Community Development Departments for over twenty years. The firm has provided counter support for walk in plan reviews, been monthly Design Review Committee attendees, as well as presenters with planning staff to Planning Commissions and City Councils.
- **Funding / Labor Compliance & Grant Writing Support, AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co**
Established 15 years ago, Avant-Garde is a progressive full-service public agency firm. The firm is working with various programs and projects throughout the entirety of Southern California, including counties of Los Angeles, Riverside, Orange, and San Bernardino. Transtech works with Avant-Garde exclusively in many Cities for the administration of Fed Funds, Labor Compliance and Grant Writing.
- **Survey Support, VANLENCO, Inc.; www.vanlenco.com**: Vanlenco offers topographic surveying, mapping, terrestrial lidar, UAV services and right-of-way engineering. Vanlenco has been working as one of Transtech's subconsultants and providing support services on many projects.
- **Environmental Consulting Support, ULTRA SYSTEM, Inc. (DBE/WBE Firm); www.ultrasytems.com**: UltraSystems was established in 1994 as a consulting practice specializing in the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and to assist private industry and governmental agencies navigate environmental regulations. The firm prepares and reviews CEQA and NEPA compliance documents and supporting technical studies
- **Architectural Consulting Support, IDS GROUP, Inc.; www.idsgi.com**: IDS Group is an award-winning multi-discipline architectural firm based in Southern California. IDS has successfully provided turn-key design and management solutions to the building and infrastructure industries with state-of-the-art sustainable projects throughout the United States.

Transtech has worked with all of the above subconsultants on various projects.

4. References

CITY OF ROSEMEAD	(Year started and completed: 2022 – Ongoing Service)
Contact:	Ben Kim, City Manager T: 626-569-2169; E: bkim@cityofrosemead.org
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Plan Check
CITY OF SOUTH EL MONTE	(Year started and completed: 2018 – Ongoing Service)
Contact:	Rene Salas, City Manager T: 626-579-6540, E: rsalas@soelmonte.org
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Plan Check
CITY OF ALHAMBRA	(Year started and completed: 1993 – Ongoing Service)
Contact:	Andrew Ho, Community Development Director T: 626-570-5041; E: andrewho@cityofalhambra.org
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)
CITY OF MONTEREY PARK	(Year started and completed: 2013 – Ongoing Service)
Contact:	Shawn Igoe, Director of Public Works T: 626-307-1320; E: sigoe@MontereyPark.ca.gov
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)
CITY OF COMMERCE	(Year started and completed: 2015 – Ongoing Service)
Contact:	Ernie Hernandez, City Manager T: 323-722-4805; E: ehernandez@ci.commerce.ca.us
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

Please see attached few reference letters.

MAYOR:
STEVEN LY

MAYOR PRO TEM:
MARGARET CLARK

COUNCIL MEMBERS:
SANDRA ARMENTA
SEAN DANG
POLLY LOW



City of Rosemead

8838 E. VALLEY BOULEVARD
ROSEMEAD, CALIFORNIA 91770
TELEPHONE (626) 569-2100
FAX (626) 569-2303

December 2, 2024

RE: Transtech Engineers, Inc. – Letter of Recommendation

To whom it may concern,

It is my pleasure to provide this letter of reference for Transtech Engineers, Inc., a firm that has become a vital partner to the City of Rosemead. Their professionalism, technical expertise, and unwavering commitment to excellence have been instrumental in supporting our City's infrastructure, operations, and community services in both the Public Works and Community Development Departments.

Transtech provides comprehensive City Engineering and Building and Safety services to Rosemead, which include roles such as Building Official, Plan Check, Building Inspection, Public Works Engineering, Traffic Engineering, CIP Management, Construction Management, and Grant Writing and Administration. In addition, they support the City with as-needed professional services like project planning, design, management, and inspection.

Their contributions to our Capital Improvement Program (CIP) have been remarkable, helping us complete a variety of projects ranging from infrastructure upgrades to park enhancements and pavement rehabilitation. Transtech's ability to guide projects from concept to completion, while ensuring compliance with all technical and regulatory requirements, has been invaluable.

Their Building and Safety team consistently demonstrates their expertise through efficient plan reviews, thorough inspections, and responsive customer support. By integrating modern solutions such as an electronic portal and providing counter services, Transtech has streamlined our processes and ensured accessibility for residents, applicants, and businesses.

What sets Transtech apart is their strategic approach to securing funding for key City projects. Their efforts have resulted in substantial grant awards, including over \$100 million for the 710 North Corridor Mobility Improvements Project. These achievements are a testament to their ability to deliver results that align with the City's goals and priorities.

Transtech's team has always been approachable, responsive, and deeply committed to serving the Rosemead community. Whether collaborating with City staff or interacting with residents, their professionalism and dedication shine through in every aspect of their work. They have truly become an extension of our City team, ensuring that our shared vision for Rosemead's growth and development becomes a reality.

Additionally they have been great community partners in supporting various community related events and initiatives that are important to the City such as backpack giveaway for the youth, participating in school initiatives, and more.

Based on my experience, I highly recommend Transtech Engineers, Inc. Their expertise, dedication to quality, and focus on customer service make them an outstanding partner for any city or organization.

Sincerely,

Ben Kim
City Manager



CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540* FAX (626) 579-2107

December 3, 2024

In South El Monte, we value partnerships that reflect our community's commitment to collaboration, dedication, and progress. Transtech Engineers, Inc., a trusted partner since 2016, embodies these qualities in their work with our City, providing expertise and proactive solutions that support our Public Works and Community Development Departments.

Transtech delivers comprehensive City Engineering and Building and Safety services, including City Engineer, Traffic Engineer, Building and Safety, CIP Project Management, Public Works Engineering, Construction Management, Grant Writing and Administration, and as-needed professional services. Their seamless integration into City operations has allowed us to provide exceptional services to residents and businesses.

As part of the City's Capital Improvement Program (CIP), Transtech provides turn-key project management from inception to construction. Their team has successfully delivered complex projects, including pavement rehabilitation, traffic signal improvements, sidewalks, parks, and facilities enhancements. With a focus on quality and community impact, they ensure projects are completed efficiently, on schedule, and within budget, while securing funding and maintaining regulatory compliance.

Transtech has also secured millions in funding and delivered transformative projects such as HSIP and ATP initiatives, improving traffic safety, accessibility, and infrastructure throughout South El Monte.

Their Building and Safety team excels in plan check services, ensuring compliance with all applicable codes and regulations. Through timely reviews, responsive counter support, and modern tools like an electronic portal, Transtech has made the process efficient and accessible for residents, businesses, and developers.

Beyond their technical expertise, Transtech actively engages with the community, supporting events, youth programs like Harvard Day, and organizations through partnerships with the Chamber of Commerce. Their dedication to fostering strong connections reflects their genuine commitment to South El Monte's well-being.

Transtech's focus on quality, timeliness, and customer service has strengthened our ability to meet the needs of our growing community. I confidently recommend Transtech Engineers, Inc. Their dedication to excellence and community engagement continues to make a lasting impact in South El Monte, and I am certain they would be an invaluable asset to any organization.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rene Salas".

Rene Salas, City Manager

City of Alhambra

Community Development Department



*Gateway
to the
San Gabriel Valley*

111
South First Street
Alhambra
California
91801

December 4, 2024

To Whom It May Concern,

It is my privilege to provide this letter of reference for Transtech Engineers, Inc., who have been a cornerstone in supporting the City of Alhambra's Building and Safety operations for nearly 30 years. Their dedication to quality, professionalism, and responsiveness has made them an essential partner in our efforts to deliver exceptional services to our community.

As the Community Development Director, overseeing the Transtech's Building and Safety operations, I have had the opportunity to work closely with Transtech's team, and their contributions are nothing short of outstanding. They manage a wide range of responsibilities, including the roles of Building Official, Permit Technician, Building Inspector, and Plan Check/Review, all of which they execute with precision and care. Their ability to handle complex tasks while maintaining exceptional customer service is a testament to their expertise and commitment.

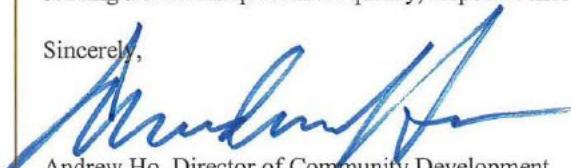
One of Transtech's greatest strengths is their ability to balance technical excellence with a personal touch. They consistently demonstrate a deep understanding of the City's needs, offering thoughtful solutions and clear communication that builds trust with both City staff and the public. From navigating intricate code compliance issues to ensuring efficient plan review processes, Transtech's team approaches every challenge with professionalism and a focus on collaboration.

Over the years, their support has extended far beyond Building and Safety operations, contributing to our Public Works and Community Development Departments through their expertise in CIP Management, Traffic Engineering, Grant Administration, and more. This versatility has been instrumental in helping Alhambra achieve its goals while maintaining the highest standards of service.

I have seen firsthand the positive impact of Transtech's work, from satisfied residents and business owners to streamlined internal processes that benefit the entire City. Their professionalism, reliability, and dedication to our community make them a trusted partner we are proud to work with.

It is with confidence that I highly recommend Transtech Engineers, Inc. to any organization seeking a team that prioritizes quality, responsiveness, and community care.

Sincerely,


Andrew Ho, Director of Community Development

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov



City Council
 Henry Lo
 Vinh Ngo
 Jose Sanchez
 Thomas Wong
 Elizabeth Yang

City Clerk
 Maychelle Yee

City Treasurer
 Amy Lee

December 23, 2024

I am pleased to provide this letter of reference for Transtech Engineers, Inc., a trusted partner to the City of Monterey Park since 2013. Their comprehensive services and collaborative approach have made them an invaluable extension of our staff, working closely with department directors to serve our community effectively.

Transtech provides a wide range of services, including City Engineering, Traffic Engineering, Building Official duties, Building Inspection, Plan Check, CIP Management, Grant Writing and Administration Support, and General Engineering. Their expertise has been instrumental in managing complex projects and delivering unique city initiatives.

Notably, Transtech has been especially helpful in expediting the delivery of the City's CIP projects. This includes serving as the project and construction manager for numerous city projects, including parks, playgrounds, pavement rehabilitation, ADA projects, and water and sewer upgrades throughout the City. They have also been instrumental in securing substantial funding allocations for critical transportation infrastructure improvements. Their Building and Safety team, led by the Building Official, has been integral in ensuring that plan checks, inspections, and permitting processes are conducted quickly, efficiently, thoroughly, and in full compliance with applicable codes and standards. The use of an electronic portal and counter support has further streamlined these processes, ensuring excellent customer service for residents, applicants, and businesses.

Transtech remains customer service-oriented and professional in all its interactions with City Staff, the public, applicants, and residents. They are highly responsive to the City's and the community's needs, providing excellent service and fostering trust with those they work alongside.

Their professionalism, reliability, and proactive approach extend across all work areas. Whether managing large-scale CIP projects or providing essential Building and Safety services, Transtech consistently delivers quality results that meet and exceed expectations. Their professionalism, reliability, and proactive approach have made an impact on our operations and the community we serve.

Transtech goes above and beyond its technical services, continuously participating in and supporting many community events and activities in the City.

I am very confident in recommending Transtech Engineers, Inc. Their professionalism, dedication to customer service, and ability to deliver results make them an outstanding partner for any city or agency.

Sincerely,

Inez Alvarez
 City Manager

Pride in the Past • Faith in the Future



CITY OF COMMERCE

Vilko Domic
Assistant City Manager

December 2, 2024

To Whom It May Concern,

It is with great enthusiasm that I provide this letter of reference for Transtech Engineers, Inc., a trusted and integral partner to the City of Commerce since 2003. Transtech's extensive expertise and collaborative approach have made them an essential extension of our staff at City Hall, working closely with department directors to meet the evolving needs of our community.

Transtech provides a comprehensive suite of services, including Building & Safety, Plan Check, Inspection, City Engineering, Traffic Engineering, CIP Management, Construction Management and Inspection, Federally Funded Project Management, Grant Writing, Engineering Design, Public Works Permit Inspections, Map Check, and Planning Support.

A significant contribution from Transtech is their leadership in managing the City's Capital Improvement Program (CIP), overseeing projects from initial conception through to completion. Their team excels at handling all aspects of project management, ensuring efficiency, quality, and compliance with funding requirements.

Several projects managed by Transtech have been recognized as Project of the Year by the American Public Works Association (APWA). These accolades underscore the exceptional quality and transformative impact of their work. Projects like the Washington Boulevard Roadway Widening and Reconstruction and the Atlantic Boulevard Corridor Improvement Project demonstrate their ability to successfully manage large-scale, federally funded initiatives that enhance mobility, safety, and the overall quality of life in Commerce.

One of Transtech's standout achievements has been transitioning the City's Building and Safety Services from Los Angeles County to a fully in-house operation. This seamless transition included establishing key services such as Building Official, Plan Check, Permit Technician, and Inspection Services, ensuring continuity of service and a more tailored approach to the needs of our residents and businesses.

Transtech's commitment to customer service and community engagement sets them apart. Their team consistently delivers high-quality work with professionalism and a deep regard for fostering positive relationships with City staff, residents, and stakeholders. Their responsiveness, attention to detail, and proactive communication have strengthened the City's ability to deliver exceptional service.

Transtech Engineers, Inc. remains an invaluable partner for the City of Commerce. Their dedication to quality, innovation, and collaboration has greatly contributed to our City's growth and success. I highly recommend their services to any organization seeking a professional, community-focused team that goes above and beyond to meet expectations.

Sincerely,

Vilko Domic
Assistant City Manager

2535 Commerce Way • Commerce, California 90040 • (323) 722-4805 • FAX (323) 726-6231 • www.ci.commerce.ca.us

5. City's Standard Contract Services Agreement

If selected by the City for this project, we will appreciate the opportunity of having our Attorney discuss the final contract language to ensure our insurance is in compliance with current laws and regulations and meets the City's requirements with the City's Attorney.

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

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

A. → CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standard the skill and care exercised by members of CONSULTANT's profession under similar circumstances. ¶

F. → Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry the skill and care exercised by members standards of CONSULTANT's profession under similar circumstances. ¶

2.8. COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with:

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result. ¶

III. ¶ INSURANCE ¶

B. → Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form ¶ Number CA-0001 covering Automobile Liability, Code Symbol 1 (any auto), unless CONSULTANT does not own any autos, in which case Symbols 8 (hired auto) and 9 (non-owned auto) will be accepted. → Such ← Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage. ¶

→ Add: Cyber if Cyber applies (insurance): Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's ¶

A. → profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. ¶

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

IV.¶ INDEMNIFICATION¶

4.2. **Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall **immediately** defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature **to the extent** arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection **does not include an upfront duty to defend as set forth in section 2778 of the California Civil Code. Rather, CONSULTANT shall reimburse the CITY Indemnitees reasonably incurred defense fees and costs to the extent they arise out of CONSULTANT's negligence, recklessness or willful misconduct or as the parties otherwise agree in settlement.** CONSULTANT's obligation to indemnify applies **except to the extent that it is finally adjudicated that the liability was caused by the active negligence, recklessness or sole willful misconduct of an the CONSULTANT indemnified party.** If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's.¶

4.6. CONSULTANT agrees to obtain, execute, indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged **intentional**, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement, **to the same extent as set forth in Sections 4.2 or 4.3, as applicable.** Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.¶

Section Break (Continuous)

VI.¶ MISCELLANEOUS PROVISIONS¶

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

6. City's Standard Insurance Requirements

Following is Transtech's current Insurance Certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

CONTACT
NAME: Sandy Peters
PHONE
(A/C, No. Ext): 626-696-1901
E-MAIL
ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty and Surety Co of America	31194
INSURER B: Travelers Property Casualty Company of America	25674
INSURER C: The Travelers Indemnity Company of Connecticut	25682
INSURER D: HARTFORD INSURANCE COMPANY	38288
INSURER E:	
INSURER F:	

License#: 6003745

TRANENG-09

INSURED
Transtech Engineers, Inc.
909-595-8599
13367 Benson Ave
Chino CA 91710-3009

COVERAGEs

CERTIFICATE NUMBER: 1822680155

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/>	Y	6805H737478	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	Contractual Liab Included	<input type="checkbox"/>					
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC OTHER:	<input type="checkbox"/>					
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY NoOwnedAutos	<input type="checkbox"/>	Y	BA3R067451	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/>	Y	CUP4F17434A	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/>					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	57WEGAA508A	9/1/2024	9/1/2025	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			107328311	12/31/2024	12/31/2025	Per Claim Aggregate Limit \$ 2,000,000 \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Professional Liability is E&O Liability.
The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.

Re: All Operations of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice will be sent to holder

SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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7. Other Information

EXAMPLES OF PROJECTS:

Transtech has experience in various types of projects, such as:

- Street Rehabilitation and Reconstruction
- Traffic Signal and Street Lighting
- ADA Improvements
- Water, Drainage, Sewer Improvements
- Bridges
- Parks and Playgrounds
- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Renovation of Historic Buildings

Few examples are listed below:

- Since 2013, Annual Street Rehab Program, City of Temple City (\$15M)
- Since 2019, Annual Street Rehab Program, City of West Covina (\$10M)
- Since 2018, Annual Street Rehab Program, City of South El Monte (\$3M)
- Since 2018, Annual Street Rehab Program, City of Cudahy (\$5M)
- Since 2015, Annual Street Rehab Program, City of Commerce (\$24M)
- Since 2019, Annual Street Rehab Program, City of Maywood (\$2M)
- FY 20/21 Annual Street Rehab Project, City of Placentia (\$4.5M)
- Riverside Dr Street Rehab Project, City of Chino (\$7.5M)
- El Prado Rd Reconstruction Project, City of Chino (\$3M)
- Roadway Improvements at Brewster, Agnes, Alberta, First, Franklin, City of Lynwood, (\$7M)
- 30 HSIP and ATP Projects for various Cities (Fed. Funded) (\$30M)
- 20 CDBG Projects for various Cities (Fed Funded) Projects (\$20M)
- Cactus/Nason Street Impr. and 135' Span Bridge Project, City of Moreno Valley (SLPP Funded) (\$20M)
- Rte 71/Mission Bl Grade Separation Project, City of Pomona/Caltrans Oversight (Fed. Funded) (\$25M)
- Primrose Park, City of Temple City (State Prop 68 Funded) (\$4M)
- Almansor Park Improvements Project, City of Alhambra (CDBG Funded) (\$2.5M)
- 2 Fire stations and Fire Admin building City of Ontario (\$72M)
- 3 parking structures, City of Ontario (DB Delivery, \$74M)
- City Hall Structural Upgrades and Rood Replacement, City of Temple City (\$4M) Rosewood Community Center, City of Commerce (\$25M)
- Civic Center Library, City of Alhambra (\$30M)
- RCTC Corona-Main Metrolink Parking Structure (Fed. Funded) (\$25M)
- San Bernardino Santa Fe Metrolink Parking Structure and Historic Santa Fe Depot Renovation (\$25M)

EXAMPLES OF STREET IMPROVEMENTS/INFRASTRUCTURE (TYPE A-ENGINEERING) PROJECTS:



Merced Avenue Greenway Improvements Phase I (\$12M): The project is located in the City of South El Monte. Transtech provided CM/CI/Resident Engineer, Inspector, Office Engineer Services. The project included:

- Installation of Low Impact Development (LID) and (BMPs) within the street right-of-way that slow, capture, treat, and infiltrate storm water runoff.
- Roadway resurfacing, reconstruction of concrete curb ramps, sidewalks, curb, and gutter.

The project also included outside funding, is managed in compliance with Caltrans Local Assistance Procedures Manual (LAPM).

The work included close coordination with utility companies due to extensive undergrounding work as well as public relations with business and residents.



Washington Boulevard Widening and Reconstruction Project (\$40M): Transtech provided CM/CI/Resident Engineer, Inspector, Office Engineer Services. The project included widening and reconstruction of 2.7 miles of Roadway, Traffic Signals, Street Lighting, Landscape, Improvements at I-5 and at 710 Freeways ramps. The project was federally funded and was managed in compliance with Caltrans Local Assistance Procedures Manual. The project was also a Caltrans Oversight Project.



Rosemead Boulevard Improvements Project (\$20M): Located in the City of Temple City, this was a Federally Funded project. Funding also included METRO Measure R and Prop C Funds. Transtech provided Project, Program, Construction Management, Resident Engineer, Inspection, Federal Compliance, Labor Compliance and Office Engineer Services. The project included protected bike lanes, widening and reconstruction of 2 miles of roadway.



Atlantic Boulevard Corridor Improvement Project (\$20M): This was a Federally Funded project in the City of Commerce. Transtech provided turnkey services included construction management, resident engineer, inspection, office engineer, and funds coordinator. The project was a major street reconstruction and beautification project along Atlantic Boulevard which improved mobility for pedestrians, trucks, and vehicles as well as provided corridor beautification with landscaped medians and other elements.



Rte 71/Mission Bl Grade Separation Project (\$40M): This project was a Federally Funded project located the City of Pomona and included construction of a bridge/grade separation. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. Caltrans was the oversight/jurisdictional Agency.



Bogert Trail Bridge Widening Project (\$5M): Located in the City of Palm Springs, this project was a Federally Funded project. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services. The project involved bridge widening, retrofit, and beautification elements.



26th Street Rehab and Metrolink Station (\$1M): This project was Federally Funded in the City of Commerce and included rehabilitation of 26th Street, and Metrolink Station parking lot rehab, station platform improvements, landscape and lighting. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.



ATP Citywide Crosswalk and Pedestrian Safety Improvement Project (\$1.2M): Located in the City of Cudahy, this project included safe routes to school pedestrian safety improvements near schools and pedestrian activity centers. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.



Middleton Street Elementary School Safe Routes to School Improvements Project (\$500K): Located in the City of Huntington Park, this project was part of the Safe Route to School program and included pedestrian safety improvements, bulb outs, ADA compliant PCC curb ramps, sidewalk improvements, updated signage, striping and markings. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.

EXAMPLES OF VERTICAL (TYPE B-BUILDING) PROJECTS:


Program Manager, Owner Rep, PM, CM services for various Projects in the City of Ontario:

✓ 2 Fire stations (DBB Delivery, \$40M)

- 1st FS completed, 2nd FS scheduled for completion by August 2025;

✓ Fire Admin Building (DBB Delivery, \$32M, scheduled for completion by May 2026);
✓ 3 parking structures (DB Delivery, \$74M)

- 1st PS completed, 2nd PS scheduled for completion by August 2025, 3rd PS scheduled for completion by September 2026)

City of Whittier, Uptown Parking Structure (\$12M): The project involved construction of a 4 story, 450 stall parking structure, and includes elements such as bicycle and motorcycle parking and provisions for future photovoltaic panels. The project was delivered as DBB. Transtech served as Construction Manager. This project is located in Whittier.

Renaissance Plaza (\$15M): This project is located in the City of Alhambra and included a parking structure, 10 plex movie theater, retail, and plaza. Transtech served as the City's Building Official, Plan Checker and Inspector for this project including construction manager of the parking structure, public plaza, and other improvements.

Rosewood Community Center (\$25M): Transtech was retained by the City of Commerce to take over the management of this multimillion-dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the city to start the move-in process, and 2 months after, the facility was opened for public use.

City of Ontario, C-Block Parking Structure (\$13M) (DB Delivery): Transtech provided project and construction management, and owner representative services. The project included construction 5 level, approximately 400 space parking structure

Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge (25M): This project is in Corona and included 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over railroad tracks. Transtech provided inspection and construction management services for the construction of this federally funded project.

City of Alhambra Civic Center Library Project (\$30M): Transtech provided plan check, inspection, construction management, and owner representative services, the project included construction of a 45,000 SF Library with an underground parking garage.

City of San Bernardino Santa Fe Depot/Metrolink Parking Structure and Historic Santa Fe Depot Renovation Project (\$25M): This project included The Parking Structure involved the construction of a 3-level parking structure for 350 cars. Historic Santa Fe Depot Renovation involved renovation for adoptive reuse of 60,000 sf historical Santa Fe Train Depot.

EXAMPLES OF PARK PROJECTS:



Ontario Great Park DB (Design-Bid-Build Project). (\$45M): Project is being delivered under DBB delivery. Transtech is City's PM/CM



City of Temple City, Primrose Park (\$4M, Prop 68 Funding): Project included constructing a new park with playground, landscaping, parking lot, concrete plaza, lighting, drainage, ADA.



City of Monterey Park, Citywide Parks Improvement Project (\$6.5M): Project included playground, picnic shelters, benches, ADA at 13 parks.



City of Commerce/Caltrans, I-5 Freeway/Washington Bl SB on and off Ramps Landscape Improvements (\$3M, Federally Funded): Project included, Landscape, Improvements at I-5 and at 710 Freeways ramps.



City of Alhambra, Almansor Park Improvements Project (\$2.5M): Project included basketball courts, restroom facilities, shade structure, drainage systems, lightings, landscaping, walkways.



City of Cudahy, Soccer Field and Park Improvements Project (\$2M, CDBG Funded): Project included new soccer field with artificial turf, landscaping, parking lot, concrete plaza, lighting, drainage, ADA.



City of Huntington Park, Salt Lake Park Splash Pad Project (\$1M): Project included installation of splash park.



City of Fontana, South Fontana Park (\$15M): Project included an 18-acre park with 4 artificial turf soccer/football fields, sports lighting, playground/tot lot, walking path,



City of Temple City, Pocket Park/Parking Lot Impr Project (\$1M): Project included new park/parking lot, trellis, landscaping, drainage, lighting.

EXAMPLES OF WATER, SEWER SD PROJECTS:

Project Name: State Street Water Treatment Facility Project (SRF/State Funded) (WA-212)

Project Owner: City of Chino

Project Cost: \$34.0m

Project includes construction of a centralized water treatment plant (WTP) at the City's Reservoir 5 and Well 14 sites located on State Street and Benson Ave in the City of Montclair. The proposed project is anticipated to include cartridge filters, GAC, IX, and chlorination equipment for a total treatment capacity of 4,000 gpm. In addition, the project includes a 3,800 LF brine disposal pipeline connecting to the Non-recoverable Waste System operated by IEUA and LA County Sanitation, a connection to the City of Montclair sewer system, and a 7,000 LF raw water transmission main from Well 12 to the State Street site.

Services Provided: Project management.

Project Name: Well 17 Equipping Project (WA-214)

Project Owner: City of Chino

Project Cost: \$4.0m

Project includes construction of water treatment equipment at City owned Well 17 facility, and related work.

Services Provided: Project management.

Project Name: Central Avenue and Dupont Avenue Water Mainline Replacement Project

Project Owner: City of Chino

Project Cost: \$4.5m

Project includes construction of new water mainline (6" to 18" PVC), service laterals, manholes, meters, valves and related waterline appurtenances, roadway rehabilitation, signage and striping improvements.

Services Provided: Project management and construction management.

Project Name: Eastside Water Treatment Facility (EWT) Expansion Project (SRF/State Funded) (WA-19C)

Project Owner: City of Chino

Project Cost: \$15m

Project includes the expansion of the treatment capacity at the EWT from 3,500 gallons per minute (gpm) to 7,000 gpm which includes pre-filters, Granular Activated Carbon (GAC) vessels, and an ion exchange system, construction of dual brine pipelines to convey the brine waste resulting from the treatment process from the EWT to a lateral connecting to the Santa Ana Watershed Protection Agency's Inland Empire Brine Line (IEBL).

Services Provided: Project management.

Project Name: Eastside Water Treatment Facility (EWT) Offsite Brine Discharge Line Project (WA-19C)

Project Owner: City of Chino

Project Cost: \$4.3m

Project includes the construction of offsite dual brine pipelines to convey the brine waste resulting from the treatment process from the Eastside Water Treatment Facility to a lateral connecting to the Santa Ana Watershed Protection Agency's Inland Empire Brine Line (IEBL). The lateral is owned and operated by the Inland Empire Utilities Agency (IEUA).

Services Provided: Project management.

Project Name: Water Improvement at Nocolet, Cottonwood, George, 12th & 14th St

Project Owner: City of Banning

Project Cost: \$1.7m

Project includes construction of 5,000 linear feet water main (4" to 12" DIP), service laterals, manholes, meters, valves and related waterline appurtenances, roadway rehabilitation, signage and striping improvements.

Services Provided: Project management, construction management, construction inspection.

Project Name: Azusa Avenue Lift Station Construction

Project Owner: City of West Covina

Project Cost: \$4.5m

Project includes construction of a lift station on Azusa Avenue, and related appurtenances.

Services Provided: Project management.

Project Name: Street, Water, Sewer Improvements on Agnes Avenue

Project Owner: City of Lynwood

Project Cost: \$1.5m

Project includes construction of 2,200 linear feet water main (4" to 12" DIP), service laterals, manholes, meters, valves and related waterline appurtenances, roadway rehabilitation, signage and striping improvements.

Services Provided: Project management, construction management, construction inspection.

Project Name: Brewster Avenue Water Main Improvements

Project Owner: City of Lynwood

Project Cost: \$1.5m

Project includes construction of new water main (12" DIP), service laterals, manholes, meters, valves and related waterline appurtenances, roadway rehabilitation, signage and striping improvements.

Services Provided: Project management, construction management, construction inspection.

Project Name: Water Improvements at Alberta, First, Franklin Streets

Project Owner: City of Lynwood

Project Cost: \$1.5m

Project includes construction of 5,000 linear feet water main (6" to 8" DIP), service laterals, manholes, meters, valves and related waterline appurtenances, roadway rehabilitation, signage and striping improvements.

Services Provided: Project management, construction management, construction inspection.

EXAMPLES OF BUILDING AND SAFETY PROJECTS:**Agency: CITY OF ALHAMBRA**

Project: Main Street Collection (Valuation \$23 m). This development includes 4-story mixed-use project with 8,200 s ft retail space, 52 condos, 9 live/work units, 19 townhomes, and 6 shopkeeper units.

Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services. (Transtech also serves as City's Contract City Engineer, City Traffic Engineer)

**Agency: CITY OF ONTARIO**

Project: City's Minor League Baseball Stadium and Parking Garage Project (Valuation \$100 M).

Transtech is providing Project Building Official, Plan Check, Inspection, Services.

**Agency: SAN MANUEL BAND OF MISSION INDIANS TRIBE AND CASINO**

Project: Casino Expansion/Development (Valuation \$700 m): This project involves Casino's expansion program, which includes casino renovation, new hotel, entertainment center, parking structure, pedestrian bridges, alignment of entry and exit roads, and various other improvements.

Transtech is providing Building Official, Plan Check, Inspection, Services.

**Agency: CITY OF AZUSA**

Project: The Orchard Mix-Use-Development. (Valuation \$55 m). The project included Mixed-use project including 163 residential units, 23,000 S.F. of retail, Laemmle Theater, and parking garage.

Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services.

**Agency: CITY OF BELL**

Project: Residential Development. (Valuation \$4 m). This development includes new 14 new two-story detached single-family dwellings.

Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services.

**Agency: CITY OF SOUTH EL MONTE**

Project: Chico Residential Development (Valuation \$15 m). This development includes 13 buildings with 70 residential units.

Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services. (Transtech also serves as City's Contract City Engineer, City Traffic Engineer)

**Agency: CITY OF SOUTH PASADENA**

Project: 820 Mission Development LLC (Project Value: \$10M). This project is a new office building with one residential unit above, new 15-unit townhome cluster with office fronting Mission Street with one-level subterranean parking, convert existing 3-story industrial building into 9 residential units, construct 13 townhome units.

Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services.

**Agency: SNOQUALMIE INDIAN TRIBE, WASHINGTON**

Project: Casino expansion (Valuation \$195 m). This development includes 5 phases with 1,188,000 sq ft to include casino remodel, podium, hotel tower, parking structure, valet parking.

Transtech is providing Project Building Official, Plan Check, Inspection, Services.

Agency: TEJON INDIAN TRIBE

Project: Hard Rock Casino and Resort (Valuation Phase I, Casino Valuation \$800 M; Valuation Phase II, 13 Story High-Rise Resort, Hotel and Hard Rock Love Entertainment Menu, \$12. Billion).

Transtech is providing Project Building Official, Plan Check, Inspection, Services.

Examples of Civil Engineering Projects:

- 2016, 2017, 2018, 2019, 2020, 2021, 2022 Annual City-wide Street Rehabilitation Project, City of Commerce: Prepared Design/PS&E as well as provided construction management and inspection services. Cost: \$20m.
- 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 Annual City-wide Street Rehabilitation Project, City of Temple City: Prepared Design/PS&E as well as provided construction management and inspection services. Cost: \$10m.
- 2019, 2020, 2021, 2022 Annual City-wide Street Rehabilitation Project, City of West Covina: Prepared Design/PS&E as well as provided construction management and inspection services. Cost: \$3m.
- Water Improvement Project, Location 2, Nicolet St., Cottonwood Rd., George St., 12th St., 114th St., City of Banning: The project involved installation of new 8" and 12" D.I. watermain, water service laterals, fire hydrant, water meters and other miscellaneous improvements. Cost: \$1.5m.

- Agnes Ave Water and Sewer Improvements, City of Lynwood: The project involved installation of waterline, sewer line, and street rehabilitation, AC reconstruction, concrete improvements. Completed: 2021. Cost: \$3m.
- CSUSB (Cal State SB University) San Bernardino Campus Access Road: Prepared PS&E and provided construction administration for the project. Improvements included approximately 1-mile street, water, landscape, grading, drainage, street lighting and various other improvements. Cost \$5m.
- City of San Bernardino Campus Parkway Roadway Design: Prepared PS&E as well as provided construction management and inspection services for the project. Improvements included street, water, sewer, storm drain, landscape, street lighting, traffic signal, and signing and striping. Cost \$6m.
- Alameda Corridor Agency East (ACE) Rail Grade Crossing Jumpstart Improvement Project: Prepared PS&E for Federally Funded Jump Start Improvement Package #1-Rail Grade Crossing Improvements for Alameda Corridor Agency East (ACE). Project involved 6 agencies and 14 locations in Los Angeles County. Work involved roadway realignment and reconstruction, signalization, traffic control, and construction phasing as well as related improvements such as storm drain, water, sewer landscaping, underground utilities, etc. Cost \$8m.
- Shandin Hills Specific Plan: Provided planning engineering services for the preparation of the Specific Plan and Tentative Map. The project is a proposed 240-acre 1049 dwelling unit community in the City of San Bernardino. Drafted the Specific Plan and prepared the master tentative map.
- Arrowhead Springs Specific Plan (including annexation into the City): Approximately 4,000-acre site at the foothills of San Bernardino Mountains, and includes 1,500 to 2,000 residential units, 1,000,000 square feet of commercial and office space, 199-acre/18-hole public golf course, renovation, and reuse of the historic Arrowhead Springs Hotel with a new 115 room annex, new 300-room hotel, a conference center, 14-acre corporate office area.
- Eagle Bice, Muscupiabe Land Area Infrastructure Master Plan (Devore area in San Bernardino): Drainage, Sewer and Water Master Plan: Approximately 500-acre area for future 1,100-unit master planned community. The project also included a full infrastructure (roadways, storm drain, water, sewer, parks, and utilities) needs and assessment and cost analysis for this future development.
- University of California, Riverside, West Campus Infrastructure: Prepared West Campus Infrastructure Development Design/Study, which identified utility and surface infrastructure requirements, and how these improvements could be phased to accommodate proposed campus growth, for an area of 236.8 acres to support approximately 5 million gross square feet of academic, research, support, and student housing facilities.
- City of San Bernardino Water Projects: Design and construction management of 3500 feet of 20 to 36-inch ductile iron water transmission main in the City of San Bernardino for the development of University Park. Design of over 10,000 feet of 8 thru 12-inch DIP water main for water distribution. Structural arch design for road crossing over the Dept of Water Resources 109-inch Santa Ana pipeline.
- City of Riverside Water Projects: Water distribution analysis and computer modeling for University of California Riverside West Campus expansion infrastructure project.

Attachment - Non-Collusion Declaration

NON-COLLUSION DECLARATION

The undersigned declares:

This Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal submitted by the Contractor is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other entity or anyone else to put in a sham bid or proposal, or to refrain from submitting such bid or proposal. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid or proposal price of the Contractor or any other entity, or to fix any overhead, profit, or cost element of the bid or proposal price, or of that of any other entity. All statements contained in the bid or proposal submitted by Contractor are true. The Contractor has not, directly or indirectly, submitted his or her bid or proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/4/25 at Chino, CA [date], at [city], [state].”

Executed under penalty of perjury on this 4th day of September, 2025 at
Chino CA 91710

Signed: _____

BY: Ahmad Ansari

Print name and title: Ahmad Ansari, PE Principal

CONTRACTOR: TRANSTECH Engineers, Inc.

Submitted To

City of HUNTINGTON PARK

Submitted on *PlanetBids*

Fee Schedule ENGINEERING SERVICES



TRANSTECH

Est. 1989

www.transtech.org
855.595.2495 (toll-free)

Submitted By

TRANSTECH Engineers, Inc.

Contact Person:

Ahmad Ansari, PE, Principal

E: ahmad.ansari@transtech.org

C: 949-702-5612; O: 909-595-8599



TRANSTECH
Est. 1989

September 11, 2025

City of HUNTINGTON PARK
Submitted on PlanetBids

Fee Schedule, ENGINEERING SERVICES

As required, Fee Schedule is submitted separately.

Thank you for the opportunity to submit this Proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Ahmad Ansari, PE, Principal

E: ahmad.ansari@transtech.org; C: 949-702-5612; O: 909-595-8599

City required proposal validity statement: The submittal is valid for 60 days.

As requested, the Fee is submitted on City provided Table below:

City of Huntington Park
Engineering Services

Proposed Fee Schedule

TRANSTECH Engineers, Inc.

Company/Firm Name

City Engineer

Monthly Rate **\$14,400 Please see NOTE 1**

Traffic Engineer

Hourly Rate **\$180 (average rate, licensed TE with min. 10 years experience including experience working for Public Agencies)**

As-Needed Water Engineering

Hourly Rate **\$180 (average rate, licensed PE with min. 10 years experience including experience working for Public Agencies)**

As-Needed Development Engineering

Hourly Rate **\$180 (average rate, licensed PE with min. 10 years experience including experience working for Public Agencies)**

As-Needed Public Works/CIP Project Design, Project Management & Administration, Funding Management, Construction Management, Construction Inspection, And Labor Compliance Services

Hourly Rates Attach the hourly rates for the various classifications that would be billed to the City under this category

Attached

As-Needed Other/Additional Public Works Engineering Services

Hourly Rates Attach the hourly rates for the various classifications that would be billed to the City under this category

Attached

Ahmad Ansari, PE

Print Name

9/11/2025

Signature

Date

NOTE 1: Per Q&A issued by the City, the Fee is based on 80 hrs. per month with 1 day a week physically at the city for 8 hrs, and the other hours are off-site. Proposed City Engineer is licensed PE with min. 10 years experience and have been assigned to serve the role of City Engineer in a California municipality within the past three (3) years.

Monthly Rate is calculated as follows:	City Engineer	80 hrs per month	\$180 Ave hrly rate	\$14,400 Monthly
	TOTAL	80 hrs per month	\$180 Ave hrly rate	\$14,400 Monthly

Transtech's Standard SCHEDULE OF HOURLY RATES for all staff classifications.

TRANSTECH ENGINEERS, INC. SCHEDULE OF HOURLY RATES Rates are effective thru 6-30-2026							
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.							
ENGINEERING			CONSTRUCTION MANAGEMENT				
Field Technician	\$92	-	\$103	Labor Compliance Analyst	\$157	-	\$168
Engineering Technician	\$103	-	\$114	Funds Coordinator	\$163	-	\$174
Assistant CAD Drafter	\$114	-	\$130	Office Engineer	\$157	-	\$168
Senior CAD Drafter	\$130	-	\$147	Construction Inspector	\$152	-	\$163
Associate Designer	\$147	-	\$163	Senior Construction Inspector	\$163	-	\$174
Senior Designer	\$163	-	\$179	Construction Manager	\$185	-	\$201
Design Project Manager	\$206	-	\$217	Resident Engineer	\$201	-	\$217
Assistant Engineer	\$125	-	\$136	PUBLIC WORKS INSPECTION			
Associate / Staff Engineer	\$157	-	\$174	Public Works Inspector	\$152	-	\$163
Senior Civil Engineer	\$217	-	\$239	Senior Public Works Inspector	\$163	-	\$174
Traffic Analyst Technician	\$108	-	\$120	Supervising PW Inspector	\$174	-	\$185
Associate Traffic Analyst	\$163	-	\$174	SURVEY AND MAPPING			
Senior Traffic Analyst	\$174	-	\$185	Survey Analyst	\$163	-	\$168
Professional Transportation Planner	\$185	-	\$201	Senior Survey Analyst	\$168	-	\$174
Traffic Engineer Technician	\$103	-	\$114	2-Man Survey Crew	\$375	-	\$391
Associate/Staff Traffic Engineer	\$157	-	\$174	Survey & Mapping Specialist	\$201	-	\$217
Traffic Engineer	\$185	-	\$201	Licensed Land Surveyor	\$228	-	\$239
Senior Traffic Engineer	\$201	-	\$223	FUNDING & GRANT WRITING			
Project Manager	\$201	-	\$223	Funds Analyst	\$157	-	\$163
Senior Project Manager	\$223	-	\$239	Senior Funds Analyst	\$163	-	\$174
Deputy City Engineer	\$185	-	\$206	Grant Writer	\$179	-	\$185
City Engineer	\$206	-	\$223	Funds & Grant Project Manager	\$201	-	\$212
Principal Engineer	\$223	-	\$244	PLANNING			
BUILDING & SAFETY				Community Development Technician	\$87	-	\$98
Permit Technician	\$81	-	\$92	Planning Technician	\$98	-	\$108
Plan Check Technician/Analyst/Supervisor	\$136	-	\$152	Assistant Planner	\$108	-	\$130
Building Inspector	\$125	-	\$141	Associate Planner	\$130	-	\$152
Senior Inspector	\$136	-	\$152	Senior Planner	\$157	-	\$179
Plans Examiner/Checker	\$152	-	\$168	Planning Manager	\$185	-	\$206
Plan Check Engineer	\$163	-	\$185	ADMINISTRATIVE STAFF			
Deputy Building Official	\$174	-	\$185	Administrative/Clerical	\$76	-	\$87
Building Official	\$179	-	\$195	Project Accountant	\$87	-	\$98

The above fees are increased after effective date, by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

ITEM 5



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 28, 2025

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

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL SERVICES PROFESSIONAL SERVICES AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Professional Services Agreement (PSA) with Ultimate Maintenance Services for Janitorial Services; and
2. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 30, 2025, the Public Works Department released a Request for Proposal (RFP) for Janitorial Services. The City received 16 proposals. Staff reviewed the proposals for who best matched the RFP requirements. Staff invited 6 firms, who based on their proposals, were most responsive to the RFP to interview. The interviews were conducted by Public Works staff.

CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL PROFESSIONAL SERVICES AGREEMENT

October 28, 2025

Page 2 of 3

Following is a tabulation of the proposals and their proposed cost in alphabetical order:

Vendor	Proposed Annual Cost
ABM Industry Groups, LLC	\$514,280.52
Allied Universal Janitorial Services*	\$368,156.51
Base Hill, Inc.*	\$178,560.24
CCS Facility Services - Los Angeles, Inc.	\$254,310.00
Coastal Building Services, Inc.	\$316,596.00
Commercial Building Management Inc	\$457,026.00
D N S Solutions Inc	\$250,817.66
JJ Property Maintenance Network Inc.	\$334,312.44
Platinum Maintenance Group	\$303,876.00
Premier Property Preservation, LLC.	\$275,500.00
Priority Building Services, LLC.	\$438,132.00
Pro-Model Cleaning Services	\$355,080.00
Santa Fe Janitorial Maintenance Services Inc.*	\$512,220.00
UBM Enterprise, Inc.	\$355,682.64
Ultimate Maintenance Services, Inc.*	\$317,880.00
United Maintenance Systems*	\$363,691.20

*Indicates the firm was invited to interview

Janitorial services are a very important function of the City's health and wellness objectives. Ultimate Maintenance Services (UMS) submitted the most responsive proposal, which is based on the proper submittal of information as described in the RFP and Addendums, the ability to perform the work as described in the RFP, the availability of staff to perform the work and cost. UMS understands the scope of work and proposed method to accomplish the work.

CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL PROFESSIONAL SERVICES AGREEMENT

October 28, 2025

Page 3 of 3

FISCAL IMPACT/FINANCING

Funding for this service was approved in the City's FY 2025/26 Adopted Budget in accounts 111-8020-431.56-41, 111-8022-419.56-41, 111-8023-451.56-41 and 111-7024-421.56-41. The cost of \$317,880 would go against the current year's budget and no budget appropriations are needed.

Since this is a multi-year contract, the Director of Public Works is responsible for budgeting the ongoing costs in future years, including any options exercised.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



GERRY LOPEZ
Director of Public Works

ATTACHMENT(S)

1. Draft Professional Services Agreement for Ultimate Maintenance Services
2. Ultimate Maintenance Services Proposal

ATTACHMENT "1"



PROFESSIONAL SERVICES AGREEMENT CITYWIDE JANITORIAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **28th of October 2025** (hereinafter, the "Effective Date"), by and between the **CITY OF HUNTINGTON PARK**, a municipal corporation ("CITY") and **ULTIMATE MAINTENANCE SERVICES, INC.** (hereinafter, "VENDOR"). For the purposes of this Agreement CITY and VENDOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or VENDOR interchangeably.

RECITALS

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

WHEREAS, on October 28, 2025, the Huntington Park City Council at its Regular Meeting approved the Professional Services Agreement to the VENDOR for citywide janitorial services; and

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

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

WHEREAS the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of October 28, 2025.

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

I.
ENGAGEMENT TERMS

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

1.2 **TERM**: This Agreement shall have a **three-year term (3), and two, 1-year extensions** for a potential total of five-years (5) commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 **COMPENSATION**: During the term of this Agreement and any extension term provided herein, VENDOR shall perform the Services set forth in Section 1.2 above, for a not-to-exceed fee of **\$317,880 per year**, included in the proposal reflected in **Exhibit "A"**. VENDOR shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event VENDOR's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend VENDOR's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION**: On the first of each month, VENDOR shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of VENDOR's monthly compensation is a function of hours worked by VENDOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify VENDOR in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to VENDOR.

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

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

II.
PERFORMANCE OF AGREEMENT

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

2.2 **VENDOR REPRESENTATIVE**: VENDOR hereby designates President or CEO to act as its representative for the performance of this Agreement (hereinafter, "VENDOR Representative"). VENDOR Representative shall have full authority to represent and act on behalf of the VENDOR for all purposes under this Agreement. VENDOR Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the VENDOR Representative shall constitute notice to VENDOR. VENDOR may, by written notice to CITY, advise CITY of any change in VENDOR Representative.

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

2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES**: VENDOR represents,

acknowledges and agrees to the following:

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

The Parties acknowledge and agree that VENDOR shall perform, at VENDOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by VENDOR's failure to comply with its obligation set out herein or failure on the part of VENDOR's employees, agents, VENDORS, subVENDORS and subVendors to fulfill its obligations herein. Such effort by VENDOR to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by VENDOR or on VENDOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of VENDOR, including but not limited to the representation that VENDOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of VENDOR's profession.

2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of VENDOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by VENDOR or on behalf of VENDOR in the performance of this Agreement. In recognition of this interest, VENDOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this

Agreement or the performance of any of VENDOR's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by VENDOR. VENDOR can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

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

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

2.8 COMPLIANCE WITH LAWS: VENDOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. VENDOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in VENDOR's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of VENDOR's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the VENDOR shall, in respect of violations that may be imposed by Applicable Law and to the extent due to VENDOR's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the VENDOR reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond VENDOR's control, including the CITY's failure to approve recommended repairs or maintenance, VENDOR will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, VENDOR shall not discriminate against any employee, subVENDOR, subVendor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. **INDEPENDENT VENDOR STATUS:** The Parties acknowledge, understand and agree that VENDOR and all persons retained or employed by VENDOR are, and shall at all times remain, wholly independent VENDORS and are not officials, officers, employees, departments or subdivisions of CITY. VENDOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, VENDORs, subVENDORs and subVendors. VENDOR and all persons retained or employed by VENDOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to VENDOR under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 **CITY RESPONSIBILITIES:** During the term of this Agreement, the CITY shall:

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

III.
INSURANCE

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

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

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

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

3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an

A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.5 **PRIMACY OF VENDOR'S INSURANCE:** All policies of insurance provided by VENDOR (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of VENDOR's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR or VENDOR's officers, employees, agents, subVENDORS or subVendors from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY.
- 3.7 **VERIFICATION OF COVERAGE:** VENDOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, VENDOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to VENDOR's commencement of any work or any of the Work. Upon CITY's written request, VENDOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. VENDOR acknowledges that CITY would not enter into this Agreement in the absence of VENDOR's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 **Work of VENDOR's Design Professionals Services:** The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the

California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a “design professional.” Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, VENDOR shall indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys’ fees, expert fees and all other costs and fees of litigation) to the extent caused by the negligence, recklessness, or willful misconduct of VENDOR or any of VENDOR’s officers, employees, servants, agents, VENDORs, subVENDORs or authorized volunteers or any other person or entity for whom VENDOR is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of VENDOR to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. VENDOR will reimburse the CITY Indemnitees’ reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of VENDOR, or as the parties otherwise agree in settlement. VENDOR’s obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then VENDOR’s indemnification obligation shall be in proportion to the established comparative liability.

- 4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, VENDOR shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys’ fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by VENDOR’s negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of VENDOR or VENDOR’s officers, employees, agents, servants, VENDORs, subVENDORs or subVendors or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.
- 4.4 CITY shall have the right to offset against the amount of any compensation due VENDOR under this Agreement any amount due CITY from VENDOR as a result of VENDOR’s failure to pay CITY promptly any indemnification arising under this Article and related to VENDOR’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.
- 4.5 The obligations of VENDOR under this Article will not be limited by the provisions of any workers’ compensation act or similar act. VENDOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 VENDOR agrees to obtain executed indemnity agreements with provisions identical

to those set forth here in this Article from each and every subVENDOR or any other person or entity involved by, for, with or on behalf of VENDOR in the performance of this Agreement. In the event VENDOR fails to obtain such indemnity obligations from others as required herein, VENDOR acknowledges that its obligations under Sections 4.2 and 4.3 apply.

- 4.7 CITY does not, and shall not, waive any rights that it may possess against VENDOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Vendor of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, VENDOR shall be compensated only for those services and tasks which have been performed by VENDOR up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require VENDOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by VENDOR in connection with the performance of the Work. VENDOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

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

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

C. CITY shall cure any Event of Default asserted by VENDOR within forty-five (45) calendar days of VENDOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event

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

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

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

a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI. MISCELLANEOUS PROVISIONS

6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** So long as VENDOR has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of VENDOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. VENDOR shall require all subVENDORS and subVENDOR working on behalf of VENDOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subVENDOR or subVENDOR as applies to Documents and Data prepared by VENDOR in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without VENDOR'S consent, it does so at its sole risk.

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

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

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

VENDOR:

Ultimate Maintenance Services,
Inc.
4237 Redondo Beach Blvd.
Lawndale CA 90260
Attn: Claudia Solomon
Phone: (310) 505-5858

CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HUNTINGTON PARK:

Ultimate Maintenance Services, Inc.

By: _____
Ricardo Reyes, City Manager

By: _____
Claudia Solomon, Co-founder/Office Manager

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

DRAFT

ATTACHMENT "2"

Ultimate Maintenance Services, Inc.



Claudia Salomon
claudia@umscorporation.com

4237 Redondo Beach Blvd.
Lawndale, CA 90260



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City of Huntington Park
6550 Miles Ave,
Huntington Park, CA 90255

To Whom It May Concern,

Ultimate Maintenance Services, Inc. is submitting a proposal for janitorial services for City of Huntington Park. This proposal shall be valid for 90 days from the proposal date and we acknowledge all addenda issued.

We possess the skills and qualifications that City of Huntington Park hopes to find in a vendor that is best suited for this contract. Our janitorial industry expertise and well-trained staff have given us a solid foundation to succeed in this contract. For 35 years now, Ultimate Maintenance Services, Inc. has provided a wide range of cleaning solutions to their clients that are designed to ensure absolute strict compliance with the detailed specifications, frequencies, performance requirements, and contract terms contained within this RFP. This proposal comprehensively addresses the information requested in the RFP and highlights our company's qualifications and experience in the janitorial industry. Other components of this proposal include references, staffing, methodologies and our price proposal.

We at UMS would like to assure you that we are committed to the success of this janitorial services contract if UMS is selected as the awarded vendor. We would like to thank you again for this opportunity and look forward to speaking with you during this bidding process.

Thank you,

Claudia Perla Salomon

Claudia Salomon
Co-founder/Office Manager
Ultimate Maintenance Services, Inc.
4237 Redondo Beach Blvd. Lawndale, CA 90260
claudia@umscorporation.com (310) 505-5858



COMPANY OVERVIEW

Ultimate Maintenance Services, Inc. (UMS) is a minority-owned and insured business that provides a wide range of cleaning solutions with the most efficient and innovative approaches.

For over 35 years, UMS has offered its clients customized cleaning services, servicing all Southern California counties, primarily Los Angeles, Orange County, Riverside and San Bernardino.

Janitorial Solutions We Offer:

- Bus Stop Maintenance
- Carpet Care
- Construction Clean-Up
- Day Porter Services
- Floor Care
- Pressure Washing / Steam Cleaning
- Special Events
- Window Cleaning

Industries We Serve:

- Aviation
- Commercial
- Construction Clean-Up
- Government
- Industrial
- Medical
- Residential
- Transportation

The company was co-founded by Paul Marmol and Claudia Salomon in 1990 and became incorporated in California in May of 2000. Paul Marmol started his business as a janitor and has built this janitorial business with Claudia, gaining over 35 years of knowledge and expertise in the janitorial industry.

The company has kept a stable financial standing throughout the years and has been established in the same office located in Lawndale for over 23 years. Our office operates Monday through Friday from 8 am to 5 pm. UMS has not been involved in any litigation, bankruptcy or reorganization and has never failed to complete a project or contract.

QUALIFICATIONS & EXPERIENCE

FAMILY-OWNED & OPERATED

As a family-owned and operated business, we take a personal, hands-on approach with all of our clients, ensuring that each project receives our full attention and commitment. Unlike larger corporations or franchises, we pride ourselves on our ability to be highly attentive and responsive to our clients' needs, allowing us to provide personalized care and quick solutions tailored to each client's unique needs. This family-driven operation enables us to build strong, trusting relationships with our clients, offering the level of service that only a family business can deliver.

OVER 3 DECADES OF EXPERIENCE

Ultimate Maintenance Services, Inc. possesses a rich background of training and experience in servicing facilities with high levels of security and sensitivity. Our long-standing history of successful partnerships with city entities showcases our deep understanding of the complexities involved in maintaining public facilities. We fully understand the critical areas of concern that need continuous focused attention. Current and past contracts include the cities of Torrance, Malibu, Orange, Asuza and Diamond Bar.

WELL-TRAINED, IN-HOUSE STAFF

Our janitorial business exclusively employs staff who are directly hired by our company; we do not use subcontractors for any of our services. This approach ensures that all procedures and protocols strictly adhere to our high standards. We take full responsibility for who we hire, how we train, and how we conduct our services.

ALWAYS PREPARED & EQUIPPED

Apart from years of experience and a well-trained team, our janitorial services are backed by the equipment exclusively tailored for the project at hand. Ultimate Maintenance Services invests in their equipment and supplies as much as they do with their staff. We understand that the quality and condition of the equipment affects the overall level of efficiency and effectiveness of the services conducted so every project has its own supplies and equipment that is branded, and in new or great condition. Our commitment to professionalism and efficiency contributes to the success of our contracts and projects.

REFERENCES



City of Orange

Matthew Lorenzen

(714) 532-6488 mlorenzen@cityoforange.org

Dates: 2015 – Present

Contract Value: \$360K

Services: Citywide janitorial services, including police department, city hall, fire department headquarters (7 years), public works



City of Malibu

Rick Frederiksen

(310) 456-2489, Ext. 266 r frederiksen@malibucity.org

Dates: 2017 – Present

Contract Value: \$150K

Services: Citywide janitorial services, including city hall, senior center, park restrooms, recreation center



City of Diamond Bar

Christopher Gonzales

(909) 839-7037 cgonzales@diamondbarca.gov

Dates: 2022 – Present

Contract Value: \$300K

Services: Citywide janitorial services, including city hall, senior center, park restrooms, recreation center



City of Whittier

Frank Pena

(562) 309-3996 f pena@cityofwhittier.org

Dates: 2022 – Present

Contract Value: \$282K

Services: Citywide janitorial services, including police department, city hall, community buildings, libraries; Floor, carpet & window care



Temple City

Kevin Magana

(626) 285-2171, Ext. 4530 k magana@templecity.us

Dates: 2024 – Present

Contract Value: \$144K

Services: Complete daily janitorial services, floor strips & wax, carpet cleaning, window cleaning, pressure washing

TEAM QUALIFICATIONS

Ultimate Maintenance Services' mission is to deliver an overall experience that ensures customer satisfaction through their janitorial services. To execute that mission, UMS' team is dedicated to creating and maintaining productive relationships with their clients through constant communication and quality assurance. Staffing projects with well-trained project managers and team members have contributed to the company's success on hundreds of completed projects and contracts. Today, the team has grown to 4 management members based in the corporate office and over 80 members who are out on the field, who value and understand the company's mission statement and corporate values.

Paul Marmol

He is the president and co-founder of UMS. With experience of 35 years, he has worked as a janitor and supervisor and has gained an expertise in this industry. He creates cleaning solutions and implement new business strategies that can improve the performance and oversees overall operations of all UMS employees. He is responsible for the construction sector of the business as well as manage several public and private contracts.

Claudia Salomon

As co-founder, Salomon has worked on an extensive amount on contracts and has experience in this industry for over 35 years. She is responsible for administrative duties as office manager, such as office organization, payroll preparation, and customer service. She is also in charge of securing and managing contracts, specifically city and government contracts.

Sue Samfong

She has been working for UMS for the 16 years now as the accountant. She overviews the financial operations and prepares and examines financial records of the business. She's also in charge of recordkeeping, invoicing and payroll preparation duties.

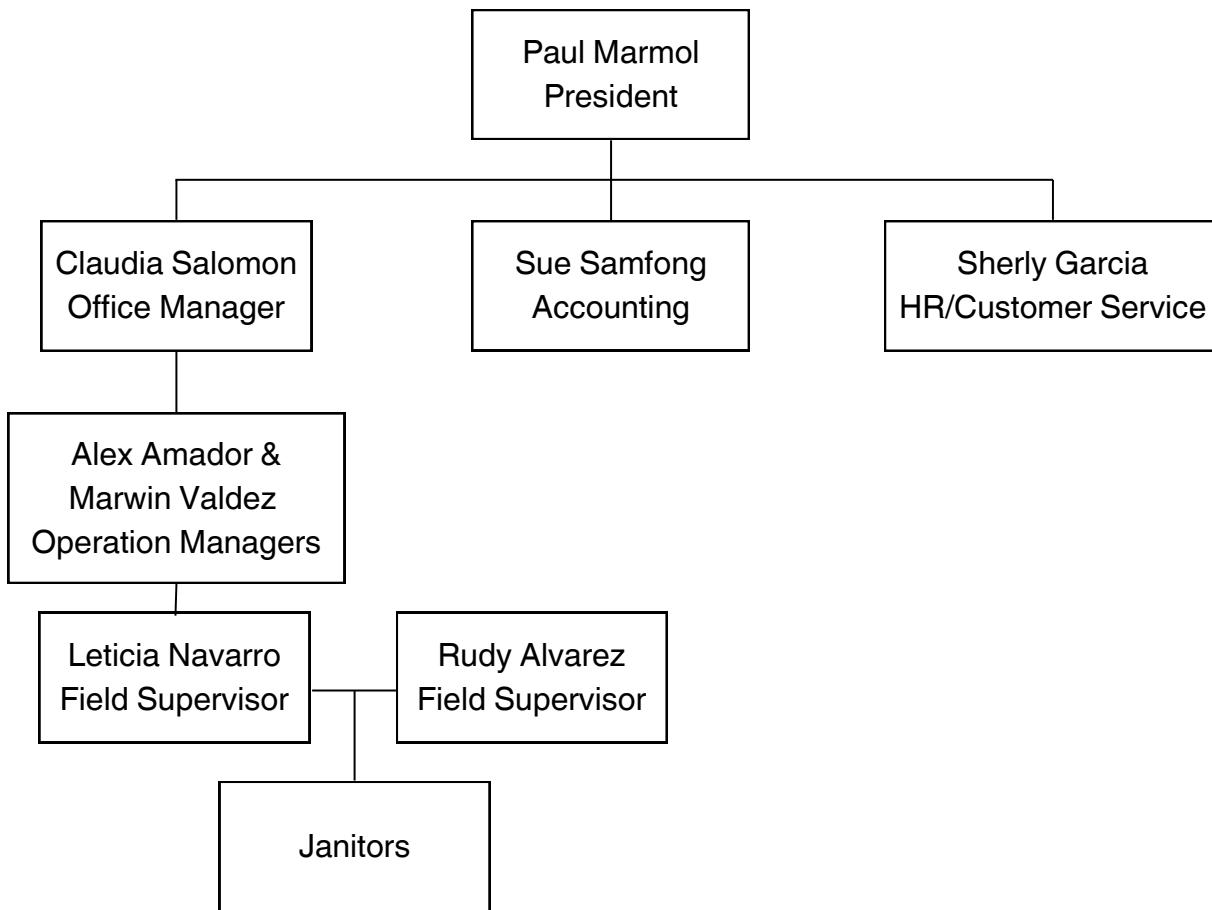
Sherly Garcia

She coordinates all human resources assignments and takes care of customer service with our accounts. She has been working at UMS for 17 years. She has a degree in Human Resources from El Camino Community College. Garcia's duties include recruiting, screening, interviewing and hiring employees.

Alex Amador & Marwin Valdez

Both monitor the on-site supervisors and supervise the day porters and night janitors, in addition to monitoring existing operational processes and protocols. Alex has been working for the company for 7 years and Marwin has been working here for 2 years. Both work closely with Claudia with several projects, such as city of Orange.

Organizational Chart



Communication

Our team at UMS strongly believe that communication is key to establishing a strong relationship with our clients and we take measures in doing so. At UMS, we fully understand that this industry is very client-focused and because of that, we are motivated to consistently improve client satisfaction and deliver resolution of conflict, issues and concerns. Our team has an unwavering commitment to customer service and maintaining strong and productive relationships with our clients. We are very responsive and communicative with our clients prior and during the duration of the contract. All calls and emails are responded immediately or within a couple hours. Our supervisor for this project will always be in communication with the contract administrator. Also, we will provide contact information for every member responsible for this account.

Contact Information

Office: (310) 542 -1474 Toll-Free: (800) 473 - 0759

Paul Marmol, President/Owner
paul@umscorporation.com (310) 505-5857

Sue Samfong, Accountant
sue@umscorporation.com

Claudia Salomon, Office Manager
claudia@umscorporation.com (310) 505-5858

Sherly Garcia, HR/Customer Service
sherly@umscorporation.com

PROJECT UNDERSTANDING & APPROACH

The key to success in any janitorial services contract is the key management that will be assigned not only to manage the operations on site, but the management resources available 24/7 to support and ensure the success of the project. We have methodologies at UMS in order to prepare ourselves for a contract and to manage janitors throughout the duration of the contract. We implement these methodologies to ensure all requirements and specifications are met. We utilize a transition and implementation plan in order for all UMS employees to be well-prepared to begin the project, which include our training program that primarily consist of company safety, policies and procedures. In addition to that, UMS implement quality control procedures to ensure client satisfaction and execution.

Transition Plan

Ultimate Maintenance Services, Inc. provides a cleaning service program that guarantees a seamless transition due to our extensive experience and knowledge in transitioning, managing and operating complex facilities for 35 years. We endeavor to identify all issues, responsibilities and risks prior to commencement and immediately began a smooth implementation process.

Directly following the contract award notification, UMS will commence all time-sensitive transition tasks, such as meeting contract executive deadlines, submitting insurance certificates and other required contractual deliverable items. At our initial meeting with our client, we discuss any contract specifications that have been modified and establish communication channels with them. After the initial meeting with our client, our team determines all other deliverables, start and completion dates, and all resources required.

Displaced Janitors Opportunity Act

In that meeting, we request to receive the incumbent contractor's contact information in order to obtain the authorization to hire their current personnel for this contract. With their approval, the incumbent contractor will then provide us with each employee's name, job classification and contact information. In order to secure a smooth transition for existing personnel, we will then write a formal offer to each employee and if accepted, he or she will each go through our onboarding and training process.

Recruitment, Processing & Screening

The head of HR handles the recruitment, hiring and interviewing process with incumbent employees from the previous contractor, current UMS employees and newly hired employees. She interviews the employees on their past janitorial experience and technical skills, ensuring they meet our quality standards and can be trusted in sensitive environments. We prioritize candidates with strong work ethic and attention to detail. Another major factor we consider is the city they reside to ensure the commute is reasonable, in case of any emergencies or last-minute check-ups. We lastly check their references to confirm reliability and integrity.

Depending on the contract requirements, HR will conduct screening that include standard background check, criminal/sex offender background checks, drug screening, reference checks and/or certification checks, if necessary. Most of UMS's contracts require LiveScan screening for all assigned janitors and back-up personnel so our team is experienced with the screening process. Background checks, Live Scan and other processing for all UMS employees will be completed within one or two week(s) of employment. HR will also get their uniform sizes and order their ID badges.

Our employees will begin the training process to review our company policies and procedures, regarding operations, safety, equipment, and conduct. The operations manager reviews and educates the assigned personnel on the contract's cleaning requirements and specifications. He'll also finalize the work schedules and assignments for each facility. Once that is done, uniforms, ID badges and safety gear will be distributed. The delivery of equipment and supplies will occur a day or two prior to effective start date. On the start date, the supervisor will be on-site to make sure the assigned personnel have guidance and help if needed. Several inspections will be conducted within the first couple weeks of the start date.

Implementation Overview

Phase 1

- Contract execution and issue of insurance certificates
- Kick off meeting
- Finalize timing, billing, contact information and administrative duties

Phase 2

- Receive authorization from previous contractors for incumbent new staff
- Assign working supervisors and determine the number of new hires
- Recruit and interview new hires
- Finalize and order equipment and supplies required to commence project

Phase 3

- Onboard new hires and review employment
- Processing, screening, and background checks
- Order branded uniforms and ID badges

Phase 4

- Review company policies and procedures (safety, operations, legal, etc)
- Discuss reporting and communication processes
- Review contract requirements and specifications with all assigned staff
- Set up walk through of all facilities with all assigned staff

Phase 5

- Set up and conduct hands-on training off-site and on-site
- Discuss reporting and communication processes
- Meet with security and maintenance representative to review security
- Deliver all equipment and supplies to all facilities
- Final client meeting

PROPOSED SCOPE OF WORK

Ultimate Maintenance Services proposes to provide complete janitorial services across multiple City of Huntington Park facilities, ensuring cleanliness, sanitation, and compliance with City standards. Our team will furnish all labor, supervision, equipment, and approved supplies.

Core Services Include:

- **Daily Cleaning (4-7 days/week):**

- Trash removal and liner replacement
- Restroom cleaning and restocking (twice daily)
- Dusting, vacuuming, and mopping of all floor types
- Cleaning of break rooms, kitchens, and conference areas
- Glass and window cleaning (interior)

- **Periodic Services:**

- **Weekly:** Disinfection of high-touch surfaces, low dusting, stain removal from carpet, and elevator detailing
- **Monthly:** Deep cleaning of floors, dusting of high areas, cobweb removal, baseboard cleaning, and window maintenance
- **Quarterly:** Hot water carpet extraction, window washing, urinal cartridge replacement, and pressure washing (exterior)
- **Semi-Annual:** Strip and wax hard floors, grout cleaning, fabric wall and upholstery extraction

- **Special Event Cleaning (As Needed):**

- Setup and post-event cleaning for City events, including the annual Christmas Parade and rentals

Facilities to be Serviced:

- City Hall
- Police Department
- Parks & Recreation Center
- Raul R. Perez Memorial Park
- Freedom Park
- Community/Senior Center
- Public Works Yard
- Additional City Buildings as listed in the RFP

Our services will be delivered with a focus on reliability, consistency, and attention to detail to support a clean, safe environment for staff and the public.

PROPOSED SCOPE OF WORK

Staffing Plan

Ultimate Maintenance Services understands the critical importance of maintaining safe, sanitary, and well-managed facilities. Our work plan ensures full compliance with Huntington Park's expectations and includes structured staffing, sequential task execution, and strong supervision.

The staffing plan for this project consists of the below. All staff are directly hired by UMS. We do not use any subcontractors to conduct any of our services.

- Total of 4 full-time janitors
- Total of 1 part-time
- Total of 1 back-up janitor
- Total of 2 supervisors: Alex Amador (Day) + Marwin Valdez (Night)
- Special Services: 2 crew members in carpet cleaning, window cleaning and floor care and pressure washing specialist

Back-Up Staff

We recognize that unforeseen circumstances, such as last-minute emergencies or unexpected events, can prevent staff from being able to fulfill their duties. To address this, we ensure that we always have a minimum of two backup staff members who are fully familiar with the project and live in close proximity to the sites, allowing them to quickly step in and cover any shifts or special events. Additionally, we maintain a pool of on-demand employees who are ready to respond to any scheduling issues that may arise. This proactive approach ensures that our services remain seamless and responsive, even in urgent situations.

Quality Control

As part of the overall management plan, quality control is a daily routine for the company and all of our employees. We apply a total quality management system that is designated to assist management in planning its labor force, cost control, and accountancy for the success of the company's business. Therefore, we have a clear understanding of the overall management needed for this project.

- An inspection system which consists of supervisors conducting random and scheduled inspections on a weekly basis to make sure everything is running smoothly
- Inventory checks of equipment and supplies to ensure orders are processed in a timely manner to maintain adequate levels of supplies
- Completion of daily and weekly checklist of the cleaning specifications and deliverables and monthly reports to make sure all requirements are met. Daily sign-in sheet at every restroom located in each facility must be completed.
- Daily and weekly communication with main contact to ensure client satisfaction

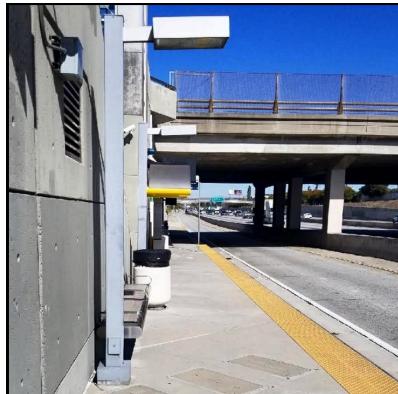
If during the course of an inspection a maintenance issue is found, we will notify client promptly. UMS will correct any areas where discrepancies are found and will take corrective action to resolve the issue and prevent it from occurring in the future. The issue will be addressed immediately, no later than 8 hours after identification. If an emergency issue occurs, UMS will respond within a couple of hours.

TECHNICAL ABILITIES

Equipment

Supervisors are responsible for maintaining inventories of equipment and supplies levels by ensuring orders are processed in a timely manner to maintain adequate levels of supplies. They are entitled in the making decision and immediate application of corrective and preventive measures. Inoperative equipment will be referred to corporate or repair for replacement. Supervisors and personnel on field are responsible to use only authorized equipment, chemicals, and supplies. Also, they ensure that all materials and supplies are catalogued as green by industry standards. We are to use the chemicals, consumables that are previously authorized/recommended, or provided by the client in accordance with this RFP. All supplies and equipment will be transported and delivered in one of our branded, white fleet vans, where supplies are equipped in a temperature-controlled environment.

All of our vehicles, including cars and carts, proudly bear our distinctive logo, ensuring our visibility of our services. We also have a dedicated Taylor Dunn cart to facilitate seamless transportation between facilities. This specialized cart is designed for efficiency, allowing our staff to navigate the premises with ease while carrying the necessary supplies and waste disposal. As for the equipment used, all vacuums, brooms, mops, etc. are new and/or in excellent condition. All the equipment to be used is exclusive for this project. The pressure washer we utilize is the Hydro Tek Hot/Cold ProTowWash® with Portable Commercial Pressure Washer Trailer and water recycling system add-on.



TECHNICAL ABILITIES

Materials

Material	Model / Manufacturer
Carpet Cleaner	Renowns Carpet Extraction Cleaner
Tile/Floor Cleaner	Maintex High Sierra Pristine Cleaner / Degreaser
Floor Cleaner	Betco Green Earth Daily Floor Cleaner
Floor Stripper	Betco Green Earth Floor Stripper
All purpose cleaner	Renown Green Works General Purpose Cleaner
Restroom Cleaner	Waxie Green #343 Restroom Cleaner
Glass Cleaner	Renown Non-Ammoniated Glass Cleaner
Drain Maintainer / Restroom Odor Control	Waxie Green #443 Citrus Hydroxy Clean
Hand Soap	Genlabs Cetri-Green Pink Lotion Hand Soap
Stainless Steel Cleaner	Ecolab Stainless Steel Cleaner and Polish
Disinfectant	Citricide
Ionized Water	Maintex

TECHNICAL ABILITIES

Equipment + Fleet

Equipment	Manufacturer
Janitorial Carts	Rubbermaid Brute
Pressure Washer	Maintex
Floor Burnishers	Clarke Ultraspeed Burnisher 1500 mph
Mop Bucket and Wringers	Rubbermaid Wave Break
Dust Mop and Pans	Rubbermaid
Standard Window & Floor Squeegee	Rubbermaid
Wet + Dry Vacuum	Maintex / Professional's Choice
Wet Mops + Handles	Empire Cleaning Supply
Brooms	Renown
Step Tool	Maintex
Restroom Signs (Wet Floor/Closed)	Rubbermaid
Backpack Vacuum	Professional's Choice

Fleet	Model
Cargo Vans	Ford & General Motors (2020 - present)

Safety

At UMS, we manage and mitigate risk through our safety and training programs. To maintain our high levels of productivity and work quality and decrease the chance of incidents, we teach safety awareness to each employee. We take these preventative measures to enhance the safety of employees and the public and we ensure that training, inspections and reporting comply with government agencies and company policies - yours and ours.

UMS strictly enforces all safety policies and procedures and holds supervisors and other managers accountable for fairly and consistently enforcing company safety rules. Our company provides our employees with safety gear and equipment to protect them and keep the possibility of an injury as low as possible. Before starting a job each day, janitors are instructed to inspect work areas, equipment, and job sites for hazards and report any unsafe conditions to their supervisor so that corrections can be made. We require our supervisors to strictly enforce using the personal and protective equipment that is provided. Personal and protective equipment is always used, especially if employees are in contact with hazardous substances. Disregard for our company's safety rules is grounds for disciplinary action, including possible termination. If an accident occurs, we have developed procedures that enable us to report it immediately, file claims documentation properly and provide employees with the resources to be able to return to work in a reasonable timeframe.

Injury and Illness Prevention Program

Compliance

At UMS, management is responsible for ensuring all safety and health policies and procedures are clearly communicated and understood by all employees. Supervisors and personnel must enforce these policies and procedures fairly and uniformly.

UMS strictly complies with all Cal/OSHA standards, including training requirements and hazard assessment. All UMS employees are responsible for applying safe janitorial practices and for assisting a safe and healthy work environment that is OSHA's standards.

Communication

We make sure there is always an open communication system at UMS where employees are comfortable enough to discuss any questions or concerns, especially regarding safety and health. Safety policies and procedures are discussed in UMS's online training session and in our hands-on training that is scheduled before the commencement of every contract. Our supervisors conduct scheduled and random inspections throughout the week to ensure effectiveness and communication. They also hold safety meetings frequently as deemed necessary.

Training

It is a Cal/OSHA requirement to provide training to our employees when they are first hired, when they are assigned to a new job and when new equipment or substance is introduced. At UMS, we provide an on-hands training for all UMS employees. Any certifications or licenses that employees are required to have will be completed prior to commencement. It is company policy to not perform any task that he or she is not equipped or certified to do, or that isn't specified in the scope of work. We provide specific instructions to all workers regarding hazards unique to each job assignment to the extent that such information was not already covered in training listed below.

Training include, not limited to:

- Detailed overview of the services that need to be performed at each facility and the frequency.
- Explanation of our IIPP, emergency action plan, and fire prevention plan and measures for reporting any unsafe conditions, work practices and injuries.
- Provisions for medical services and first aid, including emergency procedures.
- Proper cleaning techniques and procedures, such as cleaning up spills and keeping areas neat and orderly.
- Proper storage procedures to prevent stacking goods in an unstable manner and storing materials and goods against doors, exits or electrical panels.
- Handling and storage of chemicals.
- Handling and use of supplies and equipment.

Chemical and Hazard Assessment

This Cal/OSHA regulation requires UMS to provide information to employees about the chemicals and other hazardous substances to which they may have access at work by providing Material Safety Data Sheets (MSDSs), chemical labels, and training.

Updated MSDS are given to the client and to our employees. They identify the manufacturer, contents, toxicity, and safety hazards of the chemical product. It also describes routes of exposure and explains how to prevent health problems. Our supervisors and janitors are informed on how to read the MSDS and where the MSDSs are kept. In addition to that, supervisors and janitors are required to make sure all products with hazardous ingredients are properly labeled and stored.

Some company rules regarding chemical hazards include:

- Use milder cleaning products for daily cleaning and use stronger chemicals for specialized services or stubborn stains.
- Do not mix any chemicals, only if it is instructed by the manufacturer.
- Close all containers and secure the lids, when not in use.
- Always wear safety gear when using any chemicals.

Periodic inspections to identify and evaluate workplace hazards shall be performed by the supervisor assigned to the job or by the operations manager. These inspections occur when:

- New substances, processes or equipment are presented that can be potential hazards.
- New, unidentified hazards are recognized.
- Occupational injuries and illnesses occur.
- Whenever workplace conditions warrant an inspection.

Our personnel are provided with personal and protective safety gear to handle and, which include goggles, vests, gloves, rubber boots, ear plugs and more. It is a safety requirement at UMS for every janitor to be educated on how and when to use these safety devices and disregard for our company's safety rule is grounds for disciplinary action.

Accident Investigation and Reporting

Any workplace accidents, hazardous substance exposures and near-accidents will be investigated by the operations manager. Once any of these incidents occur, it is UMS's protocol to immediately report to the operations manager and a first-responder if needed. The operations manager will visit the scene as soon as possible and interview the affected employees on-site. He will then examine the workplace and take correction action to address the problem and prevent any future human suffering. The incident will be recorded on OSHA's Form 301.

Property Service Workers Protection Act

For our personal records and as required, we contain records of each contract and the personnel assigned to that contract. Information include name, contact information, payroll information, terms of employment. We contain the paper format of these records for at least 6 years and also, keep them electronically.

Ultimate Maintenance Services, Inc. takes any sexual misconduct and/or harassment case seriously and make sure employees are educated on this matter and the company policies regarding it. UMS employees are given a copy of the pamphlet entitled "Sexual Harassment" and are responsible for reviewing it.

City of Huntington Park
RFP - Janitorial Maintenance - Fee Schedule

BIDDER NAME Ultimate Maintenance Services, Inc.

RECURRING MAINTENANCE SERVICES

The Lump Sum Prices stated below shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, including the SERVICE PROVIDER's costs involved with bonding, insurance, worker's compensation, overhead, financing, permit fees, mobilization, traffic control, public convenience and safety, protective barricading, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust control, clean-up and all other items incidental to the work.

WORK SITE LOCATIONS

Description	Monthly Price	Annual Price
City Hall Building	\$5,865.00	\$70,380.00
Keller Park	\$1,000.00	\$12,000.00
Police Department Building	\$4,920.00	\$59,040.00
Salt Lake Department of Parks and Recreation Center and Municipal Building	\$6,635.00	\$79,620.00
Huntington Park Community Center - Senior Citizen Park	\$2,370.00	\$28,440.00
Raul R. Perez Memorial Park	\$2,720.00	\$32,640.00
Freedom Park	\$1,100.00	\$13,200.00
Public Works/City Yard	\$1,880.00	\$22,560.00
TOTALS:	\$26,490.00	\$317,880.00

Authorized Signature

Claudia Perla Salomon

Print Name

Claudia Perla Salomon

NON-COLLUSION DECLARATION

The undersigned declares:

This Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal submitted by the Contractor is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other entity or anyone else to put in a sham bid or proposal, or to refrain from submitting such bid or proposal. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid or proposal price of the Contractor or any other entity, or to fix any overhead, profit, or cost element of the bid or proposal price, or of that of any other entity. All statements contained in the bid or proposal submitted by Contractor are true. The Contractor has not, directly or indirectly, submitted his or her bid or proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], at [city], [state].". Huntington Park, CA

07/31/2025

Executed under penalty of perjury on this 31st day of July, 2025 at

Signed: Claudia Perla Salomon

BY: Claudia Perla Salomon

Print name and title: Claudia Perla Salomon - Secretary

CONTRACTOR: Ultimate Maintenance Services, Inc.

ITEM 6



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

October 28, 2025

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

Dear Mayor and Members of the City Council:

FISCAL YEAR 2025-26 Q1 BUDGET REVIEW OF THE CITY'S OPERATING BUDGET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the FY 2025-2026 Q1 Budget Status Report

BACKGROUND

The Fiscal Year 2025-26 Annual Operating and Capital Improvement Program (CIP) Budget for the City of Huntington Park was adopted by Council on June 25, 2025. At the time of adoption, the Budget included estimated revenues of \$100,330,345 while estimated expenditures totaled \$99,507,664.

REVENUES

Revenues	FY2026		FY2026		% of Budget Received
	Adopted Budget	Actuals As of 9/30/2025	FY2026 Differences		
General Fund	\$ 42,912,900	\$ 6,702,654	\$ 36,210,246	16%	
Special Revenue Funds	\$ 38,189,366	\$ 10,252,920	\$ 27,936,446	27%	
Internal Service Funds	\$ 11,338,829	\$ 2,403	\$ 11,336,426	0%	
Enterprise Funds	\$ 6,616,000	\$ 663,121	\$ 5,952,879	10%	
Fiduciary Funds	\$ 1,273,250	\$ 43,530	\$ 1,229,720	3%	
Total	\$ 100,330,345	\$ 17,664,628	\$ 82,665,717	18%	

At the close of the first quarter, the General Fund realized only 16% of its budgeted revenue. This variance is primarily attributable to the inherent two-month lag in the receipt

FISCAL YEAR 2025-26 Q1 BUDGET REVIEW OF THE CITY'S OPERATING BUDGET

October 28, 2025

Page 2 of 4

of Sales Tax revenues. Additionally, significant revenue sources such as property taxes and motor vehicle license fee registrations will be received during the second quarter.

User based revenues, such as Business License fees and Building Permit fees, are generally ahead of projections. However, any meaningful analysis for these revenue trends will not be able to be projected until the second quarter.

Special Fund revenues have reached approximately 27% of the total amount budgeted for the fiscal year. The majority of the revenue received to date consists of one-time receipts, primarily related to reimbursements for Capital Improvement Program (CIP) projects. It is important to note that of the nearly 25% of the budgeted Special Fund revenues is attributed to the American Rescue Plan Act (ARPA). Recognition of ARPA revenue is contingent upon the progress and timing of eligible project expenditures.

Enterprise Fund revenues remain consistent with collections from the same period in prior fiscal years. No significant increases in revenue are anticipated, as these funds are entirely generated through user-based fees and charges, with no major changes in usage patterns or rate structures expected at this time.

The Fiduciary Fund receives biannual disbursements from the State, and the first disbursement will be received during the second quarter.

EXPENDITURES

Expenditures for the Fiscal Year 2025-2026 budget were originally adopted at \$99,507,664, however with non-CIP budget appropriations totaling \$1,607,410 and purchase order rollovers totaling \$4,966,427 the total expenditure budget has increased to \$105,722,001.

Expenditures	FY2026	FY2026	FY2026	Remaining Budget	% of Budget Committed
	Adopted Budget	Encumbrances As of 9/30/2025	Actuals As of 9/30/2025		
General Fund	\$ 44,960,190	\$ 3,001,310	\$ 5,562,174	\$ 36,396,706	19%
Special Funds	\$ 39,224,051	\$ 4,228,030	\$ 5,905,265	\$ 29,090,756	26%
Internal Service Funds	\$ 11,913,798	\$ 1,006,317	\$ 5,678,723	\$ 5,228,757	56%
Enterprise Funds	\$ 8,496,215	\$ 982,181	\$ 937,572	\$ 6,576,462	23%
Fiduciary Funds	\$ 1,127,747	\$ -	\$ 17,207	\$ 1,110,540	2%
Total	\$ 105,722,001	\$ 9,217,839	\$ 18,100,941	\$ 78,403,221	26%

General Fund expenditures are primarily driven by Salary & Benefits and Contractual Services. The Fiscal Year 2025–2026 budget was developed based on salary and benefit

FISCAL YEAR 2025-26 Q1 BUDGET REVIEW OF THE CITY'S OPERATING BUDGET

October 28, 2025

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budget projections prior to the adoption of the new General Employees Association (GEA) Memorandum of Understanding (MOU) and the approval of additional staffing positions. As a result, current Salary & Benefits budgets are projected to be insufficient when accounting for these changes.

Special Fund expenditures are primarily driven by the timing and progress of specific projects and programs, resulting in variability in spending patterns throughout the fiscal year. At present, overall expenditures across the Special Funds are generally consistent with budget projections. No additional budget appropriations are anticipated at this time; however, expenditures will continue to be monitored to ensure alignment with project timelines and funding requirements.

Internal Service Fund expenditures have included several large, one-time costs incurred at the beginning of the fiscal year. These include annual expenses such as insurance premiums, which are required to be paid in full early in the fiscal cycle. Overall Internal Service Fund expenditures are consistent with spending patterns observed in prior fiscal years.

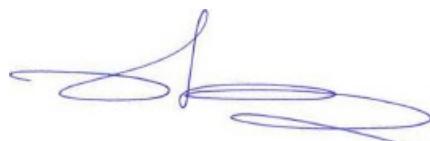
Fiduciary Fund expenditures are driven by debt service obligations, which are scheduled to occur in the second and fourth quarters of the fiscal year.

CONCLUSION

Attached is the Budget Status Report with appendices.

Upon Council approval staff will receive and file the quarter one budget status report.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "RICARDO REYES".

RICARDO REYES

City Manager

**FISCAL YEAR 2025-26 Q1 BUDGET REVIEW OF THE CITY'S OPERATING
BUDGET**

October 28, 2025

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JEFF JONES
Director of Finance

ATTACHMENT(S)

- A. FY 2025-2026 Q1 Budget Status Report
- B. FY 2025-2026 Q1 CIP Budget Status Report

ATTACHMENT "A"

City of Huntington Park



**Q1 Budget Status
Fiscal Year 2025 – 2026**

**City of Huntington Park
List of Principal Officials**

CITY COUNCIL

Mayor.....	Arturo Flores
Vice Mayor.....	Eduardo "Eddie" Martinez
Council Member	Karina Macias
Council Member	Jonathan Sanabria
Council Member	Nancy Martiz

ADMINISTRATION AND DEPARTMENT HEADS

City Manager	Ricardo Reyes
Interim City Attorney	Andrew Sarega
City Clerk	Eduardo "Eddie" Sarmiento
Director of Communications and Community Relations	Sergio Infanzon
Interim Director of Community Development	Louis Morales
Director of Finance	Jeff Jones
Director of Parks and Recreation.....	Cynthia Norzagaray
Chief of Police	Cosme Lozano
Director of Public Works	Gerardo "Gerry" Lopez
Human Resources Risk Manager.....	Marisol Nieto

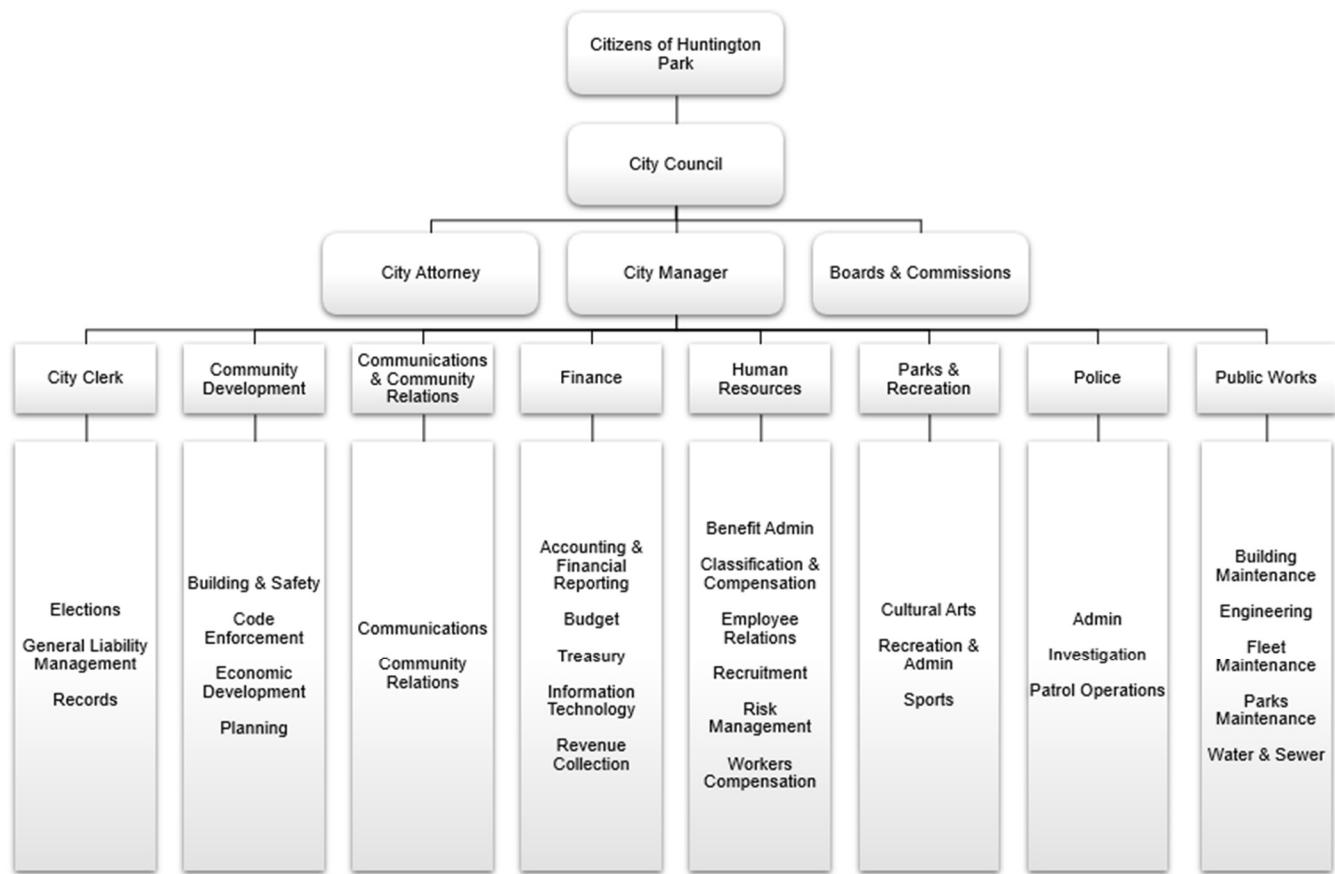
FY 2025 - 2026 Q1 Budget Status Report

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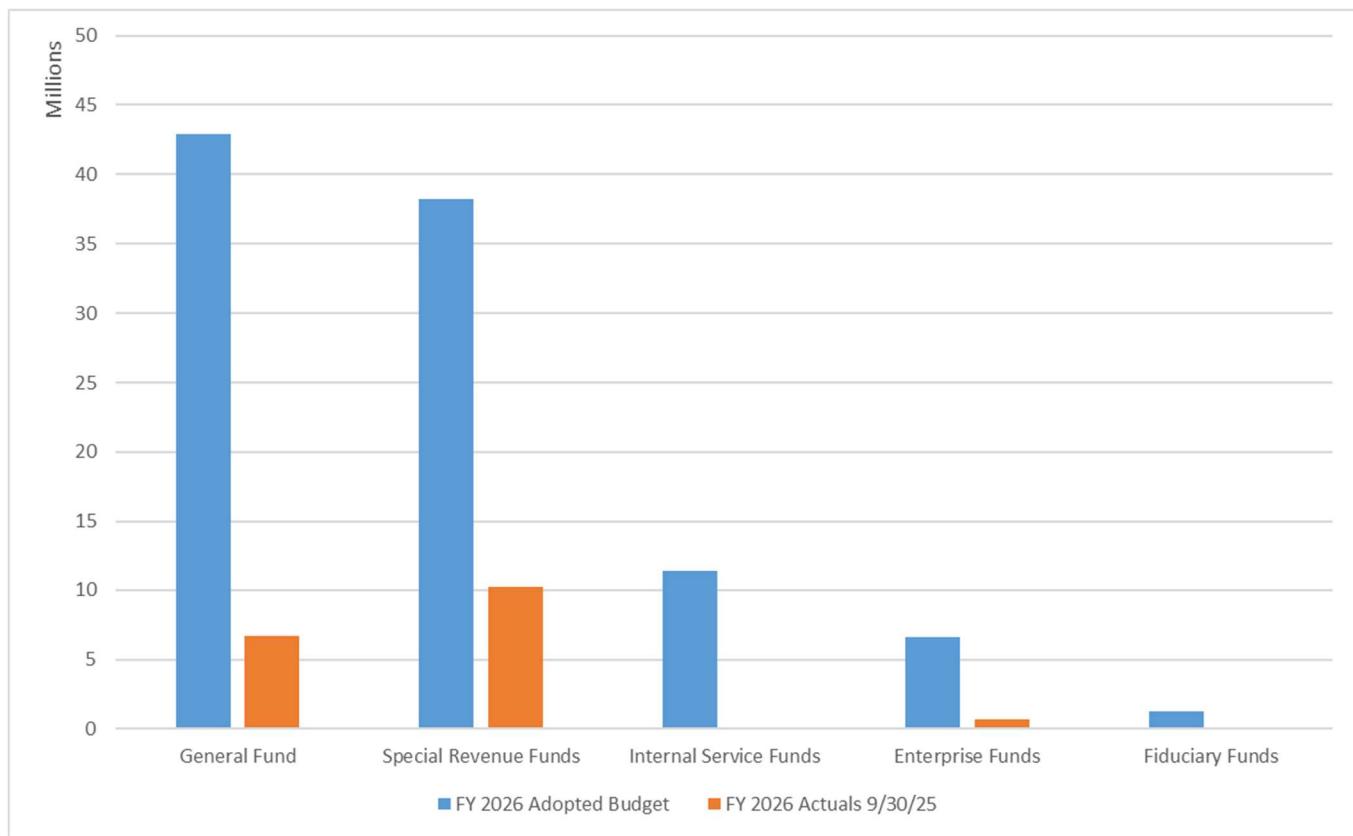


City Organizational Chart



Revenues Summary Overview

Revenues	FY 2026 Adopted Budget	FY 2026 Actuals	FY 2026 Differences	% of Budget Received
General Fund	\$ 42,912,900	\$ 6,702,654	\$ 36,210,246	15.6%
Special Revenue Funds	\$ 38,189,366	\$ 10,252,715	\$ 27,936,651	26.8%
Internal Service Funds	\$ 11,338,829	\$ 2,403	\$ 11,336,426	0.0%
Enterprise Funds	\$ 6,616,000	\$ 663,121	\$ 5,952,879	10.0%
Fiduciary Funds	\$ 1,273,250	\$ 43,530	\$ 1,229,720	3.4%
Total	\$ 100,330,345	\$ 17,664,422	\$ 82,665,923	18%



FY 2026 Adopted Revenue Budget: \$100,330,345
FY 2026 Revenue Actuals: \$18,963,242

General Fund Revenues

GENERAL FUND		FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
PROPERTY TAXES					
111-0000-311-10-10	Property Tax Secured	1,120,000	-	1,120,000	0%
111-0000-311-40-00	Real Property Transfer	85,000	14,532	70,468	17%
111-0000-311-60-00	RDA Pass Through	647,000	626,129	20,871	97%
PROPERTY TAXES TOTAL		1,852,000	640,661	1,211,339	35%
SALES TAX					
111-0000-313-10-00	Sales & Use Tax	8,160,000	806,032	7,353,968	10%
111-0000-313-10-05	Measure S Sales Tax	6,404,000	614,779	5,789,221	10%
111-0000-342-10-10	Public Safety Augmentation	190,000	18,351	171,649	10%
SALES TAX TOTAL		14,754,000	1,439,162	13,314,838	10%
UTILITY USERS' TAX					
111-0000-316-10-00	Utility Users' Tax	6,000,000	1,407,107	4,592,893	23%
111-0000-316-10-05	Prepaid Wireless	95,000	27,366	67,634	29%
111-0000-316-15-00	Telephone UUT	700,000	202,848	497,152	29%
UTILITY USERS' TAX TOTAL		6,795,000	1,637,320	5,157,680	24%
MOTOR VEHICLE LICENSE FEES					
111-0000-336-20-00	Motor Vehicle License Fee	8,600,000	83,651	8,516,350	1%
MOTOR VEHICLE LICENSE FEES TOTAL		8,600,000	83,651	8,516,350	1%
LICENSES AND PERMITS					
111-0000-321-10-50	Animal License	11,500	2,512	8,988	22%
111-0000-322-10-10	Building	700,000	297,942	402,058	43%
111-0000-322-10-40	Misc. Building	1,000	-	1,000	0%
111-0000-322-10-45	Occupancy Permit	7,300	1,840	5,460	25%
111-0000-322-10-50	Encroachment Fees	70,000	44,212	25,788	63%
111-0000-322-60-05	Fireworks Fee	2,500	455	2,045	18%
111-0000-342-10-20	Burglar Alarm Fees	60,000	9,195	50,805	15%
LICENSES AND PERMITS TOTAL		852,300	356,155	496,145	42%
COMMUNITY DEVELOPMENT FEES					
111-0000-322-20-00	Plan Check	400,000	167,178	232,822	42%
111-0000-322-40-00	SMP FEES	2,000	(1,265)	3,265	-63%
111-0000-322-40-05	BSASRF	1,000	(92)	1,092	-9%
111-0000-322-55-05	Dispensary Fee	75,000	33,105	41,895	44%
111-0000-341-10-00	Zoning & Subdivision	200,000	61,559	138,441	31%
111-0000-342-20-00	Residential Pre-Sale Inspection	10,000	5,055	4,945	51%
111-0000-399-90-40	Engineering Permits	200,000	38,840	161,160	19%
COMMUNITY DEVELOPMENT FEES TOTAL		888,000	304,379	583,621	34%
BUSINESS LICENSE					
111-0000-321-10-00	Business	1,700,000	456,564	1,243,436	27%
111-0000-321-10-20	Processing Fee Business	194,100	64,167	129,933	33%
111-0000-321-10-30	SB1186-Disability Access	16,000	4,996	11,004	31%
BUSINESS LICENSE TOTAL		1,910,100	525,727	1,384,373	28%

General Fund Revenues

<u>GENERAL FUND CONTINUED</u>	FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
OTHER GOVERNMENTAL REVENUE				
111-0000-335-20-10 STC Training for Corrections	3,000	-	3,000	0%
111-0000-335-20-20 Standard Training	26,000	6,853	19,147	26%
111-0000-335-50-05 Settlement Revenue	20,000	48,932	(28,932)	245%
OTHER GOVERNMENTAL REVENUE TOTAL	49,000	55,786	(6,786)	114%
CHARGES FOR SERVICES				
111-0000-342-10-30 Special Police Services	100,000	20,792	79,208	21%
111-0000-342-10-35 CCW Permit	3,000	731	2,269	24%
111-0000-342-10-40 Vehicle Impound Release	100,000	33,814	66,186	34%
111-0000-342-10-45 Towing Admin Fees	65,000	30,305	34,695	47%
111-0000-342-10-55 Booking Fee City of Vernon	60,000	12,891	47,109	21%
111-0000-342-30-10 Meter Parking	300,000	16,147	283,853	5%
111-0000-343-10-10 In-Lieu Parking	-	87,819	(87,819)	0%
111-0000-343-20-00 Penalties & Interest Delq	-	(2,635)	2,635	0%
111-0000-344-20-20 Residential Trash	-	(2)	2	0%
111-0000-345-10-70 IC Inspection	1,000	-	1,000	0%
111-0000-346-10-00 Animal Various Services	1,500	302	1,198	20%
111-0000-362-40-10 Parking Pilot Program	8,000	2,320	5,680	29%
111-0000-395-10-00 Reimbursements	30,000	6,937	23,063	23%
111-0000-395-10-05 Damage to City Property	50,000	1,135	48,865	2%
111-0000-395-30-00 State Mandated Costs	40,000	51,471	(11,471)	129%
CHARGES FOR SERVICES TOTAL	758,500	262,027	496,473	35%
PARKS AND RECREATION FEES				
111-0000-347-20-00 Sports Youth	15,000	11,815	3,185	79%
111-0000-347-25-00 Sports Adult	8,000	3,940	4,060	49%
111-0000-347-30-00 Personnel Fees	1,000	-	1,000	0%
111-0000-347-40-00 Pre-School	1,000	3,210	(2,210)	321%
111-0000-347-50-00 Special Interest	40,000	15,960	24,040	40%
111-0000-347-70-00 Facility Fees	100,000	40,997	59,003	41%
111-0000-347-70-05 Passes	10,000	3,890	6,110	39%
111-0000-347-90-00 Misc Revenue	3,000	30	2,970	1%
PARKS AND RECREATION FEES TOTAL	178,000	79,842	98,158	45%
FINES AND FORFEITURES				
111-0000-351-10-10 Citations	2,300,000	589,987	1,710,013	26%
111-0000-351-10-30 Local Municipal Court	5,000	874	4,126	17%
111-0000-351-30-00 Vehicle Code Fines	30,000	9,948	20,052	33%
111-0000-380-05-00 Claims and Judgements	10,000	-	10,000	0%
FINES AND FORFEITURES TOTAL	2,345,000	600,809	1,744,191	26%

General Fund Revenues

<u>GENERAL FUND CONTINUED</u>	FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
MISCELLANEOUS REVENUE				
111-0000-399-77-05 Special Events	15,000	(725)	15,725	-5%
111-0000-399-90-30 Cash Short/Over	-	(2)	2	0%
111-0000-399-90-90 Miscellaneous Income	70,000	84,341	(14,341)	120%
111-0000-399-90-92 NSF Fees	-	25	(25)	0%
MISCELLANEOUS REVENUE TOTAL	85,000	83,639	1,361	98%
INVESTMENT AND RENTAL INCOME				
111-0000-361-10-00 Interest Income	2,000,000	336,013	1,663,987	17%
111-0000-362-10-00 Rents & Concessions	15,000	3,862	11,138	26%
111-0000-362-20-10 Lease Payment	175,000	44,958	130,042	26%
111-0000-362-20-15 Metro Transit Lease	30,000	9,100	20,900	30%
INVESTMENT AND RENTAL INCOME TOTAL	2,220,000	393,933	1,826,067	18%
FRANCHISE FEE				
111-0000-318-10-00 Franchise Fee	1,500,000	207,547	1,292,453	14%
FRANCHISE FEE TOTAL	1,500,000	207,547	1,292,453	14%
TRANSIENT OCCUPANCY TAX				
111-0000-318-30-00 Transient Occupancy Tax	126,000	32,016	93,984	25%
TRANSIENT OCCUPANCY TAX TOTAL	126,000	32,016	93,984	25%
GENERAL FUND TOTAL	42,912,900	6,702,654	36,210,246	16%

Special Fund Revenues

SPECIAL REVENUE FUNDS	FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
AMERICAN RESCUE PLAN ACT				
113-0000-331-55-00 American Rescue Plan	9,200,000	-	9,200,000	0%
ARPA TOTAL	9,200,000	-	9,200,000	0%
SPECIAL EVENTS CONTRIBUTIONS				
114-0000-364-10-00 Special Event	33,480	33,480	-	100%
114-0000-361-10-00 Interest Income	-	1,502	(1,502)	0%
SPECIAL EVENTS CONTRIBUTIONS TOTAL	33,480	34,982	(1,502)	104%
SPECIAL REVENUE DNA ID				
120-0000-355-20-05 County of L.A.	3,000	1,530	1,470	51%
120-0000-361-10-00 Interest Income	-	584	(584)	0%
SPECIAL REVENUE DNA ID TOTAL	3,000	2,114	886	70%
PREVENTION INTERVENTION				
122-0000-335-15-10 AB109-Prevention Interven	-	2,588	(2,588)	0%
122-0000-335-15-20 HOST	-	12,375	(12,375)	0%
122-0000-361-10-00 Interest Income	-	267	(267)	0%
PREVENTION INTERVENTION TOTAL	-	15,230	(15,230)	0%
STATE GRANTS				
201-0000-361-10-00 Interest Income	-	7,556	(7,556)	0%
STATE GRANTS TOTAL	-	7,556	(7,556)	0%
FEDERAL GRANTS				
203-0000-399-90-91 Cops Hiring Grant	375,000	-	375,000	0%
FEDERAL GRANTS TOTAL	375,000	-	375,000	0%
CFP PACIFIC BLVD				
205-0000-361-10-00 Interest Income	-	709	(709)	0%
CFP PACIFIC BLVD TOTAL	-	709	(709)	0%
CMAQ METRO RAPID				
208-0000-361-10-00 Interest Income	-	397	(397)	0%
CMAQ METRO RAPID TOTAL	-	397	(397)	0%
MEASURE M				
210-0000-314-50-00 Measure M	971,000	325,623	645,377	34%
210-0000-361-10-00 Interest Income	-	39,729	(39,729)	0%
MEASURE M TOTAL	971,000	365,352	605,648	38%

Special Fund Revenues

<u>SPECIAL REVENUE FUNDS CONTINUED</u>		FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
EMPLOYEES' RETIREMENT					
216-0000-311-10-10	Secured	3,475,000	-	3,475,000	0%
216-0000-311-50-00	Home Owner Tax Relief	10,500	-	10,500	0%
216-0000-311-60-00	Residual Tax	5,500,000	3,072,670	2,427,330	56%
216-0000-319-10-00	Penalties & Interest Delq	15,000	-	15,000	0%
216-0000-361-10-00	Interest Income	-	104,523	(104,523)	0%
EMPLOYEES' RETIREMENT TOTAL		9,000,500	3,177,193	5,823,307	35%
SALES TAX- TRANSIT PROPOSITION A					
219-0000-314-10-00	Prop A	1,377,000	362,944	1,014,057	26%
219-0000-314-30-00	MTA Bus Passes	4,000	467	3,533	12%
219-0000-340-10-00	Dial-A-Ride Services	1,000	260	740	26%
219-0000-340-30-00	Fixed Route Fares	20,000	1,685	18,315	8%
219-0000-340-40-00	National Transit Database	180,000	-	180,000	0%
219-0000-361-10-00	Interest Income	-	12,181	(12,181)	0%
219-0000-395-41-15	Fuel Reimbursement	75,000	10,217	64,783	14%
SALES TAX- TRANSIT PROPOSITION A TOTAL		1,657,000	387,754	1,269,246	23%
SALES TAX- TRANSIT PROPOSITION C					
220-0000-314-20-00	Prop C	1,142,000	301,049	840,951	26%
220-0000-361-10-00	Interest Income	-	19,300	(19,300)	0%
SALES TAX- TRANSIT PROPOSITION C TOTAL		1,142,000	320,350	821,650	28%
STATE GASOLINE TAX					
221-0000-335-40-10	Fund 2105	328,000	87,394	240,606	27%
221-0000-335-40-20	Fund 2106	192,000	51,150	140,850	27%
221-0000-335-40-30	Fund 2107	387,000	113,057	273,943	29%
221-0000-335-40-40	Fund 2107.5	7,500	7,500	-	100%
221-0000-335-45-00	Road and Maint Rehab SB1	1,310,000	263,114	1,046,886	20%
221-0000-335-50-00	National Opioid Settlement	450,000	152,444	297,556	34%
221-0000-361-10-00	Interest Income	-	19,405	(19,405)	0%
STATE GASOLINE TAX TOTAL		2,674,500	694,065	1,980,435	26%
MEASURE R					
222-0000-340-65-05	Street Project	856,000	3,779,274	(2,923,274)	442%
222-0000-361-10-00	Interest Income	-	22,225	(22,225)	0%
MEASURE R TOTAL		856,000	3,801,500	(2,945,500)	444%
OFFICE OF TRAFFIC & SAFETY					
224-0000-335-30-96	OTS STEP	100,000	36,599	63,401	37%
224-0000-351-50-00	Vehicle Impound PT0703	4,500	(8,504)	13,004	-189%
224-0000-361-10-00	Interest Income	-	632	(632)	0%
OFFICE OF TRAFFIC & SAFETY TOTAL		104,500	28,727	75,773	27%
CAL COPS					
225-0000-335-30-10	Supplemental Law Enforcement	200,000	-	200,000	0%
225-0000-361-10-00	Interest Income	-	1,564	(1,564)	0%
CAL COPS TOTAL		200,000	1,564	198,436	1%
AIR QUALITY IMPROVEMENT TRUST					
226-0000-330-10-00	AB2766	60,000	18,524	41,476	31%
226-0000-361-10-00	Interest Income	-	1,306	(1,306)	0%
AIR QUALITY IMPROVEMENT TRUST TOTAL		60,000	19,830	40,170	33%

Special Fund Revenues

<u>SPECIAL REVENUE FUNDS CONTINUED</u>	FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
OFFICE OF CRIMINAL JUSTICE				
227-0000-331-20-00 JAG	30,000	-	30,000	0%
227-0000-361-10-00 Interest Income	-	3	(3)	0%
OFFICE OF CRIMINAL JUSTICE TOTAL	30,000	3	29,997	0%
STATE DEPARTMENT OF JUSTICE FUND				
228-0000-361-10-00 Interest Income	-	161	(161)	0%
STATE DEPARTMENT OF JUSTICE FUND TOTAL	-	161	(161)	0%
POLICE FORFEITURE				
229-0000-352-20-00 Treasury Fed Asset	150,000	18,085	131,915	12%
229-0000-361-10-00 Interest Income	-	4,296	(4,296)	0%
POLICE FORFEITURE TOTAL	150,000	22,381	127,619	15%
HOMELAND SECURITY FUND				
230-0000-335-30-70 Entitlement Revenue	50,000	-	50,000	0%
230-0000-361-10-00 Interest Income	-	823	(823)	0%
HOMELAND SECURITY FUND TOTAL	50,000	-	50,000	0%
ART IN PUBLIC PLACES				
232-0000-318-50-00 Art In Pblc Place Assessment	10,000	13,124	(3,124)	131%
232-0000-361-10-00 Interest Income	-	94	(94)	0%
ART IN PUBLIC PLACES TOTAL	10,000	13,218	(3,218)	132%
BULLETPROOF VEST GRANT				
233-0000-331-10-30 Bullet Proof Vest	7,500	-	7,500	0%
BULLETPROOF VEST GRANT TOTAL	7,500	-	7,500	0%
COMMUNITY DEVELOPMENT BLOCK GRANT				
239-0000-331-40-10 HCDA	528,775	910,373	(381,598)	172%
239-0000-361-25-00 Repayment to CDBG/ HUD	-	161,116	(161,116)	0%
COMMUNITY DEVELOPMENT BLOCK GRANT TOTAL	528,775	1,071,489	(542,714)	203%
HUD EZ/EC SOC SEC BLOCK				
240-0000-361-10-00 Interest Income	-	83	(83)	0%
BULLETPROOF VEST GRANT TOTAL	-	83	(83)	0%
CALHOME				
241-0000-334-60-20 Home Loan Payment	3,417,893	703	3,417,190	0%
CALHOME TOTAL	3,417,893	787	3,417,106	0%

Special Fund Revenues

<u>SPECIAL REVENUE FUNDS CONTINUED</u>	FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
HUD HOME PROGRAM				
242-0000-331-30-00 County Grant	3,000,194	222,554	2,777,640	7%
242-0000-331-40-20 Home Loan Payment-CR	-	40,614	(40,614)	0%
242-0000-361-10-00 Interest Income	-	7,559	(7,559)	0%
HUD HOME PROGRAM TOTAL	3,000,194	270,727	2,729,467	9%
ALCOHOLIC BEVERAGE CONTROL				
252-0000-335-20-40 A.B.C Multi Agency Grant	-	2,349	(2,349)	0%
ALCOHOLIC BEVERAGE CONTROL TOTAL	-	2,349	(2,349)	0%
HOME ARP GRANT				
254-0000-331-40-50 ARP Grant	1,772,700	-	1,772,700	0%
HUD HOME PROGRAM TOTAL	1,772,700	-	1,772,700	0%
ILLEGAL DISPOSAL ABATEMENT GRANT				
SOLID WASTE RECYCLE GRANT				
287-0000-334-10-00 Beverage Container Grant	15,000	-	15,000	0%
287-0000-334-20-00 Used Oil Recycling Grant	8,500	-	8,500	0%
287-0000-361-10-00 Interest Income	-	2,114	(2,114)	0%
SOLID WASTE RECYCLE GRANT TOTAL	23,500	2,114	21,386	9%
PED/BIKE PATH				
334-0000-334-30-00 TDA/Bike Path	45,000	-	45,000	0%
334-0000-361-10-00 Interest Income	-	1,566	(1,566)	0%
PED/BIKE PATH TOTAL	45,000	1,566	43,434	3%
MEASURE W				
335-0000-333-30-00 Meas. W-Safe Clean Water	430,000	-	430,000	0%
MEASURE W TOTAL	430,000	-	430,000	0%
MEASURE A LOCAL SOLUTIONS FUND				
336-0000-333-31-00 Measure A Local Solutions Fund	446,824	-	446,824	0%
MEASURE A LOCAL SOLUTIONS TOTAL	446,824	-	446,824	0%
SAFE CLEAN WATER GRANT				
337-0000-361-10-00 Interest Income	-	9,775	(9,775)	0%
SAFE CLEAN WATER GRANT TOTAL	-	9,775	(9,775)	0%
STREET LIGHT & LANDSCAPE ASSESSMENT				
535-0000-311-30-30 Measure L	2,000,000	-	2,000,000	0%
STREET LIGHT & LANDSCAPE ASSESSMENT TOTAL	2,000,000	-	2,000,000	0%
SPECIAL REVENUE FUNDS GROUP TOTAL	38,189,366	10,252,715	27,936,651	27%

Enterprise Fund Revenues

<u>ENTERPRISE FUNDS</u>		FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
RENT STABILIZATION ORDINANCE					
280-0000-591-10-10	Rent Stabilization Ordinance	750,000	-	750,000	0%
RENT STABILIZATION ORDINANCE TOTAL		750,000	-	750,000	0%
SEWER MAINTENANCE					
283-0000-344-30-00	Sewer Maintenance	270,000	24,186	245,814	9%
283-0000-361-10-00	Interest Income	-	8,849	(8,849)	0%
SEWER MAINTENANCE TOTAL		270,000	33,035	236,965	12%
SOLID WASTE MANAGEMENT					
285-0000-344-20-10	AB 939 Fees	200,000	33,247	166,753	17%
285-0000-344-20-30	Solid Waste Admin Reimb	-	2	(2)	0%
285-0000-361-10-00	Interest Income	-	14,406	(14,406)	0%
SOLID WASTE MANAGEMENT TOTAL		200,000	47,655	152,345	24%
WATER					
681-0000-322-55-05	Dispensary Fee	30,000	5,842	24,158	19%
681-0000-345-10-10	Water	5,300,000	500,349	4,799,651	9%
681-0000-345-10-40	Delinquent Charges	30,000	8,155	21,845	27%
681-0000-361-10-00	Interest Income	-	7,922	(7,922)	0%
681-0000-399-10-10	Reimbursements	15,000	58,627	(43,627)	391%
681-0000-399-10-20	Stand By Charges	21,000	1,536	19,464	7%
WATER TOTAL		5,396,000	582,431	4,813,569	11%
ENTERPRISE FUNDS GROUP TOTAL		6,616,000	663,121	5,952,879	10%

Internal Service Fund Revenues

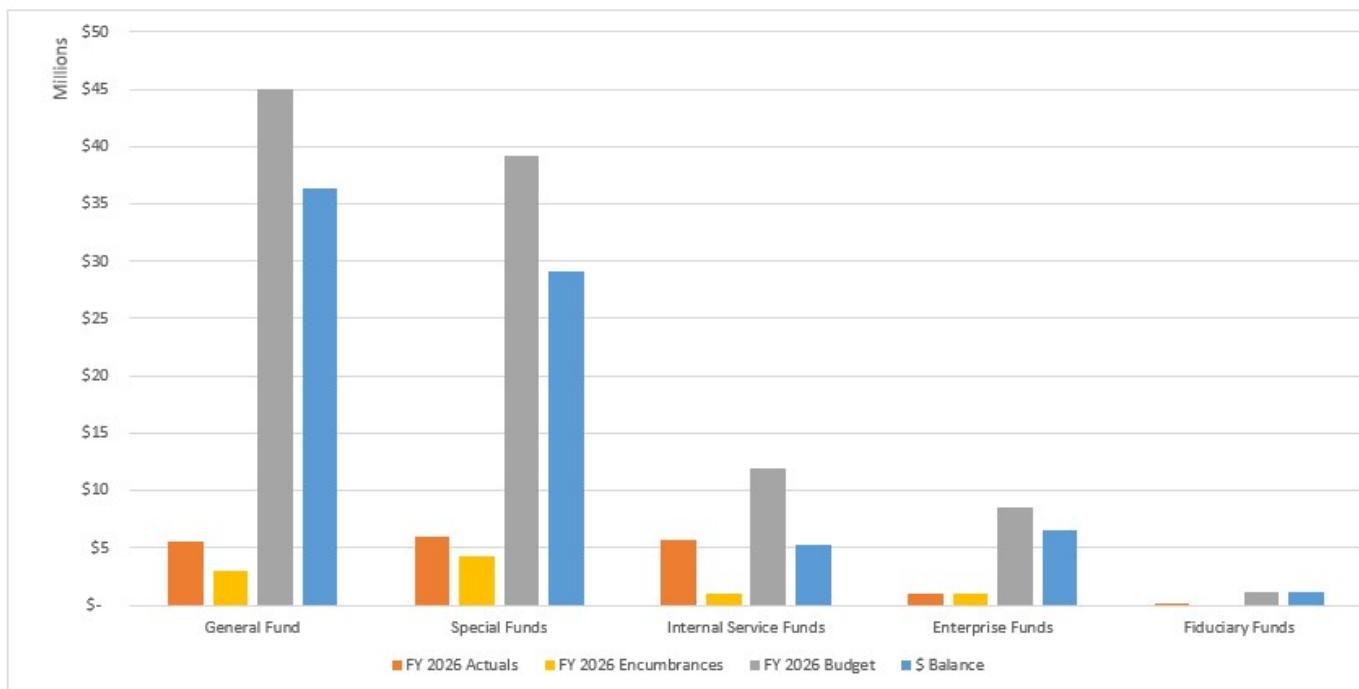
INTERNAL SERVICE FUNDS		FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/25	FY 2026 Differences	% of Budget Received
OTHER POST-EMPLOYMENT BENEFITS					
217-0000-361-10-00	Interest Income	-	2,145	(2,145)	0%
217-0000-391-10-05	Pension Tax	2,100	-	2,100	0%
217-0000-391-10-10	General Fund	2,086,200	-	2,086,200	0%
217-0000-391-20-10	Water	37,800	-	37,800	0%
217-0000-391-20-20	Sewer	2,200	-	2,200	0%
217-0000-391-20-30	Solid Waste	1,000	-	1,000	0%
217-0000-391-40-10	Prop C Sales Tax	17,200	-	17,200	0%
217-0000-391-40-20	Prop A Sales Tax	5,500	-	5,500	0%
217-0000-391-40-22	Measure R	3,000	-	3,000	0%
217-0000-391-40-30	Gas Tax	33,000	-	33,000	0%
217-0000-391-65-40	Street Light Assessment	7,900	-	7,900	0%
217-0000-391-81-20	Successor Agency	4,100	-	4,100	0%
OTHER POST-EMPLOYMENT BENEFITS TOTAL		2,200,000	2,145	2,197,855	0%
FLEET MAINTENANCE					
741-0000-391-10-10	General Fund	1,915,600	-	1,915,600	0%
FLEET MAINTENANCE TOTAL		1,915,600	-	1,915,600	0%
INFORMATION TECHNOLOGY TOTAL					
742-0000-391-10-10	General Fund	2,598,379	-	2,598,379	0%
INFORMATION TECHNOLOGY TOTAL		2,598,379	-	2,598,379	0%
RISK MANAGEMENT					
745-0000-391-10-05	Pension Tax	12,100	-	12,100	0%
745-0000-391-10-10	General Fund	4,126,350	-	4,126,350	0%
745-0000-391-20-10	Water	398,200	-	398,200	0%
745-0000-391-20-20	Sewer	30,400	-	30,400	0%
745-0000-391-20-30	Solid Waste	3,500	-	3,500	0%
745-0000-391-40-10	Prop C Sales Tax	16,600	-	16,600	0%
745-0000-391-40-20	Prop A Sales Tax	2,900	-	2,900	0%
745-0000-391-40-22	Measure R	1,500	-	1,500	0%
745-0000-391-40-30	Gas Tax	17,000	-	17,000	0%
745-0000-391-65-40	Street Light Assessment	4,100	-	4,100	0%
745-0000-391-81-20	Successor Agency	2,200	-	2,200	0%
745-0000-395-10-00	Reimbursements	10,000	-	10,000	0%
RISK MANAGEMENT TOTAL		4,624,850	-	4,624,850	0%
EMPLOYEE BENEFIT SHARE					
746-0000-361-10-00	Interest Income	-	258	(258)	0%
EMPLOYEE BENEFIT TOTAL		-	258	(258)	0%
INTERNAL SERVICE FUNDS GROUP TOTAL		11,338,829	2,403	11,336,426	0%

Fiduciary Fund Revenues

FIDUCIARY FUNDS	FY 2026		FY 2026		% of Budget	
	Adopted	Actuals As of	FY 2026	Differences		
	Budget	9/30/25	Received			
SUCCESSOR AGENCY						
275-0000-312-50-05 RPTTF ALLOCATION	1,273,250	-	1,273,250		0%	
SUCCESSOR AGENCY TOTAL	1,273,250	-	1,273,250		0%	
PUBLIC FINANCING AUTHORITY						
475-0000-361-10-00 Interest Income	-	43,530	(43,530)		0%	
PUBLIC FINANCING AUTHORITY TOTAL	-	43,530	(43,530)		0%	
FIDUCIARY FUNDS GROUP TOTAL	1,273,250	43,530	1,229,720		3%	

Expenditures

Expenditures	FY 2026 YTD		FY 2026 Encumbrances	FY 2026	
	Q1 Actuals	Adopted		\$	Balance
General Fund	\$ 5,562,174	\$ 44,960,190	\$ 3,001,310	\$ 36,396,706	
Special Funds	5,905,265	39,224,051	4,228,030	\$ 29,090,757	
Internal Service Funds	5,678,723	11,913,798	1,006,317	\$ 5,228,757	
Enterprise Funds	937,572	8,496,215	982,181	\$ 6,576,462	
Fiduciary Funds	17,207	1,127,747	-	\$ 1,110,540	
Total	\$ 18,100,941	\$ 105,722,001	\$ 9,217,839		\$ 78,403,222



FY 2026 Q1 Actuals: \$18,100,941

FY 2026 Adopted Expenditure Budget: \$105,722,001

City Council Budget Detail

<u>Expenditure/Expense Classification</u>	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	(34,693)	-	62,000	96,693
Stipend	31,472	-	136,400	104,928
Additional Pay	558	-	2,700	2,142
Allowances	-	-	-	-
Sick Leave Buy Back	(1,735)	-	1,500	3,235
PARS/PERS Retirement	3,647	-	36,300	32,653
CalPERS Unfunded Liability	15,837	-	98,500	82,663
Fringe Benefits	31,285	-	67,900	36,615
Medicare	639	-	2,900	2,261
Salary & Benefits Total	47,010	-	408,200	361,190
<u>Maintenance & Operations</u>				
Community Outreach/Materials	8,875	2,398	44,883	33,611
Council Meeting Expenses	2,600	-	15,000	12,400
Material and Supplies	1,216	-	15,500	14,284
Professional Development	12,917	-	50,000	37,083
Public Events	-	-	5,000	5,000
Maintenance & Operations Total	25,608	2,398	130,383	102,378
<u>Internal Service Charges</u>				
Internal Service Allocation	-	-	110,910	110,910
Internal Service Charges Total	-	-	110,910	110,910
Total Expenditures/Expenses	72,618	2,398	649,493	574,477

TOTAL BY FUND

<u>FUND TITLE</u>	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General Fund	56,781	2,398	550,993	491,814
216- Employees Retirement	15,837	-	98,500	82,663
	72,618	2,398	649,493	574,477

City Manager Budget Detail

<u>Expenditure/Expense Classification</u>	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
<i>Salaries & Benefits</i>				
Salaries Permanent/Full Time	15,965	-	624,000	608,035
Salaries Temporary/Part Time	-	-	-	-
Additional Pay	1,675	-	8,000	6,325
Allowances	1,344	-	6,500	5,156
Holiday Pay	-	-	-	-
Sick Leave Buy Back	(4,597)	-	5,500	10,097
Payout	-	-	5,000	5,000
Overtime	-	-	-	-
PARS/PERS Retirement	11,842	-	60,200	48,358
CalPERS Unfunded Liability	3,492	-	100,500	97,008
Fringe Benefits	18,738	-	107,200	88,462
Medicare	1,398	-	9,000	7,602
City Paid Deferred Compensation	5,149	-	24,900	19,751
Salary & Benefits Total	55,006	-	950,800	895,794
<i>Maintenance & Operations</i>				
Community Services	-	-	10,000	10,000
Legal Services	-	-	-	-
Holiday Parade	-	-	17,000	17,000
Material and Supplies	1,438	-	7,500	6,062
Membership and Dues	10,456	1,250	25,000	13,294
Professional Development	1,250	-	15,500	14,251
Professional/Contractual Services	22,507	25,604	353,888	305,777
Community Impact & Engagement	6,394	150,000	350,000	193,606
Maintenance & Operations Total	42,045	176,853	778,888	559,990
<i>Internal Service Charges</i>				
Internal Service Allocation	-	-	120,910	120,910
Internal Service Charges Total	-	-	120,910	120,910
<i>Capital Outlay</i>				
Equipment	-	-	-	-
Capital Outlay Total	-	-	-	-
Total Expenditures/Expenses	97,051	176,853	1,850,598	1,576,693
TOTAL BY FUND				
FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General fund	93,559	176,853	1,750,098	1,479,685
216- Employees Retirement	3,492	-	100,500	97,008
	97,051	176,853	1,850,598	1,576,693

City Clerk Budget Detail

<u>Expenditure/Expense Classification</u>	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	35,412	-	239,100	203,688
Additional Pay	558	-	2,700	2,142
Overtime	284	-	3,000	2,716
Payout	-	-	2,500	2,500
Sick Leave Buy Back	(4,775)	-	1,600	6,375
PARS/PERS Retirement	4,115	-	19,800	15,685
CalPERS Unfunded Liability	1,532	-	42,600	41,068
Fringe Benefits	9,245	-	35,600	26,355
Medicare	777	-	3,500	2,723
Salary & Benefits Total	47,148	-	350,400	303,252
<u>Maintenance & Operations</u>				
Advertising & Publication	1,454	-	7,000	5,546
Material and Supplies	245	-	1,600	1,355
Membership and Dues	-	-	1,000	1,000
Municipal Election	-	15,000	190,000	175,000
Professional Development	925	-	2,000	1,075
Professional/Contractual Services	6,150	2,350	69,350	60,850
Maintenance & Operations Total	8,774	17,350	270,950	244,826
<u>Internal Service Charges</u>				
Internal Service Allocation	-	-	120,910	120,910
Internal Service Charges Total	-	-	120,910	120,910
Total Expenditures/Expenses	55,922	17,350	742,260	668,988

TOTAL BY FUND

FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General Fund	54,390	17,350	699,660	627,920
216- Employees Retirement	1,532	-	42,600	41,068
	55,922	17,350	742,260	668,988

Community Development Budget Detail

<u>Expenditure/Expense Classification</u>	<u>FY 2026 Actual YTD Q1</u>	<u>FY 2026 Encumbrances</u>	<u>FY 2026 Adopted</u>	<u>\$ Balance</u>
<i>Salaries & Benefits</i>				
Salaries Permanent/Full Time	(6,964)	-	1,194,900	1,201,864
Salaries Temporary/Part Time	-	-	138,000	138,000
Stipend	900	-	3,000	2,100
Additional Pay	2,581	-	13,800	11,219
Premium Pay	1,488	-	7,200	5,712
Allowances	1,463	-	6,000	4,538
Overtime	184	-	3,700	3,516
Vacation Payout	3,709	-	15,500	11,791
Holiday Pay	472	-	1,000	528
Sick Leave Buy Back	(9,894)	-	12,500	22,394
Severance	-	-	-	-
PARS/PERS Retirement	15,191	-	132,100	116,909
CalPERS Unfunded Liability	24,082	-	180,500	156,418
Uniform Allowance	-	-	450	450
Fringe Benefits	30,581	-	332,200	301,619
Medicare	1,801	-	20,400	18,599
Salary & Benefits Total	65,594	-	2,061,250	1,995,656
<i>Maintenance & Operations</i>				
Acquisition of Rental Housing (Fund 201)	-	-	1,201,403	1,201,403
Affordable Development 2024	-	-	232,782	232,782
After School Program (Fund 239)	5,104	3,440	44,440	35,895
Audit Fees (Fund 239)	-	105	33,198	33,093
CDBG Penalties (Fund 239)	161,116	-	161,116	-
Contractual Admin Services (Fund 201)	5,575	40,738	94,792	48,479
Façade Improvement Program (Fund 239)	10,995	29,500	389,500	349,005
Fair Housing Services (Fund 239)	2,122	27,878	32,887	2,887
First Time Home Buyer (Fund 241)	-	-	2,192,625	2,192,625
First Time Home Buyer (Fund 242)	-	-	2,036,842	2,036,842
Health & Education Commission Programming	496	-	5,300	4,804
Historic Preservation Commission Programming	-	-	5,000	5,000
Home Repair Program 2024 (Fund 241)	166,283	405,658	1,298,154	726,214
Home Repair Program 2024 (Fund 242)	-	-	116,000	116,000
Hybrid Learning Program (Fund 239)	38,553	2,481	154,987	113,952
Little Library Program	-	-	5,000	5,000
Material and Supplies	1,243	-	6,075	4,832
Membership and Dues	-	-	22,500	22,500
Planning Commission Programming	-	-	5,000	5,000
Professional Development	2,002	-	16,500	14,498
Professional/Contractual Services	359,609	123,469	2,462,559	1,979,481
Professional/Contractual Services (Fund 239)	-	52,600	75,000	22,400
Professional/Contractual Services (Fund 241)	14,634	-	288,603	273,969
Professional/Contractual Services (Fund 242)	-	3,346	5,890	2,544
Professional/Contractual Services (Fund 254)	-	74,505	1,847,162	1,772,657
Professional/Contractual Services (Fund 280)	-	416,120	1,126,275	710,155
Residential Rehab (Fund 242)	89,433	450,174	1,356,502	816,895
Senior Program (Fund 239)	1,135	4,082	41,700	36,483
Software/License (Fund 280)	-	27,600	107,000	79,400
Supportive Care Management (Fund 201)	26,508	125,428	151,937	1
Maintenance & Operations Total	884,809	1,787,125	15,516,729	12,844,796

Community Development Budget Detail**Internal Service Charges**

Internal Service Allocation	-	-	241,821	241,821
Internal Service Charges Total	-	-	241,821	241,821

Capital Outlay

Equipment	6,089	-	9,900	3,811
Improvements (Fund 239)	-	11,175	11,175	-
Capital Outlay Total	6,089	11,175	21,075	3,811
Total Expenditures/Expenses	956,491	1,798,300	17,840,875	15,086,084

TOTAL BY FUND

FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General Fund	572,066	123,469	4,558,021	3,862,486
201- PLHA	32,083	166,166	1,448,132	1,249,883
216- Employees Retirement	24,082	-	180,500	156,418
239- Community Development Block Grant	57,910	131,261	847,587	658,416
241- CalHome	180,917	405,658	3,779,382	3,192,807
242- HUD Home Program	89,433	453,520	3,748,016	3,205,063
254- Home ARP	-	74,505	1,847,162	1,772,657
280- Rent Stabilization	-	443,720	1,432,075	988,355
	956,491	1,798,300	17,840,875	15,086,084

Human Resources Budget Detail

<u>Expenditure/Expense Classification</u>	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	65,338	255	523,055	457,462
Additional Pay	1,676	-	7,850	6,174
Stipend	300	-	1,600	1,300
Overtime	43	-	3,000	2,957
Holiday Pay	-	-	-	-
Payout	-	-	1,600	1,600
Sick Leave Buy Back	(3,682)	-	1,500	5,182
Replacement Benefit IRC	-	-	32,000	32,000
PARS/PERS Retirement	19,009	-	47,400	28,391
CalPERS Unfunded Liability	4,849	-	28,100	23,251
Fringe Benefits	17,035	-	124,500	107,465
Medicare	1,158	-	7,800	6,642
Salary & Benefits Total	105,725	255	778,405	672,425
<u>Maintenance & Operations</u>				
Advertising and Publication	-	-	2,000	2,000
Civil Service Hearings	-	-	16,000	16,000
Civil Service Commission Programming	-	-	5,000	5,000
Material and Supplies	4,995	2,223	13,500	6,282
Membership and Dues	-	-	1,800	1,800
Professional Development	-	-	11,100	11,100
Professional/Contractual Services	10,318	51,453	101,453	39,682
Maintenance & Operations Total	15,313	53,675	150,853	81,865
<u>Internal Service Charges</u>				
Internal Service Allocation	-	-	120,910	120,910
Internal Service Charges Total	-	-	120,910	120,910
<u>Capital Outlay</u>				
Equipment	-	-	2,000	2,000
Capital Outlay Total	-	-	2,000	2,000
Total Expenditures/Expenses	121,038	53,930	1,052,168	877,199
TOTAL BY FUND				
FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General Fund	96,083	53,930	951,218	801,204
216- Employees Retirement	16,437	-	60,100	43,663
745- Risk Management	8,517	-	40,850	32,333
	121,038	53,930	1,052,168	877,199

Finance Budget Detail

<u>Expenditure/Expense Classification</u>	<u>FY 2026 Actual YTD Q1</u>	<u>FY 2026 Encumbrances</u>	<u>FY 2026 Adopted</u>	<u>\$ Balance</u>
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	84,753	-	1,346,400	1,261,647
Additional Pay	3,906	-	16,450	12,544
Premium Pay	2,233	-	12,000	9,767
Overtime	3,596	-	35,200	31,604
Vacation Payout	-	-	15,700	15,700
Sick Leave Buy Back	(16,624)	-	9,500	26,124
PARS/PERS Retirement	27,765	-	170,600	142,835
CalPERS Unfunded Liability	7,747	-	273,800	266,053
Fringe Benefits	61,916	-	360,100	298,184
Medicare	3,358	-	20,540	17,182
Salary & Benefits Total	178,650	-	2,260,290	2,081,640
<u>Maintenance & Operations</u>				
Audit Fees	31,035	172,715	203,750	-
Material and Supplies	2,252	1,134	24,500	21,114
Postage	8,622	-	28,000	19,378
Professional Development	2,041	-	31,400	29,359
Professional/Contractual Services	77,629	43,103	412,400	291,668
Trustee Fees	2,835	-	2,700	(135)
Maintenance & Operations Total	124,414	216,952	702,750	361,384
<u>Internal Service Charges</u>				
Internal Service Allocation	-	-	120,910	120,910
Internal Service Charges Total	-	-	120,910	120,910
Total Expenditures/Expenses	303,064	216,952	3,083,950	2,563,934

Finance Budget Detail

TOTAL BY FUND

FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General Fund	161,867	216,952	2,091,760	1,712,941
216- Employees Retirement	13,304	-	297,300	283,996
219- Sales Tax-Transit Proposition A	5,176	-	41,300	36,124
220- Sales Tax-Transit Proposition C	2,722	-	20,900	18,178
222- Measure R	5,176	-	40,550	35,374
275- Successor Agency	17,207	-	104,500	87,293
280- Rent Stabilization	-	-	-	-
283- Sewer Maintenance	-	-	1,120	1,120
285- Solid Waste Management	-	-	1,120	1,120
535- Street Light & Landscape	6,916	-	62,100	55,184
681- Water	83,781	-	371,000	287,219
742- Information Technology	-	-	-	-
745- Risk Management	6,914	-	52,300	45,386
	<hr/> 303,064	<hr/> 216,952	<hr/> 3,083,950	<hr/> 2,563,934

Parks & Recreation Budget Detail

Expenditure/Expense Classification	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	45,146	-	878,100	832,954
Salaries Temporary/Part Time	88,841	-	724,700	635,859
Additional Pay	5,547	-	30,900	25,353
Overtime	810	-	18,000	17,190
P&R Commission Stipend	-	-	1,425	1,425
Youth Commission Stipend	75	-	1,400	1,325
Vacation Payout	-	-	6,500	6,500
Sick Leave Buy Back	(14,338)	-	10,500	24,838
PARS/PERS Retirement	18,296	-	97,000	78,704
CalPERS Unfunded Liability	37,877	-	154,200	116,323
Fringe Benefits	42,558	-	172,100	129,542
Medicare	3,779	-	23,300	19,521
Salary & Benefits Total	228,590	-	2,118,125	1,889,535
<u>Maintenance & Operations</u>				
Adult Sports Supplies	-	-	1,000	1,000
After School Program Supplies	362	-	3,000	2,638
Art Walk on Pacific	-	-	2,000	2,000
Bank Services	253	-	-	(253)
Class Instructors	9,364	-	36,600	27,236
Commission Supplies	-	-	500	500
Community Center Supplies	61	1,054	11,000	9,885
Events Supplies	39	(4,016)	24,884	28,861
Fourth of July	-	1,000	27,500	26,500
Halloween	6,669	200	20,000	13,131
Holiday Parade	-	-	25,000	25,000
Material and Supplies	651	-	6,500	5,849
Membership and Dues	180	-	950	770
Performing Arts at Parks	2,500	-	17,100	14,600
P&R Commission Programming	-	-	5,000	5,000
Professional Development	2,665	4,120	9,500	2,715
Professional/Contractual Events Services	1,843	3,000	12,538	7,695
Professional/Contractual Services	6,375	370	27,140	20,395
Youth Recreational Transit (Fund 219)	-	-	5,000	5,000
Referee Services	-	7,289	14,969	7,680
Senior Dance Program	-	-	7,000	7,000
Senior Meal Program	1,054	11,006	10,060	(2,000)
Uniforms	-	-	2,000	2,000
YC Professional Development	-	-	500	500
YC Commission Programming	-	-	5,000	5,000
Youth Sports Supplies	896	4,570	21,554	16,089
Maintenance & Operations Total	32,910	28,593	296,295	234,793

Parks & Recreation Budget Detail

Internal Service Charges

Internal Service Allocation	-	-	257,421	257,421
Internal Service Charges Total	-	-	257,421	257,421

Capital Outlay

Equipment	34,158	69,053	168,348	65,137
Improvements	-	7,070	20,570	13,500
Capital Outlay Total	34,158	76,123	188,918	78,637
Total Expenditures/Expenses	295,658	104,716	2,860,759	2,460,385

TOTAL BY FUND

FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General	257,781	101,181	2,698,024	2,339,062
114- Special Events Contribution	-	3,535	3,535	-
216- Employees Retirement	37,877	-	154,200	116,323
219- Sales Tax-Transit Proposition A	-	-	5,000	5,000
	295,658	104,716	2,860,759	2,460,385

Police Budget Detail

<u>Expenditure/Expense Classification</u>	<u>FY 2026 Actual YTD Q1</u>	<u>FY 2026 Encumbrances</u>	<u>FY 2026 Adopted</u>	<u>\$ Balance</u>
<u>Salaries & Benefits</u>				
Salaries Permanent/Full Time	(42,894)	-	10,468,000	10,510,894
Salaries Temporary/Part Time	28,900	-	154,100	125,200
Additional Pay	38,482	-	153,700	115,218
Premium Pay	58,885	-	150,000	91,115
Allowances	4,602	-	4,150	(452)
Overtime	412,221	-	1,292,600	880,379
Holiday Pay	16,313	-	158,000	141,687
Vacation Payout	9,369	-	10,000	631
Sick Leave Buy Back	(129,224)	-	151,800	281,024
Uniform Allowance	18,706	-	23,700	4,994
PARS/PERS Retirement	452,084	-	2,290,500	1,838,416
CalPERS Unfunded Liability	1,028,637	-	5,401,200	4,372,563
Fringe Benefits	392,600	-	1,935,100	1,542,500
Medicare	36,484	-	156,200	119,716
Salary & Benefits Total	2,325,164	-	22,349,050	20,023,886
<u>Maintenance & Operations</u>				
Material and Supplies	23,374	23,868	285,203	237,962
FOU Material and Supplies	5,104	98,397	154,367	50,866
Memberships and Dues	-	-	7,500	7,500
Pension Obligation Bonds	-	-	2,520,524	2,520,524
Professional Development	55,859	2,925	133,825	75,041
Police Investigation (Fund 252)	-	-	700	700
Professional/Contractual Services	212,252	465,031	760,941	83,659
Spay/Neuter Program	-	-	5,000	5,000
Maintenance & Operations Total	296,589	590,220	3,868,060	2,981,251
<u>Internal Service Charges</u>				
Internal Service Allocation	-	-	690,462	690,462
Fleet Maintenance (Includes Fuel)	17,765	68,226	155,664	69,673
Internal Service Charges Total	17,765	68,226	846,126	760,135
<u>Capital Outlay</u>				
Equipment (111, 224, 225, 229, 230, 233)	213,474	632,240	680,369	(165,345)
Improvements	9,372	7,804	17,804	628
Vehicles	222,800	160,421	643,361	260,140
Capital Outlay Total	445,646	800,465	1,341,534	95,423
Total Expenditures/Expenses	3,085,163	1,458,912	28,404,770	23,860,695

Police Budget Detail**TOTAL BY FUND**

FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General	2,299,342	1,290,081	19,564,296	15,974,873
122- Prevention Intervention	14,228	-	-	(14,228)
203- Cops Hiring Grant	10,810	-	-	(10,810)
216- Employees Retirement	3,031,426	-	7,921,724	4,890,298
224- Office of Traffic & Safety	36,865	19,999	252,450	195,585
225- Cal Cops	46,863	51,436	944	(97,355)
229- Police Forfeiture	109,348	97,396	97,396	(109,348)
230- Homeland Security Fund	55,000	-	-	(55,000)
233- Bullet Proof Vest Grant	472	-	7,960	7,488
252- ABC Grant	92	-	60,000	59,908
338- Cannabis Tax Fund Grant	1,240	-	500,000	498,760
	5,605,687	1,458,912	28,404,770	21,340,171

Public Works Budget Detail

<u>Expenditure/Expense Classification</u>	<u>FY 2026 Actual YTD Q1</u>	<u>FY 2026 Encumbrances</u>	<u>FY 2026 Adopted</u>	<u>\$ Balance</u>
<i>Salaries & Benefits</i>				
Salaries Permanent/Full Time	(34,525)	-	1,966,500	2,001,025
Salaries Temporary/Part Time	20,577	-	202,200	181,623
Additional Pay	9,351	-	46,330	36,979
Premium Pay	2,947	-	15,330	12,383
Allowances	4,200	-	7,000	2,800
Overtime	14,514	-	90,000	75,486
Holiday Pay	-	-	-	-
Vacation Payout	-	-	5,000	5,000
Sick Leave Buy Back	(29,505)	-	12,000	41,505
PARS/PERS Retirement	58,595	-	319,600	261,005
CalPERS Unfunded Liability	112,201	-	541,300	429,099
Fringe Benefits	119,534	-	605,300	485,766
Medicare	5,632	-	30,400	24,768
Salary & Benefits Total	283,523	-	3,840,960	3,557,437
<i>Maintenance & Operations</i>				
Advertising and Publication (Fund 681)	-	-	8,000	8,000
Building Maintenance	63,937	64,275	248,845	120,633
Bus Passes (Fund 219)	372	-	2,000	1,628
Dial-A-Ride (Fund 219)	297,774	565,129	862,903	0
Fixed Route Transit (Funds 219,220,222)	233,978	316,594	550,572	(0)
Fuel and Oil (Fund 741)	73,126	31,846	374,510	269,537
Infrastructure Maintenance (Fund 113)	-	4,187	4,187	-
Maintenance of Wells (Fund 681)	2,947	118,521	362,581	241,114
Material and Supplies	25,982	69	165,411	139,360
Material and Supplies (Funds 221,535)	75,316	73,283	394,905	246,307
Material and Supplies (Enterprise Funds)	153	-	8,000	7,847
Permits and Fees	8,857	-	113,000	104,143
Playground Maintenance	-	-	35,000	35,000
Professional Development	1,068	-	11,500	10,432
Professional/Contractual Services	192,369	436,885	1,588,502	959,248
Professional/Contractual Services Enterprise Funds	147,230	418,789	2,668,717	2,102,699
Professional/Contractual Services (Funds 210,220,221,222,535)	563,987	1,141,413	2,628,023	922,623
Professional/Contractual Services (Fund 287)	-	7,000	32,600	25,600
Storm Water WMP	63,768	16,721	226,405	145,917
Vehicle/Transit Maintenance	160,066	132,772	715,102	422,264
Water Purchase/Supply (Fund 681)	691,091	-	3,400,000	2,708,909
Maintenance & Operations Total	2,602,021	3,327,483	14,400,763	8,471,259

Public Works Budget Detail**Internal Service Charges**

Internal Service Allocation	-	-	483,643	483,643
Internal Service Charges Total	-	-	483,643	483,643

Capital Outlay

Equipment	37,036	518,132	908,730	353,562
Improvements	15,292	18,710	412,491	378,489
Water & Sewer Master Plan	65,449	222,394	287,843	0
Vehicles	87,117	-	527,000	439,883
Capital Outlay Total	204,895	759,236	2,136,064	1,171,933

Total Expenditures/Expenses	3,090,438	4,086,719	20,861,430	13,684,273
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TOTAL BY FUND

FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General Fund	269,242	541,409	4,254,095	3,443,444
113- American Rescue Plan Act	65,449	226,581	292,030	0
210- Measure M	2,773	29,180	275,942	243,989
216- Employees Retirement	112,201	-	541,300	429,099
219- Sales Tax-Transit Prop A	394,509	629,864	1,435,974	411,601
220- Sales Tax-Transit Prop C	145,909	255,506	908,232	506,817
221- State Gasoline Tax	446,930	706,376	2,503,603	1,350,297
222- Measure R	75,276	193,334	583,626	315,016
283- Sewer Maintenance	18,231	52,249	355,063	284,583
285- Solid Waste Management	85	-	282,000	281,915
287- Solid Waste Recycle Grant	-	7,000	32,600	25,600
535- Street Light and Landscape	340,180	722,174	1,379,529	317,174
681- Water	835,475	485,060	6,052,685	4,732,150
741- Fleet Maintenance	384,178	237,986	1,964,751	1,342,587
	3,090,438	4,086,719	20,861,430	13,684,273

Non-Departmental Budget Detail

<u>Expenditure/Expense Classification</u>	<u>FY 2026 Actual YTD Q1</u>	<u>FY 2026 Encumbrances</u>	<u>FY 2026 Adopted</u>	<u>\$ Balance</u>
<u>Maintenance & Operations</u>				
Bank Services	21,072	-	105,000	83,928
Citation Parking Collections	105,464	114,256	510,000	290,281
City Wide Training	-	-	6,000	6,000
Debt Service	340,759	-	1,308,680	967,921
Electric and Gas Charges	332,386	-	1,600,000	1,267,614
Equipment Lease/Rental	21,562	1,520	74,720	51,638
Data Migration Services	-	-	130,000	130,000
Interest	-	-	55,327	55,327
Legal Services	175,015	-	1,290,000	1,114,985
Legal Settlements	255,145	-	2,500,000	2,244,855
Material and Supplies	7,610	-	65,000	57,390
Membership and Dues	16,171	24,255	55,000	14,574
Other Expenses	40,833	-	-	(40,833)
Penalties & Interest	400	-	5,000	4,600
Postage	16,005	-	25,000	8,995
Professional/Contractual Services	105,224	307,742	543,839	130,873
Software/License (Fund 742)	306,160	746,907	2,373,859	1,320,793
Telephone & Wireless	169,265	-	425,500	256,235
ARPA Expenses	-	-	9,200,000	9,200,000
Tuition Assistance	-	-	25,000	25,000
Maintenance & Operations Total	1,913,070	1,194,680	20,297,925	17,190,175
<u>Internal Service Charges</u>				
Retiree Health Insurance Premium	367,949	-	2,200,000	1,832,051
Ins - Benefits Active EEs	402,991	-	345,000	(57,991)
Ins - Liability Premium	4,023,205	-	3,800,000	(223,205)
OPEB Contributions	-	-	-	-
Risk Management Liability Premium	416,148	-	160,000	(256,148)
Workers' Compensation Liability Premium	189,566	-	270,000	80,434
Internal Service Charges Total	5,399,859	-	6,775,000	1,375,141
<u>Capital Outlay</u>				
Equipment	11,178	21,829	597,443	564,436
Capital Outlay Total	11,178	21,829	597,443	564,436
Total Expenditures/Expenses	7,324,107	1,216,509	27,670,368	19,129,752

Non-Departmental Budget Detail**TOTAL BY FUND**

FUND TITLE	FY 2026 Actual YTD Q1	FY 2026 Encumbrances	FY 2026 Adopted	\$ Balance
111- General	1,684,617	433,614	7,216,822	5,098,591
113- American Rescue Plan Act	19,618	14,564	9,233,642	9,199,461
217- Other Post-Employment Benefits	-	-	2,200,000	2,200,000
222- Measure R	-	-	-	-
239- Community Development Block Grant	161,116	-	-	(161,116)
275- Successor Agency	-	-	1,023,247	1,023,247
283- Sewer Maintenance	-	-	-	-
285- Solid Waste Management	-	-	-	-
535- Street Lighting & Landscape	340,759	-	340,760	1
681- Water	-	-	-	-
742- Information Technology	317,516	768,331	3,125,897	2,040,050
745- Risk Management	4,961,598	-	4,530,000	(431,598)
	<u>7,485,223</u>	<u>1,216,509</u>	<u>27,670,368</u>	<u>18,968,636</u>

Special Events

<u>Expenditure/Expense Classification</u>	<u>FY 2026 Q1 YTD</u>	<u>2024-25 Adopted Budget</u>	<u>FY 2026 Adopted Budget</u>
<u>Special Events</u>			
4th of July	1,493	18,675	26,500
5K Event	-	15,940	7,900
Art Walk	6,108	49,800	22,000
Citizen's/Community Academy	-	10,000	5,000
Dia De Los Muertos	4,388	6,315	5,500
LA Dodgers Event	-	1,000	-
Earth Day	-	5,930	500
Graduation Stage at City Hall	-	-	-
Halloween	14,415	47,070	30,000
Holiday Parade	-	261,940	169,000
LE Torch Run	41	-	-
Mayor Holiday Award	-	2,000	-
Meet Your Police	-	-	-
Memorial Day	-	3,840	-
National Night Out	1,737	9,500	7,500
Performing Arts at Parks	2,500	25,500	10,500
Spay & Neuter	-	5,000	5,000
Special Presentations	-	1,750	-
State of the City	-	2,240	5,000
Summer Nights	-	5,520	1,500
Toy Drive	-	17,807	-
Tree Lighting Ceremony	-	5,403	2,100
Turkey Give-A-Way	-	13,000	4,000
Memorial & Veterans Day	1,767	3,155	10,000
Total Special Events	32,449	511,385	312,000

FY 2026 Year to Date
* Includes Regular Salaries

2024-2025 Adopted Budget is
Based on overtime & expenditure accounts

2025-2026 Adopted Budget is also
Based on overtime & expenditure accounts

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year	Fiscal Year	Fiscal Year
		2024-2025 Filled	2024-2025 Adopted	2025-2026 Adopted
City Council				
City Council		5	5	5
Administrative Assistant		1	1	1
Total		6	6	6
City Manager				
City Manager		1	1	1
Assistant City Manager		-	1	1
Management Analyst		1	1	1
Administrative Analyst		1	1	1
Total		3	4	4
City Clerk				
City Clerk		1	1	1
Deputy City Clerk		1	1	1
Administrative Specialist		1	1	1
Total		3	3	3
Communications & Community Relations				
Director of Communications & Community Relations		1	1	1
Administrative Specialist		1	1	1
Total		2	2	2
Community Development				
Director of Community Development		1	1	1
Administrative Clerk		1	1	1
Administrative Specialist		-	1	1
Project Manager		1	1	1
Planning Manager		1	1	1
Assistant Planner		1	-	1
Associate Planner		1	2	2
Management Analyst (RSO)		-	1	1
Code Enforcement Manager		-	-	1
Code Enforcement Officer		3	4	4
Code Enforcement Officer (RSO)		-	-	1
Planning Intern (P/T)		-	1	1
Total		9	13	16
Human Resources				
Human Resources Director		-	-	1
Human Resources Risk Manager		1	1	1
Human Resources Supervisor		1	1	1
Human Resources Technician		1	1	1
Human Resources Assistant		1	1	1
Total		4	4	5

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year	Fiscal Year	Fiscal Year
		2024-2025 Filled	2024-2025 Adopted	2025-2026 Adopted
Finance				
	Director of Finance	1	1	1
	Finance Manager	1	1	1
	Revenue Collection Supervisor	1	1	1
	Payroll Supervisor	-	-	1
	Business License Enforcement Officer	1	1	1
	Administrative Assistant	1	1	1
	Administrative Analyst	1	1	1
	Management Analyst	1	1	1
	Accountant	2	2	2
	Finance Technician	1	1	1
	Purchasing Agent	1	1	1
	Finance Assistant I	3	3	3
	Finance Assistant II	2	2	1
	Administrative Specialist	1	1	1
	Total	17	17	17
Parks and Recreation				
	Director of Parks & Recreation	1	1	1
	Recreation Manager	1	1	1
	Senior Recreation Supervisor	1	1	1
	Recreation Supervisor	1	1	1
	Community Services Supervisor	1	1	1
	Management Analyst	1	1	1
	Recreation Coordinator	4	4	5
	Recreation Leader (P/T)	10	10	10
	Assistant Recreation Leader (P/T)	16	28	24
	Total	36	48	45
Police - Sworn				
	Chief of Police	1	1	1
	Police Captain	-	1	1
	Police Lieutenant	5	5	5
	Police Lieutenant (P/T)	2	2	1
	Police Sergeant	4	6	8
	Police Corporal	10	10	10
	Police Officer	30	35	33
	Total	52	60	59

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year	Fiscal Year	Fiscal Year
		2024-2025 Filled	2024-2025 Adopted	2025-2026 Adopted
Police (Non-Sworn)				
	Administrative Assistant to the Chief of Police	1	1	1
	Administrative Secretary	1	1	1
	Administrative Specialist	1	1	1
	Animal Enforcement Officer	2	2	2
	Public Safety Dispatcher Supervisor	1	1	1
	Public Safety Dispatcher	7	8	8
	Community Service Officer	1	2	2
	Crime Analyst	-	-	1
	Jailer Supervisor	1	1	1
	Jailer	4	5	5
	Parking Enforcement Officer	6	6	6
	Police Cadets (P/T)	6	8	7
	Police Records Supervisor	1	1	1
	Police Records Coordinator	1	1	1
	Police Records Clerk	2	3	3
	Public Safety Officer	7	9	8
	Property & Evidence Specialist	1	1	1
	Total	43	51	50
Public Works				
	Director of Public Works	1	1	1
	Administrative Specialist	2	2	2
	Public Works Superintendent	-	-	1
	Fleet/Street Manager	1	1	-
	Equipment Mechanic Supervisor	-	-	1
	Public Works Supervisor	2	2	2
	Building Inspector	1	1	1
	Management Analyst	1	1	1
	Equipment Mechanic	2	2	2
	Journeyman Electrician	3	3	3
	Senior Maintenance Worker	-	-	2
	Maintenance Worker	12	12	10
	General Laborer (P/T)	6	8	8
	Graduate Management Intern (P/T)	1	1	1
	Total	32	34	35
	Grand Total	207	242	242

ATTACHMENT "B"

City of Huntington Park



Adopted Capital Improvement Project Budget

Fiscal Year 2025 – 2026

Q1 CIP Budget Status Report

Capital Improvement Projects – Q1 CIP Budget Status Summary

Adopted Budget

Capital projects are long-term improvement and maintenance programs designed to preserve the City's infrastructure, buildings and facilities. The programs are broad and include both street and sidewalk improvement and rehabilitation; intersection capacity enhancements; traffic signal upgrades; well and sewer improvements; stormwater treatment and infiltration; public lighting projects; and building renovations. The Capital Improvement Project budget adopted for Fiscal Year 2025-26 totaled \$29,541,921.

Purchase Order Rollovers

Purchase Order rollovers for Capital Improvement Projects totaled \$4,376,147. As these projects involve multi-year commitments, budgeted amounts for contracts approved in prior years are carried forward through the Purchase Order rollover process.

New Projects Added

The City has awarded contracts to initiate the Broadband Project and subsequently included it in the Capital Improvement Budget. This project was not originally part of the Fiscal Year 2025–26 budget due to undetermined costs and staff's intent to avoid overinflating the budget.

Capital Improvement Projects – Budget

Expenditure/Expense Classification	FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/2025	FY 2026 Remaining Budget	% of Budget Remaining
<u>Capital Improvement Programs</u>				
ATP Cycle 5	1,756,896	823,860	933,036	53%
ATP Cycle 6	2,120,520	-	2,120,520	100%
Broadband Project	1,488,872	7,850	1,481,022	99%
Charging Station at PW Yard	102,962	12,455	90,507	88%
City Hall & PD - Roof Repair	122,366	-	122,366	100%
City Hall Improvements	1,804,940	7,856	1,797,084	100%
Concrete Paving at 9 Arterial Intersections	5,675,000	29,914	5,645,086	99%
Council Chambers Remodel	903,934	-	903,934	100%
Emergency Operation Center (EOC)	1,192,885	-	1,192,885	100%
Fire Alarm Services	156,778		156,778	100%
Freedom Park - Playground	242,816		242,816	100%
Keller Park - Playground Equipment	1,355,000		1,355,000	100%
Litter Abatement CIP 2022-11	1,049,000		1,049,000	100%
On Premises	53,669		53,669	100%
PW Roofs	550,000		550,000	100%
Randolph Corridor	2,574,294		2,574,294	100%
Rehab & Modernize Parks Bldg.	1,986,600	15,840	1,970,760	99%
Salt Lake Park - Playground	812,187		812,187	100%
Salt Lake Park Cistern	2,990,215	8,690	2,981,525	100%
Slauson Congestion Relief	2,045,347	19,743	2,025,604	99%
Street Enhancement Proj.	2,014,008	653	2,013,356	100%
Tree People	38,993		38,993	100%
Tyler Technologies	454,632	145,310	309,322	68%
Water Quality Green Street Project - Salt Lake Ave	1,500,000	-	1,500,000	100%
Well 14	210,000	-	210,000	100%
Well 16 - Site Enhancement Florence & Salt Lake Ave	2,205,026		2,205,026	100%
Total Capital Improvements	35,406,940	1,072,171	34,334,769	100%

TOTAL BY FUND

FUND TITLE	FY 2026 Adopted Budget	FY 2026 Actuals As of 9/30/2025	FY 2026 Remaining Budget	% of Budget Remaining
111- General	1,550,729	-	1,550,729	100%
113- American Rescue Plan Act	8,940,901	-	8,940,901	100%
114 - Special Events Contributions	109,340	-	109,340	100%
210- Measure M	1,503,737	-	1,503,737	100%
221- State Gasoline Tax Fund	1,000,000	-	1,000,000	100%
222- Measure R	2,574,294	-	2,574,294	100%
334- Ped/Bike Path	220,263	-	220,263	100%
335- Safe Clean Water Grant	2,990,215	-	2,990,215	100%
787- Capital Improvement Projects	16,517,461	1,072,171	15,445,290	94%
	35,406,940	1,072,171	34,334,769	97%

*Any Purchase Order Rollovers increased budgets in Fund 787

New Project – Broadband Project

City of Huntington Park

Capital Improvement Plan
FY 2025-2026

City-Wide Infrastructure Improvements

Project Title: BROADBAND PROJECT

Capital Improvement Project No.: 2026-03
Account No.: 787-8957
Total Project Amount: \$25,358,952.00

Estimated Start Date: FY 2026
Estimated End Date: TBD
Total Expended to Date: \$ 7,850.00
General Fund Impact: \$ -

On November 7, 2024, the California Public Utilities Commission (CPUC) awarded the City of Huntington Park \$25,358,952 through the Federal Funding Account (FFA) to support the construction of middle- and last-mile broadband infrastructure. The City intends to leverage this funding to develop its own broadband network and establish itself as a municipal internet service provider.

Project Phase	Expenditures Prior To FY 2024-2025	Estimated Expenditures FY 2024-2025	Projected FY 2025-2026	Proposed FY 2026-2027	Proposed FY 2027-2028	Total
Planning Specifications & Engineering	\$ -	\$ -	\$ 1,488,872.00	\$ -	\$ -	\$ 1,488,872.00
Construction Engineering & Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -
Total	\$ -	\$ -	\$ 1,488,872.00	\$ -	\$ -	\$ 1,488,872.00

Funding Source	Total
Fund 787 - California Public Utilities Grant	\$ 25,358,952.00
Total	\$ 25,358,952.00

ITEM 7

CITY OF HUNTINGTON PARK



Finance Department
City Council Agenda Report

October 28, 2025

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION OF \$140,000 FOR IMPLEMENTATION OF THE TYLER TECHNOLOGIES ERP SYSTEM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve additional budget appropriation of \$140,000 For Fiscal Year (FY 25/26) to account #787-8951-419.43-15

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City initiated implementation of the Tyler Technologies ERP system in Fiscal Year 2019–2020. Due to the onset of the COVID-19 pandemic, the project was temporarily paused and later resumed in Fiscal Year 2023–2024.

As part of the implementation process, staff training is essential to ensure employees are adequately prepared to use the ERP system and its various modules. However, the original funding allocated for training has been exhausted, primarily due to the extended timeline of the project. In addition, increased costs driven by inflation and market conditions have further impacted the project budget. As a result, the Finance Department requires additional funding to support ongoing remote implementation services and continued project management efforts.

FISCAL IMPACT/FINANCING

Funding for the ERP implementation project has primarily been provided through the American Rescue Plan Act (ARPA). However, all available ARPA funds were fully allocated as of December 16, 2024, and no remaining ARPA dollars are available for this purpose.

As a result, the requested budget appropriation of \$140,000 must come from the general fund.

**CONSIDERATION AND APPROVAL OF A BUDGET APPROPRIATION OF \$140,000
FOR IMPLEMENTATION OF THE TYLER TECHNOLOGIES ERP SYSTEM**

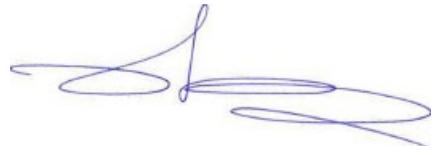
October 28, 2025

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CONCLUSION

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

Respectfully submitted,



RICARDO REYES

City Manager



JEFF JONES

Director of Finance

ATTACHMENT(S)

A. Tyler Technologies Quote

ATTACHMENT "A"



Quoted By: Karen Grosset
Quote Expiration: 12/03/25
Quote Name: City of Huntington Park - ERP -
Implementation
Quote Description: Additional Implementation

Sales Quotation For: **Shipping Address:**

City of Huntington Park
6550 MILES AVE RM 116
HUNTINGTON PARK CA 90255-4338

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	240	\$ 225.00	\$ 0.00	\$ 54,000.00	\$ 0.00
Project Management	384	\$ 225.00	\$ 0.00	\$ 86,400.00	\$ 0.00
TOTAL				\$ 140,400.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 140,400.00	\$ 0.00

Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 140,400.00	\$ 0.00
Contract Total	\$ 140,400.00	

Client's purchase of the items listed above is subject to the Comments below
 Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.