

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AMENDED NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

JANUARY 11, 2023

**SPECIAL MEETING – 5:35 P.M.
REGULAR MEETING - 6:30 P.M.**

IRWINDALE CITY COUNCIL CHAMBER

Limited Public Access

Pursuant to Irwindale Resolution No. 2022-112-3362

The Irwindale City Council has authorized the conduct of hybrid meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would normally take place in the City Council Chambers, under the provisions of Government Code Section 54956 § E, as authorized by AB 361.

The public's health and well-being are the top priority for the City, and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting and opportunities to participate are available through the following:

In-Person at the City Council Chambers

Via Zoom Webinar at <https://us02web.zoom.us/j/87104592389>



Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

NOTE: The agenda has been amended to: 1) place the Special Meeting Consent Calendar items after the Closed Session items, which resulted in updated report identification numbering; 2) add Consent Calendar Item F-2 related to an Agreement with the County of Los Angeles entitled 2020 State Homeland Security Program Sub-recipient Agreement and approval of a professional services agreement with AT&T to provide cybersecurity services using 2020 State Homeland Security program funds; 3) Add a New Business section to the agenda; 4) Add Closed Session Item C-4 – Liability Claims, and 5) reflect updated Special Meeting start time to 5:35 p.m. Methods of public participation are not affected.

Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



SPECIAL MEETING - 5:35 P.M.

A. CALL TO ORDER

- B. ROLL CALL: Councilmembers: Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia,
Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz**

SPONTANEOUS COMMUNICATIONS

Spontaneous communications are limited to the special meeting agenda items only.

C. RECESS TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

A) Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394
2. Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8

A) Property: Olive Pit (APN 8415-001-906, 908)
Agency negotiators: Julian A. Miranda, City Manager and Arsanious Hanna,
Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under negotiation: Sublease Price and Terms
3. Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager
4. Liability Claims
Pursuant to Government Code section 54956.95)

Claimant: Robert Avila
Agency claimed against: City of Irwindale

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. CONSENT CALENDAR

1. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning January 11, 2023 through February 12, 2023

Department: Administration / City Clerk

Recommendation: Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2023-05-3383, Resolution No. SA 2023-06-3384, and Resolution No. HA 2023-01-132** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JANUARY 11, 2023 THROUGH FEBRUARY 12, 2023 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

2. Agreement with the County of Los Angeles entitled 2020 State Homeland Security Program Sub-recipient Agreement and approval of a professional services agreement with AT&T to provide cybersecurity services using 2020 State Homeland Security program funds

Department: Police

Recommendation: Adopt Resolution No. 2023-02-3380, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, APPROVING THE STATE HOMELAND SECURITY SUB-RECIPIENT GRANT YEAR 2020 AGREEMENT BETWEEN THE CITY OF IRWINDALE AND COUNTY OF LOS ANGELES, DISPENSING WITH FORMAL BIDDING REQUIREMENTS AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AT&T TO CONDUCT A CYBERSECURITY ASSESSMENT, AND APPROVING AN AMENDMENT TO THE REVENUE BUDGET AND APPROPRIATING \$67,518 INTO THE FEDERAL GRANT FUND"

G. NEW BUSINESS

- 1) ***Discussion of Recognition Luncheon for Outgoing Commissioners (Requested by Mayor Pro Tem Ambriz)***

H. ADJOURNMENT

OPEN SESSION – 6:30 P.M.**A. CALL TO ORDER****B. PLEDGE OF ALLEGIANCE****C. INVOCATION****D. AB 2449 DISCLOSURES**

Remote participation by a member of the legislative body for just cause or emergency circumstances.

**E. ROLL CALL: Councilmembers: Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia,
Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz****F. CHANGES TO THE AGENDA****G. COUNCIL MEMBER TRAVEL REPORTS****H. COUNCILMEMBER COMMENTS****I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**

1. Introduction of Karen Ruiz, Office Specialist, Community Development Department
2. Promotion of Irwindale Police Sgt. Diego Cornejo

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Administration of Oaths of Office to Commissioners
2. Recognition of Outgoing Commissioners

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.

In the hybrid format, both in-person and hybrid audience members will participate in the following order:

Tier 1: In-person attendees

Tier 2: Teleconference attendees

Tier 3: In-person attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

Tier 4: Teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

1. **CONSENT CALENDAR**

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Department: Administration / City Clerk

1. Special meeting held December 7, 2022

B. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

C. Award of Contract for Development of a Feasibility Study for the Arrow Highway Beautification Project; P-1040

Department: Engineering

Recommendation: (1) Authorize the City Manager to enter into an agreement with Craftwater Engineering, Inc. in the amount of \$106,314 to develop a feasibility study for the Arrow Highway Beautification Project; and (2) approve a 20% project contingency in the amount of \$21,263 to cover any unforeseeable changes that may arise during design.

D. Amendment No. 1 to Contract Services Agreement with Coory Engineering for Professional Design Services for the preparation of Plans, Specifications and Estimate of a Vitrified Clay Pipe Sewer Line Extension on Arrow Highway; P-1035

Department: Engineering

Recommendation: Approve and authorize the City Manager to execute Amendment No. 1 to Contract Services Agreement with Coory Engineering for Professional Design Services for the preparation of Plans, Specifications and Estimate (PS&E) of a Vitrified Clay Pipe (VCP) Sewer Line Extension on Arrow Highway (P-1035) to increase the contract amount from \$50,800 to \$78,000, an increase of \$27,200.

E. Declaration of Surplus Equipment**Department: Police**

Recommendation: **Adopt Resolution No. 2023-03-3381** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING CERTAIN VEHICLES AS SURPLUS, AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLES, AND CREDITING AND APPROPRIATING THE PROCEEDS".

F. Amended and Restated Caltrans Landscape Maintenance Agreement**Department: Public Services**

Recommendation: Authorize the Mayor and City Manager to execute an Amended and Restated Landscape Maintenance Agreement between the City of Irwindale and the California Department of Transportation (Caltrans).

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

A. Verbal Update on Calle de Paseo Red CurbB. Verbal Update on Morada Wall Update (Joint with Housing Authority)**3. PUBLIC HEARINGS**

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

A. Proposed Use of Community Development Block Grant Allocation for Fiscal Year 2023-2024**Department: Finance**

Recommendation: **Adopt Resolution No. 2023-01-3379**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2023-2024 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION," reading by title only and waving further reading thereof.

B. Public Hearing and Second Reading of ORDINANCE NO 764, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 and 743 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION),

AND ADOPTING LOCAL AMENDMENTS THERETO , PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.”

Department: Engineering

Recommendation: That the City Council conduct a public hearing for public comments, read by title only, waive further reading of, and **adopt on second reading Ordinance No. 764** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 and 743 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – “EXISTING BUILDING CODE,” AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO , PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.” and direct the Public Works Engineering Department to file the adopted ordinance with the City amendments along with the findings and justification with the State Building Standards Commission.

4. CITY MANAGER’S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

- A. Request by Councilmember Burrola regarding the installation of a digital billboard in front of City Hall

6. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

None for Approval

B. Warrants

Department: Finance

Recommendation: Approve

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

3. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

4. ADJOURN

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

None for Approval

2. NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

A. Verbal Update on Morada Wall Update (Joint with City Council)

3. PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

4. ADJOURN

AFFIDAVIT OF POSTING

I, Armando Hegdahl, Management Analyst, certify that I caused the AMENDED agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on January 11, 2023, be posted at the City Hall, Library, and Post Office on January 10, 2023.

Armando Hegdahl, CMC

Armando Hegdahl, CMC
Management Analyst

- ☒ City Council
- ☒ Successor Agency
- ☒ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC, SA, HA
ITEM F-1

Date: January 11, 2023

To: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Successor Agency Board
Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, City Manager/Executive Director

Issue: A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning January 11, 2023 through February 12, 2023

City Manager/Executive Director's Recommendation:

Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2023-05-3383, Resolution No. SA 2023-06-3384, and Resolution No. HA 2023-01-132** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JANUARY 11, 2023 THROUGH FEBRUARY 12, 2023 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Administrative Action:

Submitted / Prepared by:

Laura Nieto, Chief Deputy City Clerk

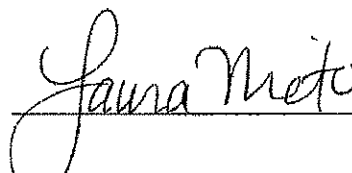
Reviewed by:

Adrian R. Guerra, City Attorney

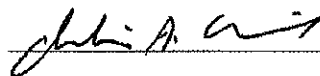
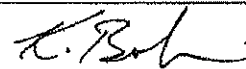
Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director



Electronically Approved



Background and Analysis:

Since September 29, 2021, the City Council, jointly with the Successor Agency, Housing Authority and Reclamation Authority have adopted resolutions declaring an exemption under AB 361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing. The City Council, Successor Agency, and Housing Authority (collectively, "City") have reviewed and adopted joint resolutions every month, ratifying the existence of a local emergency and authorizing remote hybrid meetings for all legislative bodies.

The State of California has implemented a phased rollback of the executive orders that were implemented due to COVID-19. Various remaining orders that were previously set to expire on June 30, 2022, were extended on June 17, 2022 for the duration of the state of emergency. The State's declared emergency continues to be in effect. Additionally, current guidance provided by the Los Angeles County Department of Public Health for reducing the risk of COVID-19 recommends social distancing from people outside your household when their vaccination status is unknown. As a result, the findings exist for the City to continue to conduct the public meetings under the AB 361 exemption, should this be the City's desire.

The attached joint resolution for the City Council, Successor Agency, and Housing Authority, make the findings necessary for the legislative bodies to declare an exemption under AB 361 as (1) there is an existing state of emergency declared by the Governor and (2) the Los Angeles County Department of Public Health's guidance recommends to social distance (about 6 feet away) from people outside your household or when vaccination status is unknown.

As a result, the joint Resolution modifies public meetings as follows:

- a. AB 361, attached to the Resolution as Exhibit A, regarding teleconference requirements allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations within the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) and indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;
- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

Fiscal Impact:

Conducting remote hybrid public meetings will require city staff to assist with the meeting and public participation, remotely or in-person. The fiscal impact will be based on the amount of staff required and the duration of the meeting. The fiscal impact for all Council and Commission meetings for the 30-day period beginning January 11, 2023 through February 12, 2023 is estimated to be approximately \$900.

Attachment:

1. Joint Resolution No. 2023-05-3383, Resolution No. SA 2023-06-3384, and Resolution No. HA 2023-01-132

**RESOLUTION NO. 2023-05-3383
RESOLUTION NO. SA 2023-06-3384
RESOLUTION NO. HA 2023-01-132**

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JANUARY 11, 2023 THROUGH FEBRUARY 12, 2023 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

WHEREAS, all meetings of the legislative body are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, the Brown Act under Government code section 54953(b)(3), allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, on March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California in response to the outbreak of a novel respiratory illness known as COVID-19; and

WHEREAS, on March 17, 2020 Governor Newsom issued Executive Order N-29-20, suspending the Brown Act teleconferencing requirements allowing legislative bodies to hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting indicates that the members of the legislative body will be

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participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on March 21, 2020, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 into law, immediately amending the Brown Act to allow teleconference meetings during a state of emergency, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on September 20, 2021, Governor Newsom signed Executive Order N-15-21 suspending AB 361 until October 1, 2021, allowing legislative bodies to hold teleconference meetings under Executive Order N-35-20; and

WHEREAS, AB 361 allows local agencies to continue to meet via teleconference without complying with the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing, but only during a state of emergency proclaimed by the Governor in which (1) state or local health officials have imposed or recommend measures to promote social distancing, or (2) the legislative body has determined by majority vote that meeting in person would present imminent risk to the health and safety to the attendees; and

WHEREAS, due to the COVID-19 pandemic the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown, resulting in the City Council's desire to adopt a resolution incorporating AB 361 and allowing for teleconference meetings; and

WHEREAS, at a special meeting held on September 29, 2021, the City Council adopted Resolution No. 2021-86-3298 declaring an exemption under the provisions of AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of October 2021; and

WHEREAS, on October 13, 2021, the Successor Agency and Irwindale Housing Authority adopted Resolution Nos. SA 2021-92-3304 and HA 2021-05-104, which ratified the action taken by the City Council; and

WHEREAS, on **October 27, 2021** (joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and HA 2021-06-105), **November 10, 2021** (joint Resolution No. 2021-100-3312, Resolution No. SA 2021-101-3313 and Resolution No. HA 2021-07-106), **December 8, 2021** (joint Resolution No. 2021-109-3321, SA Resolution No. 2021-110-

RESOLUTION NO. 2023-05-3383

RESOLUTION NO. SA 2023-06-3384

RESOLUTION NO. HA 2023-01-132

3322, HA Resolution No. HA 2021-09-108 and RA Resolution No. 2021-03-028), **January 12, 2022** (joint Resolution No. 2022-02-3251, Resolution No. SA 2022-03-3252 and Resolution No. HA 2022-01-111), **February 9, 2022** (joint Resolution No. 2022-11-3261, SA Resolution No. 2022-12-3262 and HA Resolution No. 2022-02-112), **March 9, 2022** (joint Resolution No. 2022-20-3270, Resolution No. SA 2022-21-3271, Resolution No. HA 2022-04-114 and Resolution No. RA 2022-01-028), **April 13, 2022** (joint Resolution No. 2022-30-3280, Resolution No. SA 2022-31-3281 and Resolution No. HA 2022-06-116), **May 11, 2022** (joint Resolution No. 2022-45-3295, SA Resolution No. 2022-46-3296 and Resolution No. HA 2022-10-120), **June 8, 2022** (joint Resolution No. 2022-57-3307, Resolution No. SA 2022-58-3308, Resolution No. HA 2022-13-123, and Resolution No. RA 2022-06-033); **July 13, 2022** (Resolution No. 2022-68-3318, Resolution No. SA 2022-69-3319 and Resolution No. HA 2022-14-124), **July 27, 2022** (Resolution No. 2022-75-3325, Resolution No. SA 2022-76-3326 and Resolution No. HA 2022-15-125), August 24, 2022 (Resolution No. 2022-80-3331, Resolution No. SA 2022-81-3332 and Resolution No. HA 2022-16-126), **September 14, 2022** (Resolution No. 2022-90-3340, Resolution No. SA 2022-91-3341, Resolution No. HA 2022-18-128, and Resolution No. RA 2022-07-034), **October 12, 2022** (Resolution No. 2022-97-3347, Resolution No. SA 2022-98-3348 and Resolution No. HA 2022-19-129), **November 9, 2022** (Resolution No. 2022-105-3355, Resolution No. SA 2022-106-3356, and Resolution No. HA 2022-20-130); **December 14, 2022** (Resolution No. 2022-112-3362, Resolution No. SA 2022-113-3363, Resolution No. HA 2022-21-131 and Resolution No. RA 2022-08-035) respectively the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board reviewed and declared an exemption under AB 361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for a thirty day period.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE FORMER IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE IRWINDALE HOUSING AUTHORITY BOARD DO HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council, Successor Agency Board, and Housing Authority Board determine that each of the findings set forth above is true and correct and incorporated herein by this reference.

SECTION 2. The City Council, Successor Agency Board, and Housing Authority Board hereby consider the conditions of the state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City of Irwindale, and reaffirm, reauthorize, and continue the existence of a local emergency throughout the City.

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SECTION 3. The City Council, Successor Agency Board, and Housing Authority Board hereby find that the state of emergency declared by Governor Newsom on or about March 4, 2020 remains active and local health agencies continue to recommend measures to promote social distancing, and that the risk of infection due to COVID-19 can cause an imminent risk to attendees to in-person meetings, despite vaccination status, but especially for unvaccinated attendees, and/or those who are immunocompromised, thereby prompting the City Council, Successor Agency Board, and Housing Authority Board to reaffirm, reauthorize, and maintain the existence of a local emergency, as required by Government Code section 54953(e) *et seq.*

SECTION 4. Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown. Based on such facts, findings, and determinations, the City Council, Successor Agency Board, and Housing Authority Board authorize staff to conduct remote hybrid meetings for all public meetings regular and special, including City Council, Successor Agency to the Irwindale Community Redevelopment Agency, and Irwindale Housing Authority Board of Commissioners, all City Commission and committee meetings, and any other meetings that would normally take place in the City Council Chambers under the provisions of Government Code Section 54953(e). As a result, the public meetings are modified as follows:

- a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements, allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;
- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;

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- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

SECTION 5. The City Manager/Executive Director or his designee is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, continuing to conduct open and public meetings in-person and remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all public meetings.

SECTION 6. Pursuant to Government Code section 54953(e)(4), the local legislative body will verify every 30 days that the exemption from traditional teleconference requirements under the Brown Act is still necessary. The legislative body must make findings no later than 30 days after the first teleconference and every 30 days thereafter that:

- a. The legislative body has reconsidered the state of emergency circumstances; and
- b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

SECTION 7. The Chief Deputy City Clerk/Secretary to the Successor Agency/Authority Assistant Secretary shall certify the adoption of this resolution which shall take effect on January 11, 2023 and shall be effective until the earlier of (i) February 12, 2023, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54593(e)(3) to extend the time during which the City's legislative bodies may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 11th day of January 2023.

H. Manuel Ortiz, Mayor/Chair

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk/Authority Assistant Secretary
/Assistant Agency Secretary

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing joint Resolution No.2023-05-3383, Resolution No. SA 2023-06-3384, and Resolution No. HA 2023-01-132 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 11th day of January 2023, by the following vote:

AYES: Councilmembers/Agency Members:
NOES: Councilmembers/Agency Members:
ABSTAIN: Councilmembers/Agency Members:
ABSENT: Councilmembers/Agency Members:

Laura M. Nieto, MMC
Chief Deputy City Clerk/Authority Assistant
Secretary/Assistant Agency Secretary



Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read: 89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SBC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(c) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

O

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Agreement with the County of Los Angeles entitled 2020 State Homeland Security Program Sub-recipient Agreement and approval of professional services agreements with AT&T to provide cybersecurity services using 2020 State Homeland Security program funds.

City Manager's Recommendation:

Adopt Resolution No. 2023-02-3380, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, APPROVING THE STATE HOMELAND SECURITY SUB-RECIPIENT GRANT YEAR 2020 AGREEMENT BETWEEN THE CITY OF IRWINDALE AND COUNTY OF LOS ANGELES, DISPENSING WITH FORMAL BIDDING REQUIREMENTS AND APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH AT&T TO CONDUCT A CYBERSECURITY ASSESSMENT, AND APPROVING AN AMENDMENT TO THE REVENUE BUDGET AND APPROPRIATING \$67,518 INTO THE FEDERAL GRANT FUND"

Administrative Action:

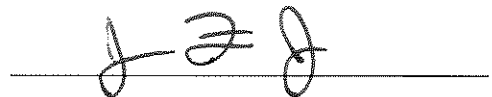
Submitted by:

Robert Castro, Interim Police Chief
(626) 430-2234



Prepared by:

John Fraijo, Captain

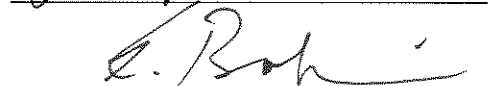


Reviewed by:

Adrian R. Guerra, City Attorney

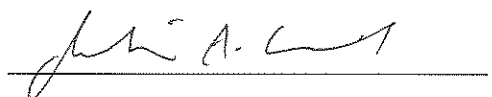


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On March 2, 2022, the City of Irwindale received formal notice from the County of Los Angeles (primary grantee) that the City of Irwindale (subrecipient) was awarded \$67,518 in FY 2020 State Homeland Security Grant Program ("SHSGP") funds to offset the cost of a cybersecurity assessment for the City's technology infrastructure. With the SHSGP funds, the City will hire a Contractor to provide a security assessment of common Computer-Aided Dispatch (CAD) and Records Management System (RMS) operating systems. In addition, the Contractor will examine and identify Cloud storage systems for attack vulnerabilities; examine agencies' "third-party vendor" security Policies and Procedures; conduct unannounced penetration testing of selected operating and/or vendor systems; and provide follow-up training for information technology representatives.

In March 2021, Microsoft issued a notification regarding potential vulnerabilities from its Microsoft Exchange product. Since February 2021, there have been ongoing cyberattacks from a group called HAFNIUM which was thought by security researchers to be affiliated with the Chinese state exploiting these vulnerabilities on thousands of organizations worldwide. In March, 2021, the Department of Homeland Security (DHS) and the Los Angeles Sheriff Department (LASD) contacted many local law enforcement agencies to advise computer systems were potentially compromised due to Microsoft Exchange vulnerability. Although it was determined the City of Irwindale's computer system was not compromised, made accessible to the public, or breached in any manner, it took city IT staff many hours to ensure normal operations. Adding a cybersecurity assessment service will not only further enhance the computer network protection but also identify any potential weaknesses of the Internet facing systems.

Over the past several months, the City of Irwindale's Information Technology Division has been in conversation with several vendors to potentially provide cybersecurity assessment services to the City of Irwindale/Irwindale Police Department. This was a very complex procurement due to several factors: 1) the exact detail of the City's IT infrastructure; 2) the unique nature of the services required; 3) discussion regarding the prior attempt to breach the City's cybersecurity defenses; and 4) the level of services required to maintain the security of the IT infrastructure, including third party assessments.

After careful review and consideration, staff is recommending that the City of Irwindale enter into a professional services agreement with AT&T using Federal and State awarded CALNET pricing to provide cybersecurity assessment services based on the firms understanding of the engagement, prior services provide to our City and others, and the pricing model.

Irwindale Municipal Code ("IMC") Sections 3.44.080(E) and (F) states that the City Council can dispense with bidding when "through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be

obtained," and "when the purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency within the state of California or by the federal government within the previous year."

AT&T was awarded the Federal contract for flat rate internet services pricing through CALNET NEXTGEN Agreement No.: 20210426108/155674UA and State of California contract ID – IFB C4DNCS19.

AT&T has provided the City with two proposals that are each components of the Cybersecurity Assessment. The first component is to assess the City's cybersecurity, and the second seeks to determine the extent to which critical systems and sensitive information are vulnerable to compromise or attack, and provide solutions.

The quote provided to staff covers time and material costs for a system-wide cybersecurity assessment. Hourly rates were determined using the State of California approved pricing contract issued on April 14, 2022, with an expiration date of June 30, 2025.

It is therefore recommended that the City Council adopt Resolution No. 2023-02-3380, approving the 2020 State Homeland Security Program Sub-recipient Agreement, and Professional Services Agreement with AT&T for Cybersecurity Assessment Services.

Fiscal Impact:

There will be no fiscal impact to the General Fund. The total quote for the AT&T consultant services is \$50,500, which will be reimbursed from the City's participation in the reimbursement grant in the amount of \$67,518 from the State of California Homeland Security Grant Program. The County of Los Angeles and the State of California, upon the receipt of goods by the City of Inwindale Police Department, will submit a claim for reimbursement. Reimbursement is expected to take 90-120 days.

Funds for this grant originate from the U.S Department of Homeland Security. Therefore this grant is considered a federal award and must be accounted for in the City's Federal Grants Fund 31. An additional General Fund appropriation of \$67,518 is required to appropriate the budget in Fund 31 for this purchase. In addition, a revenue budget of \$67,518 is also required to account for the receipt of the grant revenue upon reimbursement.

Attachment(s):

Attachment A: 2020 State Homeland Security Program Sub-recipient Agreement
Attachments B & C: Professional Services Agreements with AT&T for Cybersecurity Assessment Services
Attachment D: Resolution 2023-02-3380

RESOLUTION NO. 2023-02-3380

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE STATE HOMELAND SECURITY SUB-RECIPIENT
GRANT YEAR 2020 AGREEMENT BETWEEN THE CITY OF
IRWINDALE AND COUNTY OF LOS ANGELES, DISPENSING WITH
FORMAL BIDDING REQUIREMENTS AND APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH AT&T TO CONDUCT
A CYBERSECURITY ASSESSMENT, AND APPROVING AN
AMENDMENT TO THE REVENUE BUDGET AND APPROPRIATING
\$67,518 INTO THE FEDERAL GRANT FUND**

WHEREAS, a Homeland Security grant was established by the State, in part, to offset the cost of a cybersecurity assessment for the City's technology infrastructure; and

WHEREAS, the County of Los Angeles Board of Supervisors has accepted the 2020 State Homeland Security Program (SHSP) for the Los Angeles County Operational Area, which originates from the U.S. Department of Homeland Security, and received requisite State approvals to proceed with the allocation of funds to the City of Irwindale; and

WHEREAS, sub-recipient participation in the SHSP requires the City to enter into an agreement with the County of Los Angeles, and allows for the reimbursement of \$67,518 to contract with companies to provide a security assessment of Computer Aided Dispatch (CAD) and Records Management Systems (RMS) involving law enforcement agencies; and

WHEREAS, the contractor will examine and identify Cloud storage systems for attack vulnerabilities, examine "third party vendor" security Policies and Procedures, conduct unannounced penetration testing of selected operating and/or vendor systems, and provide follow-up training for information technology representatives; and

WHEREAS, City staff have identified AT&T to provide cybersecurity assessment services based on the firms understanding of the engagement, prior services provide to our City and others, and the pricing model; and

WHEREAS, Irwindale Municipal Code ("IMC") Sections 3.44.080(E) and (F) state that the City Council can dispense with formal bidding requirements when "through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained," and "when the purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by

another governmental agency within the state of California or by the federal government within the previous year”; and

WHEREAS, AT&T was awarded the Federal contract for flat rate internet services pricing through CALNET NEXTGEN Agreement No.: 20210426108/155674UA and State of California contract ID – IFB C4DNCS19; and

WHEREAS, the City Council of the City of Irwindale now desires to approve the Sub-Recipient Agreement, dispense with formal bidding requirements and approve a professional services agreement with AT&T to provide cybersecurity assessment services, and approve a revenue budget and additional appropriation to the Federal Grant Fund in the amount of \$67,518.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

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

SECTION 2. The City Council hereby approves and authorizes the City Manager to execute the 2020 State Homeland Security Program Sub-recipient Agreement between the County of Los Angeles the City of Irwindale, attached hereto as Exhibit “A.”

SECTION 3. The City Council hereby waives formal bidding requirements pursuant to Irwindale Municipal Code sections 3.44.080(E) and (F), and approves and authorizes the City Manager to enter into Professional Services Agreements with AT&T to provide cybersecurity services using FY2020 State Homeland Security Program funds in an amount not to exceed \$67,518 offered through the reimbursable State of California FY2020 Homeland Security Grant Program, attached hereto as Exhibit “B” and “C”, subject to final approval as to form by the City Attorney’s Office.

SECTION 4. The City Council hereby approves and authorizes an amendment to the revenue budget and appropriates \$67,518.00 into the Federal Grant Fund, resulting from the 2020 Homeland Security Grant award.

SECTION 5. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 11th day of January, 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto,
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-02-3380 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 11th day of January, 2023, by the following vote:

Councilmembers:

NOES: Councilmembers: None

ABSTAIN: Councilmembers: None

ABSENT: Councilmembers: None

Laura Nieto
Chief Deputy City Clerk



Sales Contact Information
CORBETT; TROY
630-338-9306
tc6831@att.com

eSign Fax Cover Sheet Contract Id: 2785842

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

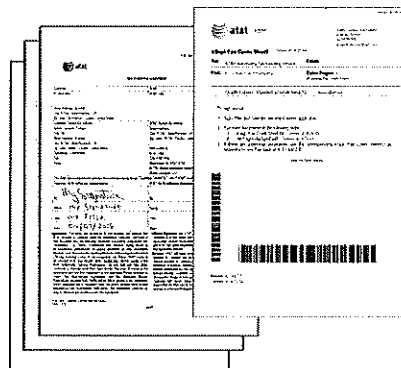
Total Pages: 15
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2785842
 - II. All Pages stamped with Contract Id: 2785842
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2731509
Contract Id: 2785842



Sales Contact Information
CORBETT; TROY
630-338-9306
tc6831@att.com

eSign Fax Cover Sheet Contract Id: 2784617

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

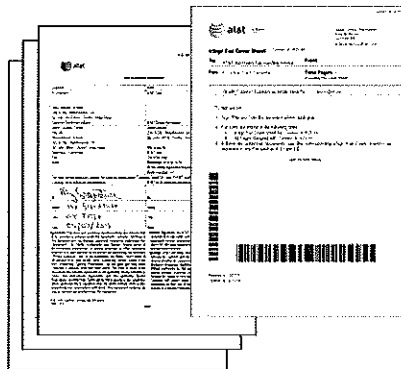
Total Pages: 14
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2784617
 - II. All Pages stamped with Contract Id: 2784617
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2730748
Contract Id: 2784617


Master Agreement: CALNET NEXTGEN
Vendor: AT&T Corp. on its own behalf and on behalf of its service providing affiliates
PROVISION OF SERVICE

Pursuant to this Attachment, AT&T Corp. on its own behalf and on behalf of its service providing affiliates (collectively referred to as "AT&T") will provide AT&T Network Integration Services ("Services") identified in the Statement of Work ("SOW") attached hereto as Exhibit 1. Services shall include manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party.

This Attachment, including the SOW, shall be effective upon execution by both parties of the SOW. SOWs subsequently added must reference this Attachment and shall be effective and incorporated in and made part of this Attachment on the latter of the dates when signed by both Customer and AT&T. Unless earlier terminated, only as provided for in the SOW, each SOW shall be deemed terminated when both parties' respective obligations there under have been fully performed, or it is otherwise terminated according to terms and conditions of the Next GEN agreement.

AT&T PRE SIGNATURE

If Customer requests that AT&T sign this Amendment first, and AT&T has agreed to do so. This Amendment as signed by AT&T shall be binding upon customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after the date of AT&T's signature date stated below.

Charges for Services are set out in the SOW. AT&T shall invoice Customer as set out in the SOW.

APPROVAL

This SOW is not in force or effect until signed by both parties (vendor and customer Agency Telecommunications Representative, and approved by the State of California Department of Technology, Statewide Telecommunications and Network Division ("STND") as required.

AMENDMENT

No amendment or variation of the contents or terms of this SOW shall be valid unless submitted in writing, signed by the parties, and approved, by the STND as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties. "All Terms and Conditions as originally awarded in the NEXTGEN contract will apply and take precedence over any similar but differing language in this SOW. No language in this SOW will be allowed to modify or replace NEXTGEN Terms and Conditions. Agencies using these services should also understand that they are responsible for adhering to any State procurement requirements."



GBS389980

155674UA

NEXTGEN Agreement No.: 20210426-108/155674

AT&T Integrated Solutions Tracking ID: EGBS 389980

Date: January 3, 2023

PCS ID : 20230103-063

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
City of Irwindale	AT&T	Name: Troy Corbett
End User CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA. 91706	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email: mast@att.com	4513 Western Ave Lisle, IL 60532 (630) 338-9306 troy.corbett@att.com
End User CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
John Fraijo 5050 N. Irwindale Avenue Irwindale, CA. 91706 (626) 430-2238		Meredith Lay Engagement Manager 3033 Chain Bridge Rd Oakton, VA meredith.lay@att.com 703 501 6327
CUSTOMER Billing Address		
City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA. 91706		

This Service Order Attachment for AT&T Network Integration Services ("NI Service Order Attachment") is being entered into by the Parties consistent with and as allowed by the terms and conditions of NEXTGEN (referenced above). By executing this NI Service Order Attachment, Customer agrees to subscribe to, and AT&T agrees to provide Service(s), in accordance with the terms and conditions of this NI Service Order Attachment and the terms and conditions of NEXTGEN. All NEXTGEN terms and conditions will apply and take precedence over any similar but differing language in this NI Service Order Attachment. No language in this NI Service Order Attachment will be allowed to modify or replace NEXTGEN terms and conditions. As used herein, the term "Agreement" shall refer collectively to this NI Service Order Attachment and NEXTGEN. This NI Service Order Attachment is restricted to the NI Services provided herein.

AGREED:

Customer: City of Irwindale

By: _____

(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

UUID: ml7791

AGREED:

AT&T

By: _____

eSigned - Laura Morales

(Authorized Agent or Representative)

(Typed or Printed Name)

Contract Specialist, as signatory for AT&T

(Title)

04 Jan 2023

(Date)

LN538H



1. DEFINITIONS

All other capitalized terms used but not defined in this NI Service Order Attachment have the meaning given them in the Agreement. "AT&T CPE" means equipment AT&T provides under this NI Service Order Attachment to which AT&T retains all right, title and interest, which are located at 2 Customer sites ("Sites"), and which is used to provide Services. AT&T CPE includes any internal code required to operate such Equipment. AT&T CPE does not include Customer Equipment or AT&T CPE.

Customer Site(s):

Site Name	Site Address
Site	5050 N. Irwindale Avenue Irwindale, CA. 91706

2. STATEMENTS OF WORK

A. Unless earlier terminated as described below, an SOW is deemed terminated when the parties' respective obligations have been fully performed or when it is otherwise terminated according to its terms.

B. In the event of an inconsistency among terms, the order of priority is: (i) the NEXTGEN Agreement; (ii) NEXTGEN Contract Forms / Form20 and (iii) the NI Service Order Attachment.

3. TERMS OF USE

A. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

B. AT&T and its licensors own and will continue to own all rights, title, and interest in the Software and Third-Party Software. Customer shall not delete or in any manner alter or obscure the copyright, trademark, and other proprietary rights notices of AT&T and its licensors, which appear on the Software and Third-Party Software as delivered to Customer. For the avoidance of doubt, the Software is licensed, not sold.

4. TERM AND TERMINATION

This NI Service Order Attachment shall continue to govern, through completion of performance (or earlier termination), the applicable Attachment in effect on this NI Service Order Attachment's termination date.

5. LICENSES

Equipment and software, if any, resold to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions and is deemed to accept them upon receipt of the AT&T CPE or software, as applicable in connection with the use of the AT&T CPE by Customer. Services as defined in the Agreement shall not include any manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party.

6. AT&T CPE

- A. **Location of AT&T CPE.** The AT&T CPE shall be delivered to and thereafter kept at the location specified in the SOW and shall not be removed without AT&T's prior written consent, such consent which shall not be unreasonably withheld. AT&T shall have the right, upon reasonable prior notice to Customer and during normal business hours, to inspect the AT&T CPE at its location.
- B. **Return of AT&T CPE.** Unless otherwise specified in the applicable SOW, AT&T will retrieve the AT&T CPE at the expiration or termination of this NI Service Order Attachment for additional charges. Customer shall restore the AT&T CPE to Return Condition, which means the AT&T CPE is in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the AT&T CPE, normal wear and tear excepted.
- C. **Liens; Taxes.** Customer shall not permit its rights or interest hereunder to become subject to any lien, charge, or encumbrance. Customer shall not permit the AT&T CPE to become or remain a fixture to any real estate or an accession to any personally not financed hereunder.
- D. **Casualty Loss.** If the AT&T CPE, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Customer shall promptly notify AT&T. Customer shall pay to AT&T, within thirty (30) days of the Event of Loss, an amount equals the cost for replacement AT&T CPE, including all costs reasonably associated with provisioning to the replacement AT&T CPE.



EXHIBIT 1: STATEMENT OF WORK

1. Introduction

This Statement of Work ("SOW") is attached to the NI Service Order Attachment and made a part thereof upon the latter of the dates signed by Customer and AT&T ("Effective Date"). The Parties to this SOW are AT&T and **City of Irwindale** ("Customer"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW and shall be charged separately.

2. Scope of Work

AT&T Cybersecurity Consulting is pleased to present its approach in meeting City of Irwindale request for review from an independent third party to assess their cybersecurity posture against the NIST CSF framework so that risk and compliance management is continually maintained and improved. The assessment will be used by City of Irwindale to understand the security status and where to focus improvement efforts, which are dependent on risks to the organization and organizational requirements. The findings and recommendations from the assessment will also be used to guide City of Irwindale in designing, planning, and implementing improvements to their security governance and processes.

See Appendix A: For Full Scope of Work

3.

3.1 Services Overview

3.2 Purchase Orders

Customer or its Affiliate may issue Purchase Orders to place a subsequent Order based on a quote provided by AT&T hereunder ("AT&T Quote"). The following language (with the appropriate purchasing entity and dates filled in) must be added in order for AT&T to accept the Customer's Purchase Order:

"This PO is issued by Customer pursuant to the AT&T Network Integration NI Pricing Schedule dated 1/03/2023"

3.4 SOW and AT&T Services Term

This SOW shall commence upon the Effective Date and extend continuously with NEXTGEN ("SOW Term"). The AT&T Services shall commence upon activation of the AT&T Services at the Site and continue through the conclusion of the SOW Term ("AT&T Services Term").

3.5 CALNET NEXTGEN Termination and Disconnect Terms

AT&T shall not charge to disconnect a CALNET Service. Charges for Services shall cease on the Customer requested disconnect date. Notification of disconnect date will be provided to the AT&T at least five Business Days in advance of the disconnect date.

****Please refer to the Calnet NextGen Business Requirements in Section G.2.5.4 for full termination and disconnect procedures.**

<https://cdt.ca.gov/services/wp-content/uploads/sites/2/2020/05/CALNET-IFB-C4DNCS19-Bus-Req-Group-1-BAFO-03052020-AG-R.pdf>

4. AT&T Responsibilities

AT&T will be responsible for executing the following activities.

3.1 AT&T Engagement Project Management. In support of the Services provided to Customer, AT&T will:

- (a) Assign a designated AT&T Project Manager ("AT&T PM") to interface directly with the Customer Project Manager and serve as the primary interface to Customer organization.
- (b) Participate and provide status and project planning meetings as mutually agreed.
- (c) Develop, manage and track project schedules and all Change Control events.
- (d) Coordinate scheduling with Customer.
- (a) Provide a DDoS Defense Welcome Kit
- (b) Coordinate DDoS Services activation with Customer.



3.1 Service Hours

The Project Management and activation Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours"), unless otherwise noted herein.

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

5. Customer Responsibilities

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer will:

- Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager to work with during the Project.
- Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.
- Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
- Provide local Site Contact name, telephone number, address, and email for both a primary and backup Local Site Contact to facilitate local scheduling issues, AT&T CPE delivery confirmation, and other Site-specific details. This information is to be provided to the AT&T Project Manager for each Site.
- Perform all Customer Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of AT&T CPE racks.
- Provide AT&T with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access.
- Resume responsibility for the network infrastructure upon completion of the Services provided herein.
- Be solely responsible for determining the configuration of and how and where to use the DDoS Defense Portal views and reporting features. The portal views and reporting features of the Services are intended to provide Customer with information that is helpful in optimizing and otherwise managing its network and the Service purchased from AT&T.
- Be the owner and controller of any data collected via these portal views and reporting features.

6. CALNET NEXTGEN Fees and Charges

Task / CalNet	Rate (per Hour)	Estimated Effort (in Hours)	Labor Charge
CALNET NG ID - SNSCLT	\$ 250	160	\$40,000.00 USD
Total		160	\$40,000.00 USD

Additional Pricing Terms and Conditions

- Defined Scope.** Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- Invoicing.** AT&T will invoice Services monthly and will cover any one-time charges or expenses incurred during the previous calendar month. All Charges are billed in U.S. Dollars.

7. Engagement Assumptions

This SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

- Locations: All Services and work described in this SOW will be provided within the Contiguous United States (excludes Alaska and Hawaii).



- (b) Customer takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer representatives and which AT&T relies upon in the performance of this Agreement.
- (c) AT&T will document and review specific requirements provided to the Customer and will require final approval by the Customer SPOC prior to starting any work under this SOW.
- (d) Customer will coordinate to attend project kick-off with the designated AT&T's SPOC, for meeting schedules and confirm all required attendees are present as required.
- (e) During the engagement, AT&T may require ad-hoc access to Customer personnel who participated in the meetings. This ongoing access will allow resolution of any questions or issues as they arise.
- (f) Specific information for individual business units or other groups may be reviewed and additional charges will be applied via the Change Control Process for unique complex areas determined outside of the scope of this SOW.
- (g) Customer agrees to allow AT&T direct Internet access for in-band management and monitoring via IPSec encrypted tunnel over the Internet of firewall functionality.
- (h) Customer to allow AT&T to install Out-Of-Band (OOB) device for each AT&T CPE device.
- (i) Customer will need to install POTS line for each OOB device where required.
- (j) AT&T owns and manages all equipment (Firewall security devices and OOB Modem).



APPENDIX A: Consulting Scope of Work

• Introduction

AT&T Cybersecurity Consulting is pleased to present its approach in meeting City of Irwindale request for review from an independent third party to assess their cybersecurity posture against the NIST CSF framework so that risk and compliance management is continually maintained and improved. The assessment will be used by City of Irwindale to understand the security status and where to focus improvement efforts, which are dependent on risks to the organization and organizational requirements. The findings and recommendations from the assessment will also be used to guide City of Irwindale in designing, planning, and implementing improvements to their security governance and processes.

• Description of Work and Scope

• Description of Work

The required review and assessment includes the following general overall requirements:

Evaluate the security governance structure and program functions.

Evaluate the security posture in context with accepted information security and risk management standards.

Understand the existing information environment in terms of risk, risk appetite, and existing roles and responsibilities.

Assess the security maturity using a standard maturity model.

Ascertain additional functions and/or processes that should be included in an information security program.

Provide recommendations to assist City of Irwindale in the development of plans for improvement

• Scope

The scope of the assessment is detailed in the table below:

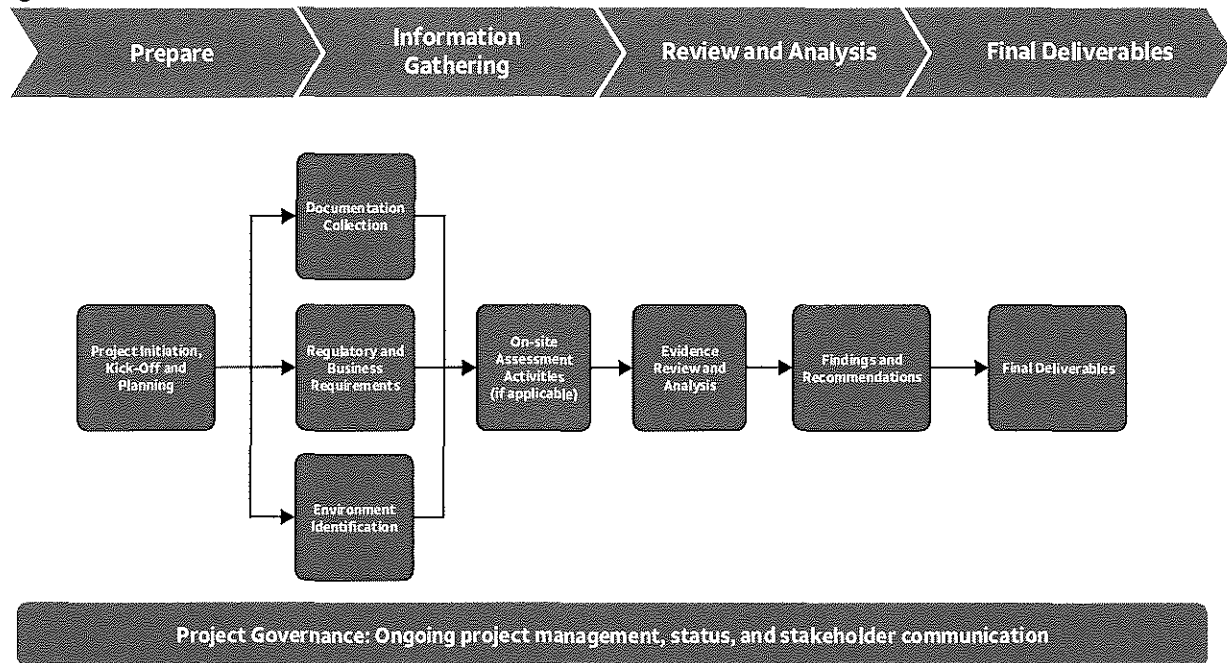
Activity	Scope
Documentation Review	AT&T Cybersecurity Consulting will review pertinent documentation as part of this phase. This documentation includes, but is not limited to: • Security and IT Organizational Charts • Strategic and tactical plans • Current information security policies, standards, guidelines, and processes • Operational Procedures (IT and business, as appropriate to security functions) • Past audits and assessments
Interviews	Interviews of City of Irwindale staff knowledgeable in relevant business processes, information security, technology management, and technical administration. • Up to 10 interview sessions - Remote
Remediation Strategy and Roadmap	Roadmap for remediation of identified corrective actions or gaps identified during the course of the assessment
AT&T NETWORK INTEGRATION SERVICES & EQUIPMENT AGREEMENT Location(s)	AT&T Cybersecurity Consulting will perform the services at the following geographic locations: • AT&T Facilities (Remote)

• **AT&T NETWORK INTEGRATION SERVICES & EQUIPMENT AGREEMENT Objective and Methodology**

This section presents the AT&T Cybersecurity Consulting methodology to conducting a AT&T NETWORK INTEGRATION SERVICES & EQUIPMENT AGREEMENT.



Figure 1: Assessment Workflow



Objective

AT&T Cybersecurity Consulting shall perform an assessment of the security management, focusing on the content of the program, the maturity of its processes, gaps against standards of good practice and regulatory requirements, and existing roles and responsibilities.

Methodology

This section presents AT&T Cybersecurity Consulting's approach to conducting the AT&T NETWORK INTEGRATION SERVICES & EQUIPMENT AGREEMENT. It includes project initiation, assessment approach, and any remediation follow-up. Each of these project phases is clearly defined below. At the conclusion of this project, City of Irwindale will be provided a AT&T NETWORK INTEGRATION SERVICES & EQUIPMENT AGREEMENT Report which will clearly identify any findings and recommendations to assist City of Irwindale in reaching their desired state.

Project Overview

In addition to the project initiation meeting, AT&T Cybersecurity Consulting will utilize the approach summarized below, to meet project objectives:

Preparation and Planning: Work with City of Irwindale to prepare and plan the kick-off meeting (see section □ below), assessment activities, key stakeholders and project timing.

Information Gathering: Review documentation and interview City of Irwindale staff; collect evidence on process implementation.

Review and Analysis: Use information gathered to compare City of Irwindale posture to the standards of good practice, supplemented by City of Irwindale selected regulatory requirements.

Reporting: Develop prioritized recommendations to correct identified deficiencies, weaknesses, and gaps.

Preparation and Planning

AT&T Cybersecurity Consulting will work with City of Irwindale to:

Identify the knowledgeable subject matter experts for interviews and/or workshops

Plan interviews and/or workshops

Information Gathering

During this engagement, AT&T Cybersecurity Consulting will collect all relevant information through documentation reviews and staff interviews with City of Irwindale staff. Staff interviews provide a forum to ensure that business drivers and key risk areas are fully considered during the assessment. This project will include AT&T Cybersecurity Consulting a combination of onsite and remote work. Onsite work is conducted early during the engagement during which time AT&T Cybersecurity Consulting focuses on information gathering to gain a better understanding of the City of Irwindale Information Security and Privacy Program management practices, Policies and Procedural implementation, and the environment including:



Identification of the City of Irwindale information security and privacy organizational structure and key stakeholders within this structure with roles and responsibilities affecting the City of Irwindale Information Security and Privacy Program Structure, Practices, Policies and Procedures

The Information risk environment

City of Irwindale efforts to perform effective risk analysis and risk management

Governance, policy management, acceptable risk tolerance

Steering committees and working groups

Information security and privacy planning activities, such as communication of policies to all employees in the organization

Additional functional components of the security program and the key practices supporting the program components

Existing and planned initiatives affecting information protection within the City of Irwindale environment, such as process initiatives (ITIL, quality management, process re-engineering, etc.), major technology implementations, organizational restructuring

Critical issues confronting City of Irwindale

AT&T Cybersecurity Consulting will evaluate the following security program elements as part of the AT&T NETWORK INTEGRATION SERVICES & EQUIPMENT AGREEMENT:

1. Function Unique Identifier	2. Function	3. Category Unique Identifier	4. Category
5. ID	6. Identify	7. ID.AM	8. Asset Management
		9. ID.BE	10. Business Environment
		11. ID.GV	12. Governance
		13. ID.RA	14. Risk Assessment
		15. ID.RM	16. Risk Management Strategy
19. PR	18. Protect	19. PR.AC	20. Access Control
		21. PR.AT	22. Awareness and Training
		23. PR.DS	24. Data Security
		25. PR.IP	26. Information Protection Processes and Procedures
		27. PR.MA	28. Maintenance
31. DE	32. Detect	29. PR.PT	30. Protective Technology
		33. DE.AE	34. Anomalies and Events
		35. DE.CM	36. Security Continuous Monitoring
39. RS	40. Respond	37. DE.DP	38. Detection Processes
		41. RS.RP	42. Response Planning
		43. RS.CO	44. Communications
		45. RS.AN	46. Analysis
		47. RS.MI	48. Migration
51. RC	52. Recover	49. RS.IM	50. Improvements
		53. RC.RP	54. Recovery Planning
		55. RC.IM	56. Improvements
		57. RC.CO	58. Communications

AT&T Cybersecurity Consulting will derive most of the information necessary to assess the environment and supporting key practices through documentation reviews, such as policies, procedures, and plans related to information security, and interviews and subsequent discussions with knowledgeable staff responsible for various aspects of Information security.

These may include:

Executive Management

Key business unit leaders

Information Security Leadership (CISO) and staff

Privacy Leadership (CPO) and staff

Health Information Management

Steering Groups and Committees

CIO / IT Management / Administrators / Developers

Staff focused on Business Continuity and Disaster Recovery

Support Functions (HR, Legal, Facilities)

Others, as applicable

AT&T Cybersecurity Consulting will conduct all information gathering under this SOW in compliance with any reasonable processes or procedures communicated by City of Irwindale to AT&T Cybersecurity Consulting pertaining to the gathering of information, the collection of documents and the interviewing of City of Irwindale associates.

Review and Analysis



During remote work activities, AT&T Cybersecurity Consulting professionals will analyze the information gleaned from information gathered during the previous step. The objective is to identify critical issues and the risk from the associated issue and develop prioritized recommendations for improvement. AT&T Cybersecurity Consulting will review and evaluate City of Irwindale security posture against the NIST CSF Framework.

Reporting

Using the results from the previous steps, AT&T Cybersecurity Consulting will identify gaps between the City of Irwindale posture against the framework and document the findings from the previous work efforts with the prioritized recommendations to improve City of Irwindale security posture and compliance with the requirements.

As part of this activity, AT&T Cybersecurity Consulting will ensure that our recommendations and supporting rationale are clearly understood, actionable, and appropriate for City of Irwindale environment. AT&T Cybersecurity Consulting will present any documentation detailing our findings and recommendations in a draft form to provide City of Irwindale with an opportunity to review, comment, correct, and approve the format and content prior to finalizing the deliverable documentation. This iterative process helps to ensure that City of Irwindale can make informed, incremental decisions regarding specific courses of action throughout this review.

Maturity Ratings

In addition to providing a narrative summary of our findings related to program maturity, AT&T Cybersecurity Consulting will assign a relative maturity rating to each so that City of Irwindale can gain a better understanding of their overall posture. The maturity assessment will be organized around the content of City of Irwindale Program to be assessed.

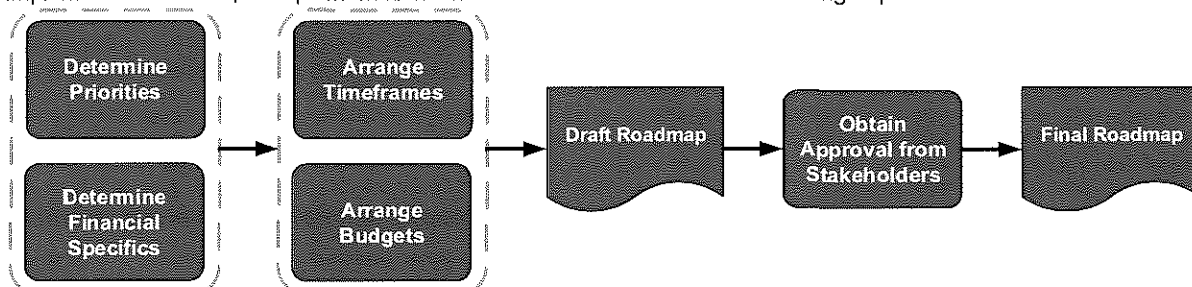
AT&T Cybersecurity Consulting uses ratings based on maturity models commonly used within industry (e.g., Carnegie Mellon University's Capability Maturity Model or the Program Review for Information Security Management Assistance (PRISMA) maturity levels) and will customize the scorecard to align with City of Irwindale Program functions.

While this numerical scoring model is based on a subjective evaluation of a particular process or control and consequently subject to minor inconsistencies and inaccuracies, it does provide a useful gauge of process capability and can be used to focus actions and priorities, as well as benchmark the program going forward.

• Remediation Strategy and Roadmap Development

AT&T Cybersecurity Consulting will establish a remediation strategy to address the prioritization and remediation planning for the high risks identified during this engagement. The remediation strategy will also allow for proper budgeting for necessary information security initiatives and a defensible prioritization model for implementation of these initiatives. AT&T Cybersecurity Consulting will establish the remediation strategy through a collaborative effort with the technology, business, and administration staff at City of Irwindale. AT&T Cybersecurity Consulting is aware of the criticality of obtaining buy-in and collaboration from internal groups, especially groups impacted by the remediation strategy; we will be happy to assist with and facilitate the process of publicizing and disseminating the proposed Security Strategy among relevant stakeholders, answering questions, and gathering and incorporating feedback.

AT&T Cybersecurity Consulting will develop a roadmap for implementation of the proposed remediation strategy. This roadmap sets the priorities and general timeframes for implementation of various strategic initiatives, and can be used for budgeting and other planning purposes. The roadmap also serves to focus the organization's efforts to avoid random implementation efforts, or implementations that become stalled because of missing dependencies.



Development of the roadmap will require a planning exercise with the appropriate management from impacted groups, especially groups participating in implementation of initiatives included in the roadmap. During this facilitated exercise, AT&T Cybersecurity Consulting will assist the client's information security management team to present and discuss priorities for information security initiatives. It is important that the (impacted) implementation groups are included in the planning for the roadmap; failure to include these groups can cause a situation where too much is being asked with not enough resources being available. AT&T Cybersecurity Consulting can assist with determination of existing resources, both monetary and personnel, before or during the roadmap development.

Once the planning exercise has been completed, the timeframes and approximate budgets can be laid out. These activities will take close coordination between the various stakeholders to arrive at realistic and achievable timelines and budget inputs. Cooperation among the responsible parties will also help with achieving buy-in among the stakeholders. The draft roadmap will be created from the components decided during the planning exercise. This draft will then be circulated amongst all the stakeholders for review and approval. AT&T Cybersecurity Consulting can assist in these reviews and discussions with stakeholders. Once the final roadmap has been agreed upon, it can be published to the applicable parties.



- **Deliverables**

AT&T Cybersecurity Consulting will provide the following deliverables as part of this project:

Name of Deliverable	Description of Deliverable
Final Report	A final report covering the AT&T NETWORK INTEGRATION SERVICES & EQUIPMENT AGREEMENT. The report will contain the following sections: <u>Executive Summary</u>: A high-level description of the activities performed by AT&T Cybersecurity Consulting and a summary of the pertinent findings. The executive summary is written in non-technical language to ensure a broad understanding of information security shortcomings, impacts and recommended actions, suitable for senior management consumption. <u>Approach</u>: High level discussion of the objectives and a description of the tasks performed by AT&T Cybersecurity Consulting. <u>Findings</u>: A comprehensive list of findings that encompass each of the assessment components including a detailed discussion that explains the vulnerabilities discovered by AT&T Cybersecurity Consulting and a set of recommendations to address each finding. <u>Appendices</u>: Supporting documentation to substantiate and recreate the finding after the assessment.
Remediation Strategy and Roadmap	A remediation strategy and roadmap for high risk findings identified from the various technical assessments outlined within this SOW. Typical elements of the roadmap may include: <u>Program Area Discussion</u> • Technology implementations • Process Implementations • Organization changes • Gross budget numbers <u>Short to Long Range Plans</u> • General Timing • Priorities

- **Risks**

AT&T Cybersecurity Consulting has identified the following potential risks in being able to complete this engagement as defined in the deliverables and completion criteria sections. If any of these risks are in danger of occurring, AT&T Cybersecurity Consulting shall invoke the Escalation Process. If any of these risks do occur, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

- Uncooperative City of Irwindale personnel or other entities (e.g. they won't provide information, provide incorrect or incomplete information, won't allow our consultants on site, etc.).
- Inability to travel due to government action (such as grounding of airlines).
- Delays in accessing network devices, systems, locations, documentation and people who are vital during the information collection phase of this project.
- The receipt of inaccurate information regarding the network design and configuration as provided by the City of Irwindale or its third-party resources.
- Other than authorized Denial of Service (DoS) attacks, testing activities performed by AT&T Cybersecurity Consulting in connection with AT&T Cybersecurity Consulting's services are not intended to interfere with or in any way disrupt any systems operations of City of Irwindale before, during or after the activities. Nevertheless, testing services may cause interruptions in network service.

- **Disclaimer of Warranties**

THE CONSULTING SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER THAT WOULD MEET COMMERCIAL INDUSTRY STANDARDS IN THE FIELD TO WHICH THE WORK PERTAINS. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ALL PRIVACY OR SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT CUSTOMER'S NETWORK AND SYSTEMS ARE SAFE FROM MALICIOUS CODE, INTRUSIONS OR OTHER SECURITY OR PRIVACY BREACHES, OR MEET APPLICABLE LEGAL AND REGULATORY COMPLIANCE OBLIGATIONS. AT&T DOES NOT OFFER LEGAL OR REGULATORY ADVICE NOR WARRANT OR REPRESENT THAT IT HAS OR WILL IDENTIFY ALL APPLICABLE INDUSTRY, REGULATORY OR LEGAL OBLIGATIONS OF CUSTOMER. AT&T DOES NOT WARRANT OR REPRESENT THAT ITS REPORTS, RECOMMENDATIONS OR ANALYSES WILL SATISFY APPLICABLE INDUSTRY, LEGAL OR REGULATORY REQUIREMENTS, EXCEPT WHERE A FORMAL CERTIFICATION OF COMPLIANCE IS PROVIDED, WHICH SHALL CONSTITUTE A REPRESENTATION BY AT&T THAT CUSTOMER HAS SATISFIED THE APPLICABLE STANDARD SUBJECT TO THE LIMITATIONS AND CONDITIONS OF SAID CERTIFICATION.



• **Assumptions**

The assumptions below were used by AT&T Cybersecurity Consulting to scope this engagement based on information provided to it by City of Irwindale. If any of these assumptions prove to be invalid, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

- AT&T Cybersecurity Consulting will have the flexibility to set its own work location and hours provided that they do not interfere with City of Irwindale business or operations.
- AT&T Cybersecurity Consulting assumes that there will not be any special conditions or restrictions that would affect a productive workday.
- All work will be performed contiguously unless otherwise agreed.
- Sufficient network infrastructure exists to support the deliverables of this engagement. This includes, but is not limited to: bandwidth, connectivity, management tools and utilities, and security.
- City of Irwindale personnel will be cooperative and forthcoming with information.
- City of Irwindale other vendors and their personnel will be cooperative and forthcoming with information.
- AT&T Cybersecurity Consulting will have access to systems, hardware, computer rooms, wiring closets, etc. that are necessary to accomplish the deliverables of this engagement.
- All items listed in the City of Irwindale Responsibilities section of the SOW are met, delivered, or provided (as appropriate) in a timely manner.

• **Coordination, Planning, and Project Initiation Meeting**

AT&T Cybersecurity Consulting recognizes the value of communication and ongoing collaboration with our customers. As such, we include a project initiation meeting (kick-off meeting) with all of our engagements. During the meeting, AT&T Cybersecurity Consulting will address the following topics:

- Introduce key people at the City of Irwindale and AT&T Cybersecurity Consulting
- Exchange contact information (for regular reporting and emergencies)
- Review scope of services
- Review communication, notification, and issue escalation procedures
- Discuss other specific City of Irwindale requests and rules of engagement (e.g., periods during which AT&T Cybersecurity Consulting should not perform testing)
- Discuss the involvement of the City of Irwindale technical staff in the project for the purpose of knowledge transfer and security
- AT&T Cybersecurity Consulting will discuss the deliverables required at completion of the project, the designated recipient, and the manner in which AT&T Cybersecurity Consulting will forward those deliverables

For the duration of the engagement, AT&T Cybersecurity Consulting will conduct status meetings. The frequency of the status meetings will be determined at the kickoff meeting. AT&T Cybersecurity Consulting will conduct the status meetings in person during the period of onsite performance and via a conference call during periods of remote work.

• **Completion Criteria**

This engagement will be deemed completed when the following items have been accomplished:

- All deliverables specified in this SOW have been submitted
- The key deliverables and findings have been presented to City of Irwindale sponsors of this engagement

• **Client Responsibilities**

City of Irwindale agrees to provide timely access to all personnel, resources (including all necessary hardware, software, network access, adequate and secure workspace, and telephone access) and requested information that is deemed necessary by AT&T Cybersecurity Consulting to ensure that AT&T Cybersecurity Consulting can fulfill its commitments stated herein. When possible, AT&T Cybersecurity Consulting will make reasonable efforts to provide lead-time to City of Irwindale. Typically, this notification will occur at the weekly status meetings. However, it may be necessary from time to time to have a faster response level. In these cases, City of Irwindale agrees to respond within one (1) day.

City of Irwindale also specifically agrees to:

- Assign a Single Point of Contact (SPOC) to represent City of Irwindale. The SPOC will have decision-making authority for most matters that may arise and will serve as an escalation point for relevant security testing activities, per the rules of engagement and cease-and-desist procedures. This SPOC will also be the escalation point for critical vulnerabilities identified during the course of the engagement
- Ensure that the SPOC be available to meet with AT&T Cybersecurity Consulting a minimum of once a week for the Status meeting
- The City of Irwindale SPOC will be responsible to facilitate the scheduling of interviews and information gathering sessions within the City of Irwindale organization unless other arrangements are agreed upon by the SPOCs



- The City of Irwindale SPOC will be responsible to identify and coordinate with the appropriate individuals to review draft deliverables. These reviews must be within the agreed upon timeframe in order to maintain the engagement schedule
- Provide all information and materials identified throughout the Statement of Work on time. To the best of City of Irwindale ability, all information will be complete and accurate
- Provide proper documentation for existing network
- Provide AT&T Cybersecurity Consulting with the necessary physical and/or system access required to complete the deliverables
- Provide all necessary network access (logins, passwords, etc.) to AT&T Cybersecurity Consulting at the start of the engagement
- Provide AT&T Cybersecurity Consulting with any relevant internal or external Service Level Agreements (SLAs) at the Kickoff meeting
- Provide appropriate personnel to assist in identifying users of systems and contact information
- Provide timely access to staff and personnel to answer questions regarding business or network information
- Make City of Irwindale assets (network, application and users) available for testing at appropriate points in this engagement
- Make appropriate representatives available for the presentation of the final deliverable
- Inform AT&T Cybersecurity Consulting of any developments in other projects that might impact this engagement
- Notify AT&T Cybersecurity Consulting of and make available to AT&T Cybersecurity Consulting all relevant and previously developed information and documentation
- Provide AT&T Cybersecurity Consulting with all relevant documentation and information as it pertains to the business requirements and current network infrastructure at the Kickoff meeting

If City of Irwindale fails to perform any of the responsibilities set forth herein, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

• Escalation Process

Both parties agree to use the following escalation process when a situation arises that either party feels could jeopardize the overall success of the engagement. Either party may initiate the escalation process, by contacting the named individual at the top of the table. If the initiating party feels that the situation: hasn't been adequately resolved; isn't being resolved quickly enough; or is of sufficient magnitude to cause significant damage to the overall relationship, they may proceed along the escalation path, as they deem appropriate. Initiation of this process is restricted to the individuals that are named in the escalation path for their party.

• AT&T Cybersecurity Consulting Escalation Path

Name	Title	Phone Number
Scott White	Regional Manager, Cybersecurity Consulting Services	(714) 625-1568
Shannon Brewster	Director Cybersecurity Consulting Services	(310) 529-1145
Todd Waskelis	Vice President, Security Consulting Services	(617) 721-7574

• City of Irwindale Escalation Path

Name	Title	Phone Number
John Fraijo	Captain- City of Irwindale Police Department	(626) 430-2238
Jeffrey Wagner	IT Manager	(626) 430-2258

Escalations of a more tactical nature will be handled between the AT&T Cybersecurity Consulting Engagement Manager and the appropriate City of Irwindale SPOC serving as an escalation point.

• Initiation of Work

This engagement is scheduled to begin on or before January 3, 2023. In order for work to begin, AT&T Cybersecurity Consulting will require receipt of the fully executed SOW and any documents (e.g., purchase order or master contract) required by City of Irwindale policy at least 2 weeks prior to the initiation of work. The Kickoff meeting will mark the official start of this engagement.

If for any reason both parties agree to start the engagement (i.e. conduct the Kickoff meeting) later than January 3, 2023, any reference in this SOW to a specific start or completion date of a deliverable or other event shall be extended one business day for each business day that the Kickoff meeting is delayed.

• Expected Duration

Based on the information provided to AT&T Cybersecurity Consulting by City of Irwindale and on our professional experience, AT&T Cybersecurity Consulting estimates that the work will be completed in approximately four (4) week(s).



During the course of this engagement additional information will be learned about the engagement that may cause the time required to complete the engagement to differ. Changes to the Expected Duration will be addressed via the Change Order Process

AT&T Cybersecurity

Managed Vulnerability Program Services Service Description (Statement of Work)

SOW Number: 26A2-01-45AF

AT&T MA Reference No.

AT&T Cybersecurity Consulting Managed Vulnerability Scanning Agreement

CUSTOMER Legal Name ("Customer")	AT&T Legal Name "AT&T"	AT&T Sales Contact Name ☐ Primary Contact
City of Irwindale	AT&T Corp.	Richard Nadzam
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
5050 N. Irwindale Irwindale, CA 91706	208 S. Akard Street Dallas, TX 75202	870 N. McCarthy Blvd. Milpitas, CA 95035 (408) 223-5196 richard.nadzam@att.com
CUSTOMER Contact	CUSTOMER Billing Address	
John Fraijo Police Captain (626) 430-2238 jfraijo@irwindaleca.gov	5050 N. Irwindale Irwindale, CA 91706	

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Managed Vulnerability Scanning Services Agreement from AT&T Consulting

This document provides a service description of the Managed Vulnerability Program Service ("Service") from AT&T Consulting. This Service Guide consists of the following parts:

- Service Description (SD)
- Pricing (P)

Vulnerability Scanning Service Description (SD)

SD-1. General

Vulnerability Testing seeks to determine the extent to which critical systems and sensitive information are vulnerable to compromise or attack. AT&T will provide managed vulnerability scanning of both the internal and external environments. This scanning will be conducted from an external perspective using a cloud-based Web portal to manage scans and track remediation workflow. A virtual scan engine and/or host agents will be deployed within the client's environment to scan the internal hosts.

SD-2. Methodology

AT&T Cybersecurity Consulting will initiate both ad-hoc and scheduled automated scans and produce vulnerability scanning reporting as required by Customer and defined in the kick-off meeting. Information provided by Customer about the target environment will serve as an input for the automated scanning phase.

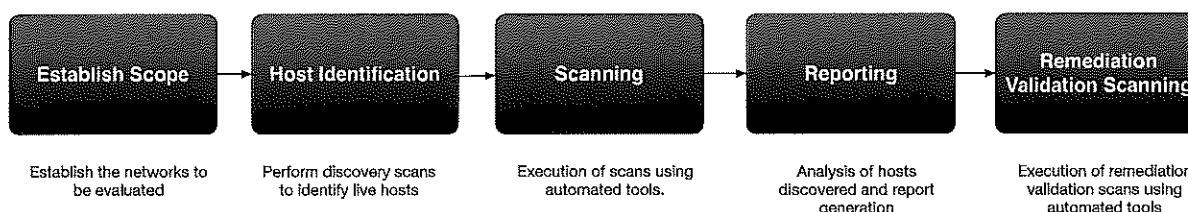


Figure 1: Vulnerability Scanning

Establish Scope

Prior to starting the assessment, AT&T Cybersecurity Consulting conducts a project initiation meeting where AT&T Cybersecurity Consulting and Customer mutually establish the rules of engagement. These rules will establish the hours of testing, identify hosts specifically excluded from testing, and will generally guide the efforts to perform a thorough test while minimizing business disruptions.

Host Identification

The scan solution uses host and service identification activities to identify specific system and application information on targeted hosts and networks. The solution gathers information on features such as open ports, operating system types, software versions, available services, and the applications providing those services. The scanner then uses this information to obtain lists of known or emerging vulnerabilities so the foundation for further testing can be established.

Vulnerability Scanning

The objective of this phase is to identify hosts, services, and vulnerabilities in the target environment using a suite of customized tools. The scanner performs vulnerability identification after identifying all hosts, ports, and available services. The result of the vulnerability identification step is an enumeration of possible vulnerabilities obtained through a combination of the various scanning and analysis tools.

Vulnerability Reporting

During the Reporting phase, AT&T Cybersecurity Consulting will assist Customer to analyze the information gathered and document the findings in a format that is agreed upon during the kick off meeting.

SD-3. Deliverables

AT&T Consulting will provide the following deliverable(s) as a result of The Service.

Name of Deliverable	Frequency	Description of Deliverable
Vulnerability Findings Report	As Needed	AT&T Cybersecurity Consulting will assist the client to produce a set of vulnerability findings in a report format that is agreed upon during the kickoff meeting. Reports can be delivered in PDF, CSV and XML format and will include vulnerability findings, risk ratings and remediation recommendations.

SD-4. Service Specific Information

- The client will allow or white-list AT&T's scanning servers in any intrusion prevention system in order to allow the scans to be conducted without interference.

Web Application Shielding Service Description (SD)

SD-5. General

Web Application Shielding is a cloud-based managed service that help prevent exploitation of web application or API vulnerabilities and protects them against DDoS attacks. It does this by:

- Deploying a unique technology "shielding" applications by front-ending them as a hardened proxy compensating for patching, logic, and code flaw vulnerabilities.
- Wrapping this technology with a fully managed service that constantly scans for new vulnerabilities, deploys new shields as required and reports on shielding efficacy. This helps protect web applications against the exploitation of vulnerabilities, allowing time to patch or rewrite the application code or to work with the software vendor or SaaS partner to correct the code.
- An additional benefit is that it may immediately improve your cybersecurity posture as reported by publicly available assessment services and tools.

SD-6. Methodology

Upon commencement of our service AT&T Consulting will conduct a kick-off meeting (phone conference, or in person) as described in the "Communications Section" to establish rules of engagement and share critical information. This meeting will cover how to engage AT&T Consulting to start and stop activities, and establish emergency contacts.

AT&T Consulting's approach is highly collaborative and will work closely with the client during the engagement to ensure compliance with project timeframes and target scope. At any point during the engagement, items discovered on client assets that are determined to be of significant risk will be communicated as quickly as possible to the Points of Contact in a manner agreed upon during the kick-off meeting.

Each party will designate a Single Point of Contact (SPOC) that has the authority to represent such party and has decision-making authority for most matters. All material communications should be conducted through the SPOCs. Such communications should either be in writing or summed up in writing. However, it is recognized that for the sake of efficiency, there may be direct

communications between AT&T Consulting team members and various client employees. Any conversation that may have a material outcome on the success of the engagement will be documented and sent to the SPOCs.

Rather than requiring patches, or code fixes, AT&T Cybersecurity leverages a separate shielded path to web applications with an existing library of thousands of generic shields (Signature, Behavioral & DDoS) available to be deployed to securely protect the web applications. They can be particularly useful for 3rd party and legacy applications where there are no development teams available. Shields apply fixes specific to your web applications. These shields can be deployed in hours, and they can be left in place for as long as needed. Shields modify web application behavior without touching a single line of code, offering protecting from even the most sophisticated attack.

- Fix web app vulnerabilities without touching a line of code or affecting functionality
- Infrastructure protected by an aggregate of the world's largest DDoS scrubbing centers, with over 12Tbps capacity
- Globally distributed network, peering with over 1,500 ISPs and deployable to over 180 datacenters
- Fully managed, 24/7/365 risk reduction service, proactively monitored and maintained
- A full suite of protection, threat analysis, and ongoing audit functions
- Ongoing visibility and reporting in a custom dashboard
- Assurance of ISO 27001 Information Security Certified Processes

SD-7. Deliverables

AT&T Consulting will provide the following deliverable(s) as a result of The Service.

Name of Deliverable	Frequency	Description of Deliverable
Web Application Shielding plan and Shields	As Needed	Web Application Shielding leverages a separate shielded path to your application with an existing library of over 14,700 generic shields (Signature, Behavioral & DDoS) available to be deployed to securely protect the application.

Penetration Testing Service Description (SD)

SD-8. General

Vulnerability Testing determines the extent to which critical systems and sensitive information are vulnerable to compromise or attack. Penetration Testing seeks to exploit the vulnerabilities identified in order to gain access to critical systems, sensitive information, or a specified trophy. AT&T Consulting uses a combination of automated and detailed manual test steps to perform Penetration Testing. Information provided by the organization about the target environment will serve as an input for the automated scanning phase. AT&T Consulting will review the results of the automated test results for exploitable conditions in the environment. The team will then execute advanced, manual tests to identify and exploit additional, obscure vulnerabilities that the automated scans may have overlooked.

The following table describes the scope and activities included as part of a standard network-level penetration test engagement.

# of Live IP's	Discovery/Data Collection	Vulnerability Scanning	Manual Validation	Manual Penetration Testing	Retesting of Results
< 32	Yes	Yes	As needed to confirm attack surface	No more than 50% of live IPs	Optional
< 64	Yes	Yes	As needed to confirm attack surface	No more than 50% of live IPs	Optional
< 128	Yes	Yes	As needed to confirm attack surface	No more than 50% of live IPs	Optional
< 256	Yes	Yes	As needed to confirm attack surface	No more than 25% of live IPs	Optional
< 512	Yes	Yes	As needed to confirm attack surface	No more than 25% of live IPs	Optional
< 1024	Yes	Yes	As needed to confirm attack surface	No more than 25% of live IPs	Optional

The Service has the following characteristics:

- The Service is delivered at a distance, remote from customer location, directly across the Internet or via an AT&T provided device that the Customer will install on their network that will allow remote connectivity to AT&T staff.
- The Service is limited to data collection, host, and service level testing. The Service excludes other testing such as authenticated testing of web applications, databases, device configuration reviews, wireless testing, and social engineering attempts.
- The Term of each service is limited to a single assessment event. All testing must be conducted as part of a single, continuous engagement.
- Retesting of Results is limited to a single validation event. All validation testing must be conducted as part of a single, continuous engagement within 60 days of delivery of the original Technical Findings Report provided by AT&T Consulting as part of the engagement.

SD-9. Deliverables

AT&T Consulting will provide the following deliverable(s) as a result of The Service.

Name of Deliverable	Description of Deliverable
Technical Assessment Report	For each engagement, a final report covering the in-scope activities will be provided. The report will contain the following sections: Executive Summary: A high-level description of the activities performed by AT&T Consulting and a summary of the pertinent findings. The executive summary is written in non-technical language to ensure a broad understanding of information security shortcomings, impacts and recommended actions, suitable for senior management consumption. Approach: High level discussion of the objectives and a description of the tasks performed by AT&T Consulting. Summary Findings: A synopsis of the findings in the assessment targeting on central themes. Detailed Findings: A comprehensive list of findings that encompass each of the assessment components including a detailed discussion that explains the vulnerabilities discovered by AT&T Consulting and a set of recommendations to address each finding. Appendices: Supporting documentation to substantiate and help recreate the finding after the assessment.
Retest Addendum	If a retesting event is included in the engagement, an addendum to the Technical Assessment Report will be issued detailing the state of issues identified in the original assessment report after remediation attempts. The focus of the retest is to validate that remediation actions taken by the Customer are effective at resolving the issues identified in the original report. In the event that any new issues are discovered during this validation process, they will be documented in the report addendum as well.

SD-10. Defined Terms and Important Information

Section Effective Date: January 30, 2019

- AT&T reserves the right to (i) modify or discontinue the Service in whole or in part and/or (ii) terminate the Service at any time without cause. In the event such modification or discontinuation is material and adverse to the provision of the services, Supplier will refund a pro-rated amount of the applicable changes to the Customer in the applicable year.
- AT&T reserves the right to conduct work at a remote location or use, in AT&T's sole discretion, employees, contractors or suppliers located outside the United States to perform work in connection with or in support of the Service.
- All engagements are scheduled and coordinated with the Customer once all required paperwork is completed.

- As part of the AT&T Consulting Professional Services provided under the Professional Services Agreement, Customer has requested that AT&T provide intrusive network vulnerability assessment and/or controlled penetration services (the "Penetration Tests") described in this Addendum.
- The parties agree and understand that Penetration Tests can potentially damage data and devices tested and that in some situations the Customer may request that AT&T intentionally try to damage the Customer's data or devices during Penetration Tests.
- The parties further agree that: (i) Customer's signature on page 12 constitutes Customer's consent to AT&T performing the Penetration Tests.
- The Penetration Tests will be limited to the areas to be assessed as specified in the scope identified.
- Penetration Tests will be performed during the Testing Dates that are agreed upon during the start of the engagement
- Penetration Tests will be performed during the time windows mutually agreed upon by the parties as specified during the start of the engagement.
- Customer will provide in-scope IP address ranges in writing prior to the beginning of the engagement.
- Customer warrants that they have the authority to authorize the testing of the in-scope IP addresses and will take actions to coordinate any testing with any third-party organizations that may be administering or monitoring the in scope IP addresses.

SD-11. DISCLAIMER: LIMITATION OF LIABILITY

- A. WHILE IMPLEMENTING THE RECOMMENDATIONS DELIVERED AT THE COMPLETION OF AN ENGAGEMENT MAY INHIBIT INTRUSION OF CUSTOMER'S NETWORK BY THIRD PARTIES, AT&T DOES NOT GUARANTEE THAT THE SERVICE WILL BE EFFECTIVE AGAINST INTRUSION OF CUSTOMER'S NETWORK.
- B. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY IN THE CONSULTING PROFESSIONAL SERVICES AGREEMENT, UNDER NO CIRCUMSTANCES WILL AT&T BE HELD LIABLE FOR DAMAGES OR COSTS THAT MAY BE CAUSED BY THE SERVICE, NETWORK INTRUSION BY ANY THIRD PARTY, FOR ANY INTERRUPTIONS IN NETWORK SERVICE THAT MAY OCCUR, OR FOR ANY DAMAGE TO CUSTOMER DATA OR DEVICES THAT MAY RESULT FROM THE SERVICE.

Pricing (P)

P-1. Plans and Billing

AT&T Managed Service powered by Digital Defense Frontline (MVP-DDI):

Description: Unlimited Vulnerability / CIS Compliance Scanning, Unlimited Active Scan Engines, Unlimited Windows Host Agents.

	Service Component*	Annual Price
☐	Up to 25 assets*	\$338.00
☐	Up to 50 assets*	\$675.00
☐	Up to 100 assets*	\$1,350.00
☐	Up to 185 assets	\$2,500.00
☐	Up to 250 assets	\$3,375.00
☐	Up to 500 assets	\$6,750.00
☐	Up to 750 assets	\$9,900.00
☐	Up to 1,000 assets	\$13,000.00
☐	Up to 5,000 assets	\$50,000.00

MVP-Qualys (Unlimited Scanning)

Description: Unlimited Vulnerability / CIS Compliance Scanning, Continuous Monitoring, Threat Protection, Unlimited Passive / Active Scan Engines, Unlimited Host Agents, Unlimited ASV Scans.

	Service Component*	Annual Price
☐	Up to 25 assets*	\$500.00
☒	Up to 50 assets*	\$1,000.00
☐	Up to 125 assets	\$2,500.00
☒	Up to 250 assets	\$5,000.00
☐	Up to 500 assets	\$10,000.00
☐	Up to 750 assets	\$14,250.00
☐	Up to 1,000 assets	\$18,000.00
☐	Up to 5,000 assets	\$80,000.00

MVP-Qualys Mobility

Description: Securely, monitor, and manage mobile devices (iOS, Android and ChromeOS) across your enterprise. (This is an optional add-on to MVP-Qualys)

	Service Component*	Annual Price
☐	Up to 25 assets*	\$500.00
☐	Up to 50 assets*	\$1,000.00
☐	Up to 125 assets	\$2,500.00
☐	Up to 250 assets	\$5,000.00
☐	Up to 500 assets	\$10,000.00
☐	Up to 750 assets	\$14,250.00
☐	Up to 1,000 assets	\$18,000.00
☐	Up to 5,000 assets	\$80,000.00

NOTE: Quantities marked with () are below minimum deal size of \$2,500 and are included so that sellers can stack them with other quantities. (e.g. 100 + 250 = 350 assets)

MVP-Qualys Patch Management

Description: Patch Management—Leverages the host agents to provide patching on Windows and Linux assets. (This is an optional add-on to MVP-Qualys)

	Service Component*	Annual Price
☐	Up to 25 assets*	\$400.00
☐	Up to 50 assets*	\$800.00
☐	Up to 125 assets*	\$2,000.00
☐	Up to 250 assets	\$4,000.00
☐	Up to 500 assets	\$7,750.00
☐	Up to 750 assets	\$11,250.00
☐	Up to 1,000 assets	\$15,000.00
☐	Up to 5,000 assets	\$70,000.00

MVP-Qualys Web Application Scanning

Description: Provides in-depth scanning for complex Web applications. (This is an optional add-on to MVP-Qualys)

	Service Component*	Annual Price
☐	Up to 1 Web Application*	\$350.00
☐	Up to 2 Web Application*	\$700.00
☐	Up to 3 Web Application*	\$1,050.00
☐	Up to 4 Web Application*	\$1,400.00
☐	Up to 5 Web Application*	\$1,750.00
☐	Up to 10 Web Application	\$3,500.00

MVP-Qualys Security Assessment Questionnaire

Description: Collect risk and compliance data from internal users, systems administrators, and third-party vendors. (This is an optional add-on to MVP-Qualys)

	Service Component	Annual Price
☐	Up to 25 users	\$9,995.00
☐	Up to 50 users	\$10,620.00
☐	Up to 75 users	\$11,180.00
☐	Up to 100 users	\$11,620.00
☐	Up to 200 users	\$13,870.00
☐	Up to 500 users	\$19,995.00
☐	Up to 1,000 users	\$30,620.00

MVP-Qualys SaaS DR

Description: Visibility into SaaS environments with automated threat remediation. (This is an optional add-on to MVP-Qualys)

	Service Component*	Annual Price
☐	Up to 25 users, per app*	\$450.00
☐	Up to 50 users, per app*	\$900.00
☐	Up to 125 users, per app*	\$2,250.00
☐	Up to 250 users, per app	\$4,500.00
☐	Up to 500 users, per app	\$9,000.00
☐	Up to 750 users, per app	\$13,500.00
☐	Up to 1,000 users, per app	\$18,000.00
☐	Up to 5,000 users, per app	\$90,000.00

NOTE: Quantities marked with () are below minimum deal size of \$2,500 and are included so that sellers can stack them with other quantities. (e.g. 100 + 250 = 350 assets)

MVP-Qualys Endpoint Detection and Response

Description: Detect and respond to endpoint attacks with visibility of attack chain. (This is an optional add-on to MVP-Qualys)

	Service Component*	Annual Price
☐	Up to 25 agents*	\$1,085.00
☐	Up to 50 agents*	\$2,165.00
☐	Up to 125 agents	\$5,410.00
☐	Up to 250 agents	\$10,820.00
☐	Up to 500 agents	\$21,650.00
☐	Up to 750 agents	\$32,450.00
☐	Up to 1,000 agents	\$43,270.00
☐	Up to 5,000 agents	\$216,350.00

MVP-Qualys CyberSecurity Asset Management

Description: Continuously inventorying IT assets, software, detect security gaps, and mitigate risks. (This is an optional add-on to MVP-Qualys)

	Service Component*	Annual Price
☐	Up to 25 assets*	\$1,023.75
☐	Up to 50 assets*	\$1,895.50
☐	Up to 125 assets	\$3,470.00
☐	Up to 250 assets	\$5,482.50
☐	Up to 500 assets	\$8,660.00
☐	Up to 750 assets	\$11,325.00
☐	Up to 1,000 assets	\$13,680.00
☐	Up to 5,000 assets	\$39,600.00

MVP-Qualys Policy Compliance

Description: This is an optional add-on to the vulnerability scanning component above and leverages the host agents and scan engine to provide compliance scans against industry benchmarks like HIPAA, PCI, other security frameworks and compliance mandates.

	Service Component	Annual Price
☐	Up to 25 users*	\$625.00
☐	Up to 50 users*	1,250.00
☐	Up to 75 users	\$3,125.00
☐	Up to 100 users	\$6,250.00
☐	Up to 200 users	\$12,500.00
☐	Up to 500 users	\$18,750.00
☐	Up to 1,000 users	\$25,000.00

MVP-Qualys Cloud Security Monitoring

Description: Continuously monitor and assess your public cloud accounts and associated resources. (This is an optional add-on to MVP-Qualys)

	Service Component*	Annual Price
☐	Up to 1 connector*	\$1,895.00
☐	Up to 2 connectors	\$3,790.00
☐	Up to 3 connectors	\$5,685.00

NOTE: Quantities marked with () are below minimum deal size of \$2,500 and are included so that sellers can stack them with other quantities. (e.g. 100 + 250 = 350 assets)

MVP-Web Application Shielding — powered by RedShield

Description: Transforms interactions with web applications mitigating weaknesses without modifying the web application code itself.

	Service Component	Annual Price
☐	Up to 1 web application	\$21,600.00
☐	Up to 2 web applications	\$43,200.00
☐	Up to 3 web applications	\$64,800.00
☐	Up to 4 web applications	\$86,400.00
☐	Up to 5 web applications	\$108,000.00

External Penetration Testing

Description: Penetration testing seeks to exploit the vulnerabilities identified in order to gain access to critical systems, sensitive information, or a specified trophy. This assessment will be conducted from an external perspective.

Service Component		Initial Test		Retesting of Results
Less than 32 live assets	☒	\$4,500.00	☐	\$2,000.00
Less than 64 live assets	☐	\$6,500.00	☐	\$2,500.00
Less than 128 live assets	☐	\$8,500.00	☐	\$3,000.00
Less than 256 live assets	☐	\$11,500.00	☐	\$4,000.00
Less than 512 live assets	☐	\$15,500.00	☐	\$5,000.00
Less than 1,024 live assets	☐	\$19,500.00	☐	\$6,000.00

Internal Penetration Testing

Description: Penetration testing seeks to exploit the vulnerabilities identified in order to gain access to critical systems, sensitive information, or a specified trophy. This assessment will be conducted from an internal perspective.

Service Component		Initial Test		Retesting of Results
Less than 32 live assets	☐	\$5,500.00	☐	\$2,000.00
Less than 64 live assets	☐	\$7,500.00	☐	\$2,500.00
Less than 128 live assets	☐	\$9,500.00	☐	\$3,000.00
Less than 256 live assets	☐	\$12,500.00	☐	\$4,000.00
Less than 512 live assets	☐	\$16,500.00	☐	\$5,000.00
Less than 1,024 live assets	☐	\$20,500.00	☐	\$6,000.00

Web Application Penetration Testing

Description: Web Application Penetration testing seeks to exploit the vulnerabilities within in-scope web application in order to gain access sensitive data, locate common web application vulnerabilities or gain access to the underlying operating system supporting the web application. This assessment can be conducted from an internal or external perspective using authenticated testing.

Service Component		Initial Test		Retesting of Results
5 pages, 20 inputs/page, 1 Role	☐	\$4,500.00	☐	\$2,000.00
10 pages, 30 inputs/page, 2 Roles	☐	\$6,750.00	☐	\$2,500.00
20 pages, 40 inputs/page, 3 Roles	☐	\$9,500.00	☐	\$3,000.00

NOTE: Quantities marked with () are below minimum deal size of \$2,500 and are included so that sellers can stack them with other quantities. (e.g. 100 + 250 = 350 assets)

INVOICING FOR MANAGED SCANNING SERVICES TASKS WILL BE DONE ON A QUARTERLY BASIS AFTER COMMENCEMENT OF THE PROJECT. INVOICING FOR PENETRATION TESTING WILL BE DONE AFTER THE COMMENCEMENT OF THE PROJECT. ANY DISCOUNTS OFFERED BY AT&T TO CUSTOMER DURING A PRIOR TERM WILL NOT APPLY DURING ANY NEW OR RENEWAL TERM UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE PARTIES

Purchase Order Information:

- ☐ A purchase order has been approved and a copy is attached to this document.
- ☒ My company does not issue purchase orders for the services ordered. In order to ensure correct and timely invoicing, I have provided a reference number and billing information to be identified on the invoice.

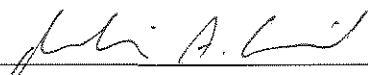
Reference # MVP-2022

Engagement Information	
Client Name	City of Irwindale
Engagement Number	26A2-01-45AF
\$ Amount	\$10,500.00
Brief Description of Services	Scanning & Pen Test Services
Payment Terms	As stated in MA, PSA or PSC (net 30 days standard)

Bill To Information	
Billing Contact Name	John Fraijo
Billing Address	5050 N. Irwindale, Irwindale, CA 91706
Billing Contact Phone	(626) 430-2238
Billing Contact Email	jfraijo@irwindaleca.gov

Work Location	
Contact Name	Same as Above
Address	
Contact Phone	
Contact Email	

AGREED—CUSTOMER:

By: 
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED—AT&T:

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
AT&T CORPORATION**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 11th day of January, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and AT&T Corporation, a Delaware corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Ten Thousand and Five Hundred Dollars (\$10,500.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-

category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Meredith Lay, Engagement Manager, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Julian Miranda, City Manager, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended

or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. **ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for

completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in

writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

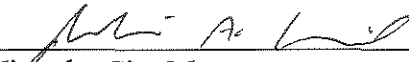
8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation



Julian Miranda, City Manager

ATTEST:

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
 ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide Managed Vulnerability Scanning Services ("Services") identified in the Statement of Work ("SOW") attached hereto as Exhibit A.

All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
 - A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- II. The total compensation for the Services shall not exceed \$10,500.00, as provided in Section 2.1 of this Agreement.**
- III. Consultant's billing rates for all personnel as set forth in the SOW as Exhibit A are incorporated by reference.**

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
AT&T CORPORATION**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 11th day of January, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and AT&T Corporation, a Delaware corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of forty thousand Dollars (\$40,000.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-

category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Meredith Lay, Engagement Manager, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Julian Miranda, City Manager, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended

or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. **ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for

completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in

writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

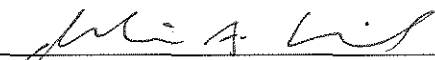
8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation


Julian Miranda, City Manager

ATTEST:

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

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COUNTY OF LOS ANGELES

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide AT&T Network Integration Services ("Services") identified in the Statement of Work ("SOW") attached hereto as Exhibit A.

All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
 - A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- II. The total compensation for the Services shall not exceed \$ 40,000.00, as provided in Section 2.1 of this Agreement.**
- III. Consultant's billing rates for all personnel as set forth in the Scope of Work as Exhibit A are incorporated by reference.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the following schedule:**

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Task A	_____	_____
B. Task B	_____	_____
C. Task C	_____	

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.

- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

***State Homeland Security Program
Subrecipient Agreement
Grant Year 2020***

Between the

County of Los Angeles

and the

City of Irwindale

**SUBRECIPIENT AGREEMENT
BETWEEN THE
COUNTY OF LOS ANGELES
AND THE
CITY OF IRWINDALE**

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 Irwindale, 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 2020 SHSP, Federal Award Identification No. 037-00000 Federal Award dated October 23, 2020 with a performance period of September 1, 2020 to May 31, 2023. This Federal Award is not a R&D award; and

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

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2020 SHSP grant from Cal OES in the total amount of \$10,593,612.00; and

WHEREAS, the CEO now wishes to distribute 2020 SHSP grant funds to the Subrecipient in the amount of \$67,518.00, as further detailed in this Agreement; and

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

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on July 20, 2021 authorized the CEO to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

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

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

Melissa Tarver
Chief Executive Office, LAC
500 West Temple Street, Room B-79-2
Los Angeles, CA 90012
Phone: (213) 974-3338
Fax: (213) 687-3765
mtarver@ceo.lacounty.gov

2. The representative of Subrecipient is:

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

With a copy to:

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

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2020 to February 28, 2023, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2020 SHSP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Project Worksheet, attached hereto as Exhibit E.

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

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

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract or the receipt of single bid response of \$250,000.00 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any certifications or reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the fifteenth (15th) of the following month. Subrecipient is required to complete any survey requests requested by the County of Los Angeles. Subrecipient must also submit completed Project Claims for reimbursement immediately or a minimum on a quarterly basis, and no later than the date stated in §201, above.
- F. Subrecipient must provide an electronic copy of their Annual Single Audit Report, as required by 2 CFR Part 200, to CEO no later than March 31st (fiscal year ending June 30) or June 30th (fiscal year ending September 30) of the year following the reporting period.

- G. Subrecipient may be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of Los Angeles anticipates that said monitoring may include, at a minimum, one on-site visit during the term of this Agreement. Monitoring will utilize a Review Instrument (sample attached hereto as Exhibit H, and subject to periodic revisions) to evaluate compliance.
- H. Subrecipient must provide Corrective Action Plan(s) to CEO within thirty (30) days of any audit finding.
- I. Subrecipient use of the Los Angeles Regional Interoperable Communication System's Motorola Solutions, Incorporated Land Mobile Radio System Contract to purchase equipment is unallowable unless the Subrecipient can clearly demonstrate to CEO it meets one of the four federal exceptions to necessitate a noncompetitive procurement before issuance of any contract, amendment, or purchase order.
- J. Subrecipient shall not use grant funds to purchase, extend, or renew any Telecommunications and Video Surveillance services and equipment as substantial or essential component of any system, or as critical technology as part of any system which the Secretary of Defense, in consultation with Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an owned, controlled by, or connected to the People's Republic of China such as and not limited to Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); or Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- K. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <https://www.fema.gov/authorized-equipment-list> and the Funding Guidelines of the 2020 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 2020 SHSP can be found at Title 2 CFR Part 200.313.

Any equipment acquired or obtained with Grant Funds:

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

2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- L. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 2 CFR Part 200.313. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000.00 or more per unit. Items costing less than \$5,000.00, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Listing.
1. Equipment must be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient must make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the awarding agency.
 3. An Equipment Listing must be maintained listing each item of Equipment acquired with SHSP funds. The Equipment Listing must be kept up to date at all times. Any changes must be recorded in the Listing within ten (10) business days and the updated Listing is to be forwarded to the County of Los Angeles Auditor-Controller (A-C) Shared Services Division. The Equipment Property Records must be maintained that include: (a) a description of the property, (b) a serial number or other identification number, (c) the source of property, (d) who holds title, (e) the acquisition date, (f) and cost of the property, (g) percentage of Federal participation in the cost of the property, (h) the location, (i) use and condition of the property, (j) and any ultimate disposition data including the date of disposal and sale price of the property. Records must be retained by the subrecipient pursuant to Title 2, Part 200.313 (d) (1) of the CFR.
 4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.

5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Listing at least once every two years or prior to any site visit by State or Federal auditors or County of Los Angeles monitors. The Subrecipient is required to have on file a letter certifying as to the accuracy of the Equipment Listing in the frequency as above, and provide to the CEO when requested.
- M. Any Planning paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F or subsequent grant year programs.
- N. Any Organization activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- O. Any Training paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <https://www.firstrespondertraining.gov/frts/>.
- P. Any Exercise paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/hseep>.
- Q. Any Personnel activities paid pursuant to this Agreement must conform to the guidelines as listed in Exhibit F.
- R. Subrecipient must provide to CEO a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to CEO prior to final execution of the Agreement.
- S. Pursuant to this Agreement, indirect costs are not reimbursable.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$67,518.00 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, organization, and planning as described in Section II of this Agreement. The

grant amount represents the amount allocated to Subrecipient in the 2020 SHSP Grant Award Letter from Cal OES.

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

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

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

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

- C. The County of Los Angeles may, at its discretion, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon approval by the County of Los Angeles of a Subrecipient reimbursement submission, inquiry from the County of Los Angeles to the Subrecipient regarding fund utilization, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of reimbursement request will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be

terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for

herein except that in all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement,

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

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may participate in selecting, or administering, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
1. The term "immediate family" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father,

mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must

substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

1. CFR

Subrecipient must comply with Title 2 CFR Part 200.

2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

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

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

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

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

9. Civil Rights

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

Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

Subrecipient must, as applicable, comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

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

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

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 CFR Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the

execution of this Agreement and must certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant Agreement

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

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

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

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

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

1. Travel Expenses

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

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

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in Exhibit F and in the State's "Grant Assurances". By signing these Grant Assurances and accepting Exhibit F, the County of Los Angeles became liable to the State for any funds

that are used in violation of the grant requirements. The State's Grant Assurances are incorporated into this Agreement through Exhibit D. Subrecipient will be liable to the Grantor for any funds the State determines the Subrecipient used in violation of these Grant Assurances.

Pursuant to this Agreement, Subrecipient shall execute the 2020 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 (26) pages and (8) Exhibits which constitute the entire understanding and agreement of the parties.

[Remainder of this page intentionally left blank]

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

COUNTY OF LOS ANGELES

BY _____
FESIA A. DAVENPORT Date
Chief Executive Officer

BY _____
CELIA ZAVALA
Executive Officer, Board of Supervisors

BY _____
ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM

RODRIGO A. CASTRO-SILVA
County Counsel

BY _____
Deputy County Counsel

BY *[Signature]* Julian A. Miranda 1/10/23
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY _____
City Clerk (Signature) (Print Name) Date

EXHIBITS

Exhibit A	Certification and Disclosure Regarding Lobbying
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Certification of Grant Assurances
Exhibit E	Final Grant Award Letter and Project Worksheet
Exhibit F	2020 Notice of Funding Opportunity
Exhibit G	Reimbursement Form and Instructions
Exhibit H	Monitoring Instrument

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☒ B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☒ B a. bid/offer/application b. initial award c. post-award	3. Report Type: ☒ A a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☒ Subawardee Tier, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: County of Los Angeles Chief Executive Office 500 West Temple Street, Room B-79-2 Los Angeles, CA 90012 Congressional District, if known: _____
6. Federal Department/Agency: Department of Homeland Security	7. Federal Program Name/Description: Homeland Security Grant Program CFDA Number, if applicable: 97.067	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (last name, first name, MI - include address if different from 10a)	
11. Amount of Payment (check all that apply) : ☐ Actual ☐ Planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: _____ nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☒ No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: <u>Julian A. Miranda</u> Name: <u>Julian A. Miranda</u> Title: <u>City Manager</u> Telephone: <u>626 430-2218</u> (area code) Date: <u>1/10/23</u>
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET****Continuation of 10 a-b:** additional sheets may be added if necessary

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

**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

Julian A. Miranda City Manager
Julian A. Miranda

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Julian A. Miranda 1/10/23

SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

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

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
STD. 21

COMPANY/ORGANIZATION NAME:

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

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

CERTIFICATION

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

OFFICIAL'S NAME

1/10/23

DATE EXECUTED

COUNTY OF LOS ANGELES

EXECUTED IN THE COUNTY OF

CONTRACTOR or RECEIPT 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 CITY OF IRWINDALE

(*your agency*)

accordingly provides this statement of compliance.

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

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

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

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

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

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

2. Period of Performance

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

3. Lobbying and Political Activities

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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

4. Debarment and Suspension

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

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

7. Environmental Standards

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

8. Audits

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

9. Access to Records

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

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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

17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

20. California Public Records Act and Freedom of Information Act

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

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

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

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

34. Reporting of Matters Related to Recipient Integrity and Performance

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT

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

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

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

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

Subrecipient: _____

Signature of Authorized Agent: _____ *Julian A. Miranda*

Printed Name of Authorized Agent: _____ *Julian A. Miranda*

Title: _____ *City Manager* Date: _____ *1/10/23*

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 23, 2020

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

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

Dear Ms. Davenport:

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

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

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



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Fesia A. Davenport
October 23, 2020
Page 2 of 2

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

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

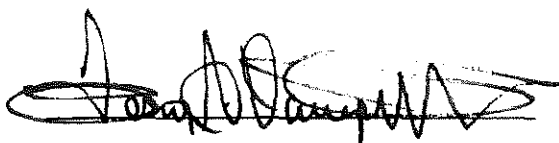
A Conditional Hold has been placed on your subaward; five percent of the subaward must be allocated to each of the four National Priority Investment Justifications for a total of twenty percent of the award. To release this hold, additional information is required for the investments identified which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

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

Sincerely,



MARK S. GHILARDUCCI
Director



Fesia A. Davenport
Los Angeles County

10-9-2020

Date

Project Ledger				
City of Irwindale FY 2020 State Home Security Program (SHSP) Projects Grant Subaward: 2020-0095 Cal OES ID: 037-00000				
Ledger Type		Initial Application Date		
		2/15/2022		
POP Start Date		9/1/2020		
POP End Date		5/31/2023		
Project No.	Project Title	Funding Source	Discipline	Solution Area
003	LE Cybersecurity Review	HSGP-SHSP	LE	Planning
			Total	\$ 67,518

Planning

City of Irwindale
 FY 2020 State Home Security Program (SHSP) Projects
 Grant Subaward: 2020-0095
 Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

Project No.	Planning Activity	Funding Source	Discipline	Solution Area Sub Category	Expenditure Category	Final Product	Noncompetitive Procurement over \$250K	Budgeted Cost
3.12	Contractor to provide a security assessment of common CAD and RMS operating systems involving law enforcement agencies. Contractor will examine and identify Cloud storage systems for attack vulnerabilities; examine agencies "third-party vendor" security Policies and Procedures; conduct unannounced penetration testing of selected operating and/or vendor systems; and provide follow-up training for information technology representatives.	HSGP-SHSP	LE	Develop and Enhance Plans, Protocols and Systems	Consultants	Provide a independent report of Cyber-Security Findings and Recommendations.	No	\$ 67,518

Organization

Cal OES ID: 037-00000

POP Start Date	9/1/2020
POP End Date	5/31/2023

Page 3 of 6

Equipment	

City of Irwindale
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022

POP Start Date	9/1/2020
POP End Date	5/31/2023

[illegible]

City of Inlandale
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

[illegible]

Exercise

City of Irwindale
FY 2020 State Home Security Program (SHSP) Projects
Grant Subaward: 2020-0095
Cal OES ID: 037-00000

Ledger Type	Initial Application
Date	2/15/2022
POP Start Date	9/1/2020
POP End Date	5/31/2023

[illegible]

**The Department of Homeland Security (DHS)
 Notice of Funding Opportunity (NOFO)
 Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP)**

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>.

A. Program Description

1. Issued By

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

2. Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number) 97.067

3. Assistance Listings Title (formerly CFDA Title)
 Homeland Security Grant Program

4. Funding Opportunity Title

Homeland Security Grant Program

- State Homeland Security Program
- Urban Area Security Initiative
- Operation Stonegarden

5. Funding Opportunity Number

DHS-20-GPD-067-00-01

6. Authorizing Authority for Program

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

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93)

8. Announcement Type

New

9. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) is one of three grant programs that constitute the Department of Homeland Security (DHS)/Federal Emergency Management Agency's (FEMA's) focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the Nation's communities against potential terrorist attacks. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. In FY 2020, there are three components of HSGP:

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

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

Finally, for FY 2020, DHS is focused on the criticality of information sharing and collaboration to building a national culture of preparedness and protecting against terrorism and other emerging threats to our national security. DHS and its homeland security mission were born from the "failures among federal agencies and between the federal agencies and state and local authorities to share critical information related to the threat of terrorism" prior to the September 11, 2001, attacks.¹ The threat profile has changed in the last two decades – we now face continuous cyber threats by sophisticated actors, threats to soft targets and crowded places, threats to our democratic election

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

process and threats from new and emerging technologies. But information sharing and cooperation between state, local, and tribal authorities and federal agencies, including all DHS officials, is just as vital, and perhaps even more vital, today. Therefore, for FY 2020, we have identified four priority areas, tied to some of the most serious threats that DHS would like to see addressed by state and local governments, that recipients will need to address with their HSGP funds. Perhaps most importantly, we will be focused on forging partnerships to strengthen information sharing and collaboration in each of these priority areas and looking for recipients to remove barriers to communication and cooperation with DHS and other federal agencies.

Objectives

The objective of the FY 2020 HSGP is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

Priorities

Given the evolving threat landscape, it is incumbent upon DHS/FEMA to continuously evaluate the national risk profile and set priorities that help ensure appropriate allocation of scarce security dollars. In assessing the national risk profile for FY 2020, four priority areas attract the most concern. And due to the unique threats that the nation faces in 2020, DHS/FEMA has determined that these four priorities should be addressed by allocating specific percentages of HSGP funds to each of these four areas, for a total of 20 percent. The following are the four priority areas for FY 2020, along with the corresponding amount of HSGP funds that each recipient will be required to propose for each priority area in order to obtain a full allocation of HSGP funds:

- 1) Enhancing cybersecurity (including election security) – 5 percent
- 2) Enhancing the protection of soft targets/crowded places (including election security) – 5 percent;
- 3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS – 5 percent;
- 4) Addressing emergent threats (e.g., unmanned aerial systems [UASs], etc.) – 5 percent.

Failure by a recipient to propose investments and projects that align with these four priority areas and spending requirements may result in a recipient receiving a reduced grant award. DHS/FEMA may not award funding in excess of a recipient's minimum allocation threshold² to the extent that investments and projects do not align with these four priority areas.

A State or high-risk urban area may allocate the remaining 80 percent to gaps identified through their Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process.

Likewise, there are several enduring security needs that crosscut the homeland security enterprise, and to which that States should consider allocating funding across core capability gaps and national

² The *Homeland Security Act of 2002*, as amended, allocates for each of the 50 States, the District of Columbia, and Puerto Rico 0.35 percent of the total funds appropriated for grants under section 2003 and section 2004 of the *Act*, and 0.08 percent for each of the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands).

priorities. The following are enduring needs that help recipients implement a comprehensive approach to securing communities:

- 1) Effective planning;
- 2) Training and awareness campaigns;
- 3) Equipment and capital projects; and
- 4) Exercises.

The table below provides a breakdown of the FY 2020 SHSP and UASI priorities (the focus of OPGS remains unique to border security), showing the core capabilities enhanced and lifelines supported, as well as examples of eligible project types for each area. A detailed description of allowable investments for each project type is included in the Preparedness Grants Manual. DHS/FEMA anticipate 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 other funding mechanisms.

FY 2020 SHSP & UASI Funding Priorities

Priority Areas National Priorities	Core Capabilities	Lifelines	Example Project Types
Enhancing Cybersecurity (including election security)	• Cybersecurity • Intelligence and information sharing	• Safety and security	• Cybersecurity risk assessments • Projects that address vulnerabilities identified in cybersecurity risk assessments ◦ Improving cybersecurity of critical infrastructure to meet minimum levels identified by CISA ◦ Cybersecurity training and planning
Enhancing the Protection of Soft Targets/ Crowded Places (including election security)	• Operational coordination • Public information and warning • Intelligence and information sharing • Interdiction and disruption • Screening, search, and detection • Access control and identity verification • Physical protective measures • Risk management for protection programs and activities	• Safety and security	• Operational overtime • Physical security enhancements ◦ Security cameras (CCTV) ◦ Security screening equipment for people and baggage ◦ Lighting ◦ Access controls ◦ Fencing, gates, barriers, etc.
Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS	• Intelligence and information sharing	• Safety and security	• Fusion center operations (Fusion Center project will be required under this investment, no longer as a stand-alone investment) • Information sharing with all DHS components, fusion centers, and other entities designated by DHS

			• Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis • Joint training and planning with DHS officials and other entities designated by DHS
Addressing Emergent Threats, such as Transnational Criminal Organizations and UAS	• Interdiction & disruption • Screening, search and detection • Physical protective measures • Intelligence and information sharing • Planning • Public Information and Warning • Operational Coordination	• Safety and security	• Sharing and leveraging intelligence and information • UAS detection technologies • Enhancing weapons of mass destruction (WMD) and/or improvised explosive device (IED) prevention, detection, response and recovery capabilities ◦ Chemical Biological Radiological Nuclear and Explosive (CBRNE) detection, prevention, response, and recovery equipment
Enduring Needs			
Planning	• Planning • Risk management for protection programs and activities • Risk and disaster resilience assessment • Threats and hazards identification • Operational coordination • Community resilience	• Safety and security	• Development of: ◦ Security Risk Management Plans ◦ Continuity of Operations Plans ◦ Response Plans • Efforts to strengthen governance integration between/among regional partners • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Training & Awareness	• Long-term vulnerability reduction • Public information and warning • Operational coordination • Situational assessment • Community resilience	• Safety and security	• Active shooter training • Security training for employees • Public awareness/preparedness campaigns • Joint training and planning with DHS officials and other entities designated by DHS • Cybersecurity training and planning
Equipment & Capital Projects	• Long-term vulnerability reduction • Infrastructure systems • Operational communications • Interdiction and disruption • Screening, search and detection • Access control and identity verification • Physical protective measures	• Safety and security	• Protection of high-risk, high-consequence areas or systems that have been identified through risk assessments • Physical security enhancements ◦ Security cameras (CCTV) ◦ Security screening equipment for people and baggage ◦ Lighting ◦ Access Controls ▪ Fencing, gates, barriers, etc.

Exercises	• Long-term vulnerability reduction • Operational coordination • Operational communications • Community resilience	• Safety and security	• Response exercises

Starting in FY 2020, each SHSP and UASI recipient is required to submit an Investment Justification (IJ) for *each* of the four national priorities identified above. Under the Cybersecurity investment and the Soft Target/Crowded Places investments one project for each of those two investments must be to support enhancing election security. As a reminder, all SHSP- and UASI-funded projects must have a demonstrated nexus to preventing, preparing for, protecting against, and responding to acts of terrorism. However, such projects may simultaneously support enhanced preparedness for disasters unrelated to acts of terrorism.

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

FY 2020 OPSG Funding Priorities

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

Starting in FY 2020, each OPSG applicant is required to clearly articulate and identify how the Concept of Operations addresses *each* of the two national priorities identified above.

10. Performance Metrics

Performance metrics for this program are as follows:

SHSP and UASI:

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

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

Award Amounts, Important Dates, and Extensions

Available Funding for the HSGP NOFO: \$1,120,000,000

HSGP Programs	FY 2020 Allocation
State Homeland Security Program	\$415,000,000
Urban Area Security Initiative	\$615,000,000
Operation Stonegarden	\$90,000,000
Total	\$1,120,000,000

SHSP Allocations

For FY 2020, DHS/FEMA will award SHSP funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The following table identifies the *targeted* SHSP allocation ranges for each State based on DHS/FEMA's relative risk methodology pursuant to the *Homeland Security Act of 2002*, as amended. States are strongly encouraged to apply for funding at least 15% over the high end of their target allocation range as ineffective applications will not be funded. Final award amounts will be based on DHS/FEMA's evaluation of the effectiveness of proposed investments and projects.

Regardless of the amount of a State's targeted SHSP allocation range, each State must include a separate investment for each of the four national priority areas identified in the Priorities section, above. The funding level in each national priority area investment must equal or exceed the percentage for that respective national priority area, calculated as a percentage of the State's *targeted* SHSP allocation in the table below. For the states that receive a target allocation in excess of the minimum, the percentage is calculated against the high end of the range, as displayed in the table below. 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. Final awards are based on whether the State has proposed investments in each of the four national priority areas in an amount equal to or greater than the percentage for that priority area and based on the effectiveness review.

DHS/FEMA will allocate to each state and territory a minimum allocation under the SHSP using thresholds established in the *Homeland Security Act of 2002*, as amended. The minimum allocation for all 50 States, the District of Columbia, and the Commonwealth of Puerto Rico is 0.35 percent of the total funds appropriated for grants under Section 2003 and Section 2004 of the *Homeland Security Act of 2002*, as amended. The minimum allocation for the four territories (American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands) is 0.08 percent of the total funds appropriated for grants under Section 2003 and 2004 of the *Homeland Security Act of 2002*, as amended. THIRA/SPR results do not impact grant allocation or award.

Regardless of the final award amount, a state must invest SHSP funding in each of the four national priority areas in an amount equal to or greater than percentage identified above for each national priority area, as approved by DHS/FEMA.

FY 2020 TARGET SHSP ALLOCATIONS

State/Territory	FY 2020 Allocation	State/Territory	FY 2020 Allocation
New York	\$59,174,400 - \$73,968,000	Kentucky	\$4,287,500
California	\$49,608,800 - \$62,011,000	Louisiana	\$4,287,500
Texas	\$15,839,200 - \$19,799,000	Maine	\$4,287,500
Illinois	\$12,085,600 - \$15,107,000	Minnesota	\$4,287,500
Florida	\$8,127,200 - \$10,159,000	Mississippi	\$4,287,500
Virginia	\$7,076,800 - \$8,846,000	Missouri	\$4,287,500
Georgia	\$4,600,000 - \$5,750,000	Montana	\$4,287,500
Pennsylvania	\$7,076,800 - \$8,846,000	Nebraska	\$4,287,500
Maryland	\$6,153,600 - \$7,692,000	Nevada	\$4,287,500
New Jersey	\$6,153,600 - \$7,692,000	New Hampshire	\$4,287,500
Washington	\$5,384,800 - \$6,731,000	New Mexico	\$4,287,500
Massachusetts	\$5,384,800 - \$6,731,000	North Dakota	\$4,287,500
Ohio	\$5,384,800 - \$6,731,000	Oklahoma	\$4,287,500
North Carolina	\$4,423,200 - \$5,529,000	Oregon	\$4,287,500
District of Columbia	\$4,423,200 - \$5,529,000	Puerto Rico	\$4,287,500
Michigan	\$4,423,200 - \$5,529,000	Rhode Island	\$4,287,500
Alabama	\$4,287,500	South Carolina	\$4,287,500
Alaska	\$4,287,500	South Dakota	\$4,287,500
Arizona	\$4,287,500	Tennessee	\$4,287,500
Arkansas	\$4,287,500	Utah	\$4,287,500
Colorado	\$4,287,500	Vermont	\$4,287,500
Connecticut	\$4,287,500	West Virginia	\$4,287,500
Delaware	\$4,287,500	Wisconsin	\$4,287,500
Hawaii	\$4,287,500	Wyoming	\$4,287,500
Idaho	\$4,287,500	American Samoa	\$1,000,000
Indiana	\$4,287,500	Guam	\$1,000,000
Iowa	\$4,287,500	Northern Mariana	\$1,000,000
Kansas	\$4,287,500	U.S. Virgin Islands	\$1,000,000
		\$415,000,000	

UASI Allocations

Eligible candidates for the FY 2020 UASI program are identified in the table below. Eligibility has been determined through an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States, in accordance with the *Homeland Security Act of 2002*, as amended. Detailed information on MSAs is publicly available from the United States Census Bureau at <https://www.census.gov/programs-surveys/metro-micro.html>. THIRA/SPR results do not impact grant allocation or award.

For FY 2020, DHS/FEMA will award UASI funds based on risk and the anticipated effectiveness of the proposed use of grant funds upon completion of the application review process. The following table identifies the *targeted* 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. Applicants are strongly encouraged to apply for funding at least 15% over the high end of their target allocation range as ineffective applications will not be funded. Final award amounts will be based on DHS/FEMA's evaluation of the effectiveness of proposed investments and projects.

In its application, each high-risk urban area, through the State, must include a separate investment for each of the four national priority areas identified in the Priorities section, above. The funding level in each national priority area investment must equal or exceed the percentage for that respective national priority area, calculated as a percentage of the high-risk urban area's *targeted* UASI allocation in the table below. The percentage is calculated against the high end of the range, as displayed in the table below. DHS/FEMA will make final award determinations based upon a review of the anticipated effectiveness of the high-risk urban area's application as described in Section D, below. Final awards are based on whether the State has proposed investments in each of the four national priority areas in an amount equal to or greater than the percentage for that priority area and based on the effectiveness review. Regardless of the final award amount, a high-risk urban area must invest UASI funding in each of the four national priority areas in an amount equal to or greater than percentage identified above for each national priority area, as approved by DHS/FEMA.

FY 2020 TARGET UASI ALLOCATIONS

State/Territory	Funded Urban Area	FY 2020 UASI Allocation
Arizona	Phoenix Area	\$4,200,000 - \$5,250,000
California	Anaheim/Santa Ana Area	\$4,200,000 - \$5,250,000
	Bay Area	\$30,000,000 - \$37,500,000
	Los Angeles/Long Beach Area	\$54,400,000 - \$68,000,000
	Riverside Area	\$2,800,000 - \$3,500,000
	Sacramento Area	\$2,800,000 - \$3,500,000
	San Diego Area	\$13,520,000 - \$16,900,000
Colorado	Denver Area	\$2,800,000 - \$3,500,000
District of Columbia	National Capital Region	\$41,400,000 - \$51,750,000
Florida	Miami/Fort Lauderdale Area	\$11,800,000 - \$14,750,000
	Orlando Area	\$2,800,000 - \$3,500,000
	Tampa Area	\$2,800,000 - \$3,500,000
Georgia	Atlanta Area	\$5,000,000 - \$6,250,000
Hawaii	Honolulu Area	\$2,800,000 - \$3,500,000
Illinois	Chicago Area	\$54,400,000 - \$68,000,000
Louisiana	New Orleans Area	\$2,800,000 - \$3,500,000
Maryland	Baltimore Area	\$3,400,000 - \$4,250,000
Massachusetts	Boston Area	\$13,520,000 - \$16,900,000
Michigan	Detroit Area	\$4,200,000 - \$5,250,000
Minnesota	Twin Cities Area	\$4,200,000 - \$5,250,000
Missouri	St. Louis Area	\$2,800,000 - \$3,500,000
Nevada	Las Vegas Area	\$4,200,000 - \$5,250,000
New Jersey	Jersey City/Newark Area	\$15,240,000 - \$19,050,000
New York	New York City Area	\$143,000,000 - \$178,750,000
Oregon	Portland Area	\$2,800,000 - \$3,500,000
Pennsylvania	Philadelphia Area	\$13,520,000 - \$16,900,000
	Pittsburgh Area	\$2,800,000 - \$3,500,000
Texas	Dallas/Fort Worth/Arlington Area	\$13,520,000 - \$16,900,000
	Houston Area	\$19,680,000 - \$24,600,000
	San Antonio Area	\$2,800,000 - \$3,500,000
Virginia	Hampton Roads Area	\$2,800,000 - \$3,500,000
Washington	Seattle Area	\$5,000,000 - \$6,250,000
Total		\$615,000,000

OPSG Allocations

For FY 2020, 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 2020 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.

Period of Performance: 36 months
Extensions to the Period of Performance (PoP) are allowed. For additional information on PoP extensions, refer to the Preparedness Grants Manual.

Projected Period of Performance Start Date: September 1, 2020

Projected Period of Performance End Date: August 31, 2023

Funding Instrument: Grant

C. Eligibility Information

1. Eligible Applicants

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

2. Eligibility Criteria

Eligible high-risk urban areas for the FY 2020 UASI program have been determined through

an analysis of relative risk of terrorism faced by the 100 most populous Metropolitan Statistical Areas (MSAs) in the United States. Subawards will be made by the SAAs to the designated high-risk urban areas.

In FY 2020, 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 2020, 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.

3. Other Eligibility Criteria

National Incident Management System (NIMS) Implementation

Prior to allocation of any Federal preparedness awards in FY 2020, recipients must ensure and maintain adoption and implementation of NIMS. Detailed information on NIMS requirements are in the Preparedness Grants Manual.

Emergency Management Assistance Compact (EMAC) Membership

In support of the Goal, SHSP recipients must belong to, be in, or act as a temporary member of EMAC, except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time. All assets supported in part or entirely with FY 2020 HSGP funding must be readily deployable and NIMS-typed when possible to support emergency or disaster operations per existing EMAC agreements. In addition, funding may be used for the sustainment of core capabilities that, while they may not be physically deployable, support national response capabilities, such as Geographic/Geospatial Information Systems (GIS), interoperable communications systems, capabilities as defined under the Mitigation Mission Area of the Goal, and fusion centers.

Law Enforcement Terrorism Prevention Activities (LETPA)

Per section 2006 of the *Homeland Security Act of 2002*, as amended (6 U.S.C. § 607), DHS/FEMA is required to ensure that at least 25 percent of grant funding appropriated for grants awarded under HSGP's authorizing statute are used for law enforcement terrorism prevention activities. DHS/FEMA meets this requirement, in part, by requiring all recipients allocate at least 25 percent of the combined HSGP funds allocated under SHSP and UASI towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. § 607. The LETPA allocation can be from SHSP, UASI, or both. The 25 percent LETPA allocation may be met by funding projects in any combination of the four national priority areas

identified above and any other investments. And the 25 percent LETPA allocation is in addition to the 80 percent pass-through requirement to local units of government and tribes, referenced below.

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

4. Cost Share or Match

There is no cost share or match requirement for the FY 2020 HSGP.

D. Application and Submission Information

1. Key Dates and Times

- a. Application Start Date: February 14, 2020
- b. Application Submission Deadline: April 30 15, 2020 at 5:00 p.m. ET

All applications **must** be received by the established deadline. The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of the full application. **DHS/FEMA will not review applications that are received after the deadline or consider them for funding.** DHS/FEMA may, however, extend the application deadline on request for an applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances.

Applicants experiencing technical issues must notify the FEMA Headquarters (HQ) Program Analyst prior to the application deadline. If applicants do not know their FEMA HQ Program Analyst or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

- c. Anticipated Funding Selection Date: *No later than 7/1/2020*
- d. Anticipated Award Date: *No later than 9/30/2020*
- e. Other Key Dates:

Event	Suggested Deadline for Completion
Obtain DUNS Number	3/16/2020 ~~3/1/2020~~
Obtain a valid Employer Identification Number (EIN)	3/16/2020 ~~3/1/2020~~
Update SAM registration	3/16/2020 ~~3/1/2020~~
Submit the initial application in Grants.gov	4/23/2020 ~~4/8/2020~~ —
Submit the final application in ND Grants	4/30/2020 ~~4/15/2020~~ , 5:00 p.m. ET

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

See the Preparedness Grants Manual for information on requesting and submitting an application.

4. Steps Required to Submit an Application, Unique Entity Identifier, and System for Award Management (SAM)

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

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

Applicants are advised that DHS may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when DHS 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, DHS 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. See the Preparedness Grants Manual for additional information on the steps required to submit an application.

5. Electronic Delivery

DHS/FEMA is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS/FEMA requires applicants to submit their initial applications online through Grants.gov and to submit final applications through ND Grants.

6. How to Register to Apply through Grants.gov

See the Preparedness Grants Manual for information on requesting and submitting an application.

7. How to Submit an Initial Application to DHS/FEMA via Grants.gov

See the Preparedness Grants Manual for information on requesting and submitting an application.

8. Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the Authorized Organizational Representative (AOR) role who submitted the application will also receive an acknowledgement of receipt, a tracking number (in this format: GRANTXXXXXXXX) from Grants.gov, and an Agency Tracking Number (in this format: EMX-2020-XX-XXXX) with the successful transmission of the initial application. This notification does **not** serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants. All applications must be received in ND Grants by 5:00 p.m. ET on April 30 15, 2020. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

9. Submitting the Final Application in Non-Disaster Grants System (ND Grants)

After submitting the initial application in Grants.gov, eligible applicants will be notified by DHS/FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of this announcement but no later than **seven days before the application deadline**. Early registration will allow applicants to have adequate time to start and complete their application.

In ND Grants applicants will be prompted to submit all of the information contained in the following forms. Applicants should review these forms before applying to ensure they have all the information required:

- Standard Form 424A, Budget Information (Non-construction);
- Standard Form 424B, Standard Assurances (Non-construction); and
- Standard Form LLL, Disclosure of Lobbying Activities.

In addition, applicants must submit copies of the following in ND Grants:

- Investment Justification (the Investment Justification Template may be found in the Related Documents Tab of the Grants.gov posting and used as a preparation tool; responses to questions in the Template are entered into the GRT);

- List of Urban Area Working Group (UAWG) and Senior Advisory Committee (SAC) members;
- SAC charter;
- UAWG charter; and
- Indirect Cost Agreement, if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement. If the applicant is not required to have an indirect cost rate agreement but will charge indirect costs and is required to have an indirect cost rate proposal, the applicant must provide a copy of their indirect cost rate proposal with the application. See the section below on indirect costs for more information or contact the relevant Program Analyst or Grants Management Specialist for further instructions.

Applicants must submit copies of the following in ND Grants if applying for construction projects. The forms may be accessed in the Forms tab under SF-424 Family on [Grants.gov](https://www.grants.gov):

- Standard Form 424C, Budget Information (Construction); and
- Standard Form 424D, Standard Assurances (Construction).

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9 a.m. – 5 p.m. ET.

10. Content and Form of Application Submission

See the [Preparedness Grants Manual](#) for information on requesting and submitting an application.

HSGP Specific Application Instructions

Development of the Investment Justification (SHSP and UASI)

As part of the FY 2020 HSGP application process for SHSP and UASI funds, applicants must develop formal investment justifications (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 in accordance with the Risk Methodology and Effectiveness Review described in the Application Review Information and may result in rejection of proposed investments or reduced funding allocations.

Each IJ must *demonstrate* how proposed investments:

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

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

- Prevent a threatened or an actual act of terrorism;
- Prepare for all hazards and threats, while explaining the nexus to terrorism preparedness;
- Protect citizens, residents, visitors, and assets against the greatest threats and hazards, relating to acts of terrorism; and/or
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an act of terrorism or other catastrophic incidents.

Development of Investments and Projects (SHSP)

- Applicants must propose at least four and may include up to ten investments.
- Required national priority investment justifications must include the name of the priority in the investment name for easy identification.
- Within each investment in their IJ, applicants must propose at least one project to describe the activities they plan to implement with SHSP funds. There is no limit to the number of projects that may be submitted.
- Of the proposed SHSP-funded investments, one single project, within the required intelligence and information sharing investment, 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.
- Of the proposed SHSP-funded investments, one project in each of the required Cybersecurity and Soft Targets/Crowded Places investments must be in support of enhancing election security.
- All emergency communications investments must describe how such activities align with their Statewide Communication Interoperable Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words "emergency communications" to easily identify any emergency communications investments.
- All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, whether the project activities are shareable and deployable, and which priority area (if any) the project is in support of. Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. Failure to fulfill all of the terms contained in this section may be considered in the evaluation of the effectiveness of the IJs in accordance with the Risk Methodology and Effectiveness Review described in the Application Review Information and may result in rejection of proposed investments or reduced funding allocations.
- 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 investment justifications.

Priority Investments (SHSP)

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

Cybersecurity Investment Justification (5 percent)

At least one investment must be in support of the state's cybersecurity efforts. The investment must meet or exceed the FY 2020 national priority percentage for cybersecurity, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2020 HSGP grant awards will be required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from October – December 2020.

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

In January 2017, the Department of Homeland Security designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation.

Given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

Soft Target Investment Justification (5 percent)

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

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the state's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments in order to receive a full allocation of SHSP funds. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency. States are encouraged to engaged DHS' Protective Security Advisors' security assessments of soft targets to ensure that recommendations from those assessments are taken into consideration when allocating grant funding.

As noted above, given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

Information Sharing and Cooperation Investment Justification (5 percent)

Effective homeland security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the state's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they

will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for information sharing and cooperation with DHS, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

Emerging Threats Investment Justification (5 percent)

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and no-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of emerging threats, at least one investment must be in support of the state's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for emerging threats, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of SHSP funds. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

Development of Investments and Projects (UASI)

- Applicants must propose at least four and may include up to ten investments.
- Within each investment in their IJ, Urban Areas must propose at least one project to describe the activities they are planning to implement with UASI funds. There is no limit to the number of projects that may be submitted.
- Required national priority IJs must include the name of the priority in the investment name for easy identification.
- Of the proposed projects, Urban Areas are required to propose one single project, as part of the required intelligence and information sharing investment justification, in support of a designated fusion center within the Urban Area, if applicable. Recipients must coordinate with the fusion center when developing a fusion center project prior to submission. See additional information on how to develop fusion center investments below.
- Of the proposed UASI-funded investments, one project in each of the required Cybersecurity and Soft Targets/Crowded Places investments, must be in support of enhancing election security.

All emergency communications investments must describe how such activities align with their Statewide Communication Interoperable Plan (SCIP). Recipients must coordinate with their Statewide Interoperability Coordinator (SWIC) and/or Statewide Interoperability Governance Body (SIGB) when developing an emergency communications investment prior to submission to ensure the project supports the statewide strategy to improve emergency communications and is compatible and interoperable with surrounding systems. The investment name must include the words “emergency communications” to easily identify any emergency communications investments.

All requested funding must be associated with specific projects. For each project, several pieces of information must be provided to submit the project for consideration in the application, including the name of the project, the project description, the name of the subrecipient, if applicable, the recipient type (e.g., state or local), the project location (zip code of the primary location of the project), the primary core capability the project supports, whether the project activities are shareable and deployable, and which priority area (if any) the project is in support of. Projects should describe how the proposed investment supports closing capability gaps or sustaining capabilities identified in the THIRA/SPR process.

Priority Investments - UASI

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

Cybersecurity Investment Justification (5 percent)

At least one investment must be in support of the urban area’s cybersecurity efforts. The investment must meet or exceed the FY 2020 national priority percentage for cybersecurity, and will also be subject to DHS/FEMA’s evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI and SHSP funds. Cybersecurity investments must support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Recipients and subrecipients of FY 2020 HSGP awards will be required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The CIO, CISO or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2- 3 hours to complete. The 2020 NCSR will be open from October – December 2020.

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

In January 2017, the Department of Homeland Security designated the infrastructure used to administer the Nation's elections as critical infrastructure. This designation recognizes that the United States' election infrastructure is of such vital importance to the American way of life that its incapacitation or destruction would have a devastating effect on the country. Securing election infrastructure and ensuring an election free from foreign interference are national security priorities. Threats to election systems are constantly evolving, so defending these systems requires constant vigilance, innovation, and adaptation.

Given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

Soft Target Investment Justification (5 percent)

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

Given the increased risk to soft targets and crowded places, at least one investment must be in support of the urban area's efforts to protect soft targets/crowded places. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for soft targets/crowded places and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding securing soft targets and crowded places are available through the Cybersecurity and Infrastructure Security Agency.

As noted above, given the importance of the Nation's election infrastructure, and the multiple and evolving threats to that infrastructure, at least one project within this investment must be in support of the state's efforts to enhance election security. Additional resources and information regarding election security are available through the Cybersecurity and Infrastructure Security Agency.

Information Sharing and Cooperation Investment Justification (5 percent)

Effective homeland security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is

critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, at least one investment must be in support of the urban area's efforts to enhance information sharing and cooperation with DHS and other federal agencies. As noted above, this requirement must include at least one dedicated fusion center project. Additional instructions on development of the fusion center project can be found below. Applicants must justify persuasively how they will contribute to the information sharing and collaboration purposes of the investment and a culture of national preparedness, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for information sharing and cooperation with DHS, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

Emerging Threats Investment Justification (5 percent)

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

Given the increased risk of emerging threats, at least one investment must be in support of the urban area's efforts to address emerging threats. Additionally, the proposed investment must meet or exceed the FY 2020 national priority percentage for emerging threats, and will also be subject to DHS/FEMA's evaluation of the effectiveness of the proposed investments, in order to receive a full allocation of UASI funds. Additional resources and information regarding emerging threats are available through the Countering Weapons of Mass Destruction Office and the Cybersecurity and Infrastructure Security Agency.

Development of Fusion Center Projects (SHSP and UASI)

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

- Indicate alignment to a designated Fusion Center.
- Provide both a brief narrative description and funding itemization for the proposed project activities that directly support the designated fusion center.
- 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.

- If the project description and funding itemization do not directly support the fusion center or clearly align to the Fusion Center Performance Measures, then the project may be conditionally approved until a Fusion Center Addendum is submitted.

Sample Fusion Center Funding Itemization

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

The X Fusion enhancement project will fund:

- *Salaries, benefits, and training for X number of Fusion Center intelligence analysts*
- *Travel costs associated with fusion center analyst training.*
- *This project will directly sustain the Center's current capabilities and performance and directly aligns with performance measures 2020.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>	<i>\$10,000.00</i>	<i>2%</i>
<i>Organization:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Equipment:</i>	<i>\$200,000</i>	<i>48%</i>
<i>Training:</i>	<i>\$10,000</i>	<i>2%</i>
<i>Exercises:</i>	<i>\$0</i>	<i>0%</i>
<i>Total:</i>	<i>\$420,000</i>	<i>100%</i>

Completing IJs in the Grant Reporting Tool (GRT) (SHSP and UASI)

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

Development of Concept of Operations for OPSG

As part of the FY 2020 OPSG application process, each eligible local unit of government at the county or Federally recognized tribal government level must develop a strategic plan called a Concept of Operations (CONOP)/Application, which is a formal proposal of action to address a specific situation and forms the basis for Operations Orders, in coordination with state and Federal law enforcement agencies, to include, but not limited to CBP/USBP. CONOPs that are developed at the county level should be inclusive of city, county, tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities, and the CONOP/Application should describe participating agencies in the Executive Summary. CONOP/Application details should include the names of the agencies, points of contact, and individual funding requests. All CONOPs/Applications must be developed in collaboration with

the local USBP sector office, the SAA and the local unit of government. Requests for funding in CONOPs/Applications must be based on risks and the operational enforcement support requirements of its corresponding USBP Sector, as well as the national priorities identified below. USBP Sector offices will forward the CONOPs to USBP Headquarters for vetting and coordination. Applicants will forward corresponding OPSG Applications to the SAA for submission to FEMA. USBP Headquarters will reconcile all submitted CONOPs with the OPSG Applications. FEMA will review and evaluate all CONOPs and OPSG Applications and funding will be allocated based on the review and selection criteria identified in this NOFO.

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

Information Sharing and Cooperation

Effective border security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Accordingly, DHS works diligently to enhance intelligence collection, integration, analysis, and information sharing capabilities to ensure partners, stakeholders, and senior leaders receive actionable intelligence and information necessary to inform their decisions and operations. A critical and statutorily charged mission of DHS is to deliver intelligence and information to federal, state, local, and tribal governments and private sector partners. Cooperation and information sharing among state, federal, and local partners across all areas of the homeland security enterprise, including counterterrorism, cybersecurity, border security, immigration enforcement, and other areas is critical to homeland security operations and the prevention of, preparation for, protection against, and responding to acts of terrorism.

Given the importance of information sharing and collaboration to effective homeland security solutions, the CONOP must be in support of 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, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing. Additional resources and information regarding collaboration and information sharing are available through the Department's Office of Intelligence and Analysis.

Emerging Threats

The spread of rapidly evolving and innovative technology, equipment, techniques, and knowledge presents new and emerging dangers for homeland security in the years ahead. Terrorists remain intent on acquiring weapons of mass destruction (WMD) capabilities, and rogue nations and non-state actors are aggressively working to develop, acquire, and modernize WMDs that they could use against the Homeland. Meanwhile, biological and chemical materials and technologies with dual use capabilities are more accessible throughout the global market. Due to the proliferation of such information and technologies, rogue nations and non-state actors have more opportunities to develop, acquire, and use WMDs than ever before. Similarly, the proliferation of unmanned aircraft systems, artificial intelligence, and biotechnology increase opportunities of threat actors to acquire and use these capabilities against the United States and its interests.

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

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372. See <https://www.archives.gov/Federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2017/11/SPOC-Feb.-2018.pdf>.

12. Funding Restrictions

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

13. Environmental Planning and Historic Preservation (EHP) Compliance

See the Preparedness Grants Manual for information on EHP Compliance.

14. Emergency Communications Investments

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

- Applicants must describe in the investment how proposed communications investments align to needs identified in their SCIP. Effective project alignment will require advance coordination with the SWIC and consultation with governing bodies such as the SIGB or Statewide Interoperability Executive Committee (SIEC), as they serve as the primary steering group for the statewide interoperability strategy. Additionally, recipients should consult subject matter experts serving on governance bodies, such as broadband experts, chief information officers, representatives from utilities, or legal and financial experts, when developing proposals.
- The signatory authority for the SAA must certify in writing to DHS/FEMA their compliance with the *SAFECOM Guidance*. The certification letter should be coordinated with the SWIC for each state and must be uploaded to ND Grants at the time of the first Program Performance Report (PPR) submission.
- All states and territories must designate a full-time SWIC who has the authority and resources to actively improve interoperability with emergency management and response agencies across all levels of government, to include establishing statewide plans, policies, and procedures, and coordinating decisions on communications investments funded through Federal grants. Note that the designated full-time SWIC may also be the state's or territory's cybersecurity point of contact. SWIC status information will be maintained by the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.
- By the period of performance end date, all states and territories must update 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 the DHS Office of Emergency Communications and will be verified by FEMA GPD through programmatic monitoring activities.

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

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

15. 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 used by the direct recipient for projects carried out by the direct recipient and how much funding is being passed through to sub-recipients 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.

16. Funds Transfer Restriction

The recipient is prohibited from transferring funds between programs (includes the SHSP, the UASI, and OPSG). Recipients can submit an investment/project where funds come from multiple funding sources (e.g., the SHSP and UASI), however, recipients are not allowed to

divert funding from one program to another due to the risk-based funding allocations, which were made at the discretion of DHS/FEMA.

17. Pre-Award Costs

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

18. Cost Principles

Costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. For more information on 2 C.F.R. Part 200, please refer to FEMA GPD Information Bulletin 400, FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular" or "Omni Circular").

19. Direct Costs

a. Planning

Planning costs are allowed under this program.

b. Organization

Organization costs are allowed under this program.

c. Equipment

Equipment costs are allowed under this program.

d. Training

Training costs are allowed under this program.

e. Exercises

Exercise costs are allowed under this program.

f. Personnel

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

g. Operational Overtime

Operational overtime costs are allowed under this program. Prior to use of funds for operational overtime, recipients must receive approval from DHS/FEMA.

h. 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.

i. Construction and Renovation

Construction and renovation costs to achieve capability targets related to preventing, preparing for, protecting against, or responding to acts of terrorism are allowed under this program. For construction and renovation costs to be allowed, they must be specifically approved by DHS/FEMA in writing prior to the use of any program funds. Applicants must use the EHP approval process. Limits on the total amount of grant funding that may be used for construction or renovation may apply. Additionally, recipients are required to submit Standard Form 424C.

j. Maintenance and Sustainment

Maintenance- and sustainment-related costs, such as maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees, are allowable as described in FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants Policy (<http://www.fema.gov/media-library/assets/documents/32474>).

k. Management and Administration (M&A) Costs

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

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the four national priority areas. For example, if a recipient spends \$5,000 to manage or administer its funding dedicated toward its enhancing cybersecurity investment, the recipient may credit that funding toward its requirement to allocate at least 5 percent of its award to enhancing cybersecurity.

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

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

SAA 1:

SHSP: \$1,000,000

OPSG: \$2,500,000

UASI: \$2,500,000

M&A Maximum: \$300,000 (5 percent of \$6,000,000)

Maximum M&A for SHSP = \$50,000

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

SAA 2:

SHSP: \$3,500,000

OPSG: \$1,000,000

M&A Maximum: \$225,000 (5 percent of \$4,500,000)

Maximum M&A for SHSP: \$175,000

Maximum M&A for OPSG = \$50,000. Of that amount, \$25,000 (2.5 percent) may be retained from the OPSG allocation, and the other \$25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the \$175,000 available to manage the SHSP allocation.

Please note, Information Bulletin (IB) 365: Management and Administration Costs in the Homeland Security and DHS/FEMA Policy 207-087-1, which can be found at <http://www.fema.gov/library/viewRecord.do?id=7837>, **do not apply to awards made in FY 2020 under this NOFO**. The IB and Policy remain in effect for all previous awards.

L. Critical Emergency Supplies

Critical emergency supplies are allowed under this program.

M. Secure Identification

Secure Identification costs are allowed under this program.

N. Indirect (Facilities & Administrative [F&A]) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

O. General Purpose Equipment

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

Emergency Management Assistance Compact (EMAC)³ and allowable under 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

Examples of such general-purpose equipment may include:

- Law enforcement vehicles;
- Emergency medical services (EMS) equipment and vehicles;
- Fire service equipment and vehicles, to include hose, pump accessories, and foam concentrate for specialized chemical, biological, radiological, nuclear, and explosives (CBRNE) response;
- Interoperability of data systems, such as computer aided dispatch (CAD) and record management systems (RMS); and
- Office equipment for staff⁴ engaged in homeland security program activity.

Equipment allowability is based on the Authorized Equipment List (AEL) but exceptions may be considered on a case-by-case basis if (1) the equipment identified to be purchased directly maps to a core capability contained within the Goal, and (2) the equipment's purpose (when operational) falls under the permitted use of funds in accordance with 6 U.S.C. § 609, and any other applicable provision of the *Homeland Security Act of 2002*, as amended.

P. Allowable Cost Matrix

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

Allowable Program Activities	SHSP	UASI	OPSG
Allowable Planning Costs			
Developing hazard/threat-specific annexes	Y	Y	N
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives	Y	Y	N
Developing related terrorism and other catastrophic event prevention activities	Y	Y	N
Developing and enhancing plans and protocols	Y	Y	N
Developing or conducting assessments	Y	Y	N
Hiring of full- or part-time staff or contract/consultants to assist with planning activities	Y	Y	N
Materials required to conduct planning activities	Y	Y	N
Travel/per diem related to planning activities	Y	Y	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y
Issuance of WHTI-compliant Tribal identification cards	Y	N	N
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency.	Y	Y	N

³ Except for American Samoa and the Commonwealth of the Northern Mariana Islands, which are not required to belong to EMAC at this time.

⁴ This applies to all homeland security personnel and is not limited to management and administration staff, and costs are to be captured outside the cap on management and administration costs

Allowable Program Activities	SHSP UASI		OPSG
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs	Y	Y	N
Update governance structures and processes and plans for emergency communications	Y	Y	N
Development, and review and revision of continuity of operations plans	Y	Y	N
Development, and review and revision of the THIRA/SPR continuity of operations plans	Y	Y	N
Allowable Organizational Activities			
Note: Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.			
Program management	Y	Y	N
Development of whole community partnerships	Y	Y	N
Structures and mechanisms for information sharing between the public and private sector	Y	Y	N
Implementing models, programs, and workforce enhancement initiatives	Y	Y	N
Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors	Y	Y	N
Operational support	Y	Y	N
Utilization of standardized resource management concepts	Y	Y	N
Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event	Y	Y	N
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y	Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y	Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation).	Y	Y	Y
Allowable Equipment Categories			
Personal Protective Equipment	Y	Y	Y
Allowable Equipment Categories			
Explosive Device Mitigation and Remediation Equipment	Y	Y	N
CBRNE Operational Search and Rescue Equipment	Y	Y	N
Information Technology	Y	Y	Y
Cybersecurity Enhancement Equipment	Y	Y	N
Interoperable Communications Equipment	Y	Y	Y
Detection	Y	Y	Y
Decontamination	Y	Y	N
Medical countermeasures	Y	Y	Y
Power (e.g., generators, batteries, power cells)	Y	Y	Y
CBRNE Reference Materials	Y	Y	N
CBRNE Incident Response Vehicles	Y	Y	N
Terrorism Incident Prevention Equipment	Y	Y	Y
Physical Security Enhancement Equipment	Y	Y	Y
Inspection and Screening Systems	Y	Y	Y
Animal Care and Foreign Animal Disease	Y	Y	N
CBRNE Prevention and Response Watercraft	Y	Y	N
CBRNE Prevention and Response Unmanned Aircraft	Y	Y	N
CBRNE Aviation Equipment	Y	Y	N
CBRNE Logistical Support Equipment	Y	Y	N
Intervention Equipment (e.g., tactical entry, crime scene processing)	Y	Y	Y
Critical emergency supplies	Y	Y	N
Vehicle acquisition, lease, and rental	N	N	Y
Other Authorized Equipment	Y	Y	Y

Allowable Program Activities	SHSP UASI		OPSG
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 in conducting training exercises	Y	Y	N
Interoperable communications training	Y	Y	N
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Immigration enforcement training	Y	Y	Y
Allowable Exercise Related Costs			
Design, Develop, Conduct, and Evaluate an Exercise	Y	Y	N
Full- or part-time staff or contractors/consultants	Y	Y	N
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercises	Y	Y	N
Implementation of HSEEP	Y	Y	N
Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Y	Y	N
Travel	Y	Y	N
Supplies	Y	Y	N
Interoperable communications exercises	Y	Y	N
Allowable Exercise Related Costs			
Activities to achieve planning inclusive of people with limited English proficiency	Y	Y	N
Allowable Management & Administrative Costs			
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls	Y	Y	Y
Overtime and backfill costs	Y	Y	Y
Travel	Y	Y	Y
Meeting related expenses	Y	Y	Y
Authorized office equipment	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the PoP of the grant program	Y	Y	N
Leasing or renting of space for newly hired personnel during the PoP of the grant Program	Y	Y	N
Law Enforcement Terrorism Prevention Activities (LETPA) Costs			
Integration and interoperability of systems and data, such as CAD and RMS, to facilitate the collection,	Y	Y	N
Maturation and enhancement of designated state and major Urban Area fusion centers	Y	Y	N
Coordination between fusion centers and other analytical and investigative efforts	Y	Y	N

Allowable Program Activities	SHSP	UASI	OPSG
Implementation and maintenance of the Nationwide SAR Initiative	Y	Y	N
Implementation of the "If You See Something, Say Something®" campaign	Y	Y	N
Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical	Y	Y	N
Building and sustaining preventive radiological and nuclear detection capabilities	Y	Y	N

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Allocations

Risk Methodology and Effectiveness Review

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

The second part of the risk methodology and effectiveness review determines whether the proposed project is clear, logical, and reasonable to address the priority area of interest and contribute to a culture of national preparedness. This part considers factors such as how well the project is described and how well the project addresses the objectives and strategies of the priority area.

Risk and effectiveness will be given equal consideration in determining final award amounts.

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

Evaluation Criteria

FEMA will evaluate the FY 2020 HSGP applications for completeness, adherence to programmatic guidelines, and anticipated effectiveness of the proposed investments. FEMA's review will include verification that each IJ or project:

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

In addition to the above, FEMA will determine whether the proposed approach is clear, logical, and reasonable to address the priority areas of interest and contribute to a culture of national preparedness. This part considers factors such as the objectives and strategies proposed to address the priority area, how the objectives and strategies overcome legal, political, or practical obstacles to reduce overall risk, the process and criteria to select additional relevant projects, and the approach to monitor awards to satisfy the funding percentage allocations. Effectiveness will be evaluated prior to award and may impact the final overall award amount. To that end, IJs should include:

- How the proposed investment addresses the national priority;
- An explanation of how the proposed projects were selected and will achieve objectives and strategies to build or sustain the core capability gaps identified in the SPR, including expected long-term impact where applicable;
- A summary of laws, policies and practices that can be enhanced, eliminated, or otherwise changed in order to achieve the goals of the project and foster a culture of national preparedness;
- 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 2020 HSGP applications, effectiveness will be evaluated based on the following five factors:

- Investment Strategy (30%): Proposals will be evaluated based on the quality and extent to which applicants describe an effective strategy that demonstrates that proposed projects support the program objective of preventing, preparing for, protecting against, and responding to acts of terrorism, to meet its target capabilities, and otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation.
- Budget (10%): Proposals will be evaluated based on the extent to which applicants describe a budget plan for each investment demonstrating how the applicant will maximize cost effectiveness of grant expenditures.
- Impact/Outcomes (30%): Proposals will be evaluated on how this investment helps the jurisdiction close capability gaps identified in its Stakeholder Preparedness Review and addresses national priorities outlined in the FY 2020 NOFO. Further, proposals will be evaluated on their identification and estimated improvement of core capability(ies), the associated standardized target(s) that align with their proposed investment, and the ways in which the applicant will measure and/or evaluate improvement.
- Collaboration (30%): Proposals will be evaluated based on the degree to which the proposal adequately details how the recipient will use investments and other means to overcome existing logistical, technological, legal, policy, and other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness with federal, state, tribal, and local governments, as well as other regional and nonprofit partners in efforts to prevent, prepare for, protect against, and respond to acts of terrorism, to meet its target capabilities, support the national security mission of DHS and other federal agencies, and to otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.
- Past Performance (additional consideration): Proposals will be evaluated based on the

applicants demonstrated capability to execute the proposed investments. In evaluating applicants under this factor FEMA will consider the information provided by the applicant and may also consider relevant information from other sources.

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

Review and Selection Process (SHSP and UASI)

To ensure the effectiveness of proposed investments and projects, all applications will undergo a Federal review as described herein. The Federal review will be conducted by DHS and FEMA. IJs will be reviewed at both the investment and project level. Results of the effectiveness analysis may result in a recipient receiving a reduced grant award.

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 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.

As part of the above, Fusion center projects will be reviewed by DHS/FEMA for compliance with HSGP NOFO requirements to prioritize the alignment of requests with results from the annual Fusion Center Assessment Program. If a fusion center investment does not meet the requirements, a Fusion Center Addendum must be completed and submitted for review and approval prior to expending funds allocated to fusion center activities.

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

All other proposed investments not associated with a required investment justification will undergo a Federal review by DHS/FEMA to verify compliance with all administrative and eligibility criteria identified in the NOFO.

Review and Selection Process (OPSG)

Applications will be reviewed by the SAA and USBP for completeness and adherence to programmatic guidelines and evaluated for anticipated feasibility, need, and impact of the

Operations Orders. For more information on Operations Orders and other requirements of OPSG, see the Preparedness Grants Manual.

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

FY 2020 OPSG funds will be allocated competitively based on risk-based prioritization using the OPSG Risk Assessment described above. Final funding allocations are determined by the Secretary, who may consider information and input from various law enforcement offices or subject-matter experts within the Department. Factors considered include, but are not limited to, threat, vulnerability, miles of the border, and other border-specific law enforcement intelligence, as well as the feasibility of FY 2020 Operations Orders to designated localities within border states and territories.

b. Financial Integrity Criteria

Prior to making a Federal award, DHS/FEMA is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Application evaluation criteria may include the following risk-based considerations of the applicant:

- Financial stability;
- Quality of management systems and ability to meet management standards;
- History of performance in managing Federal awards;
- Reports and findings from audits; and
- Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Review

Prior to making a Federal award where the anticipated Federal share of a Federal award will be greater than the simplified acquisition threshold, currently \$250,000 (*see* Section 805 of the National Defense Authorization Act for Fiscal Year 2008, Pub. L. No. 115-91, OMB Memorandum M-18-18 at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>; *see also* FEMA GPD Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds):

- DHS/FEMA is required to review and consider any information about the applicant in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS) and is also accessible through the SAM website.
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered.
- DHS/FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.205.

F. Federal Award Administration Information

1. Notice of Award

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

2. SHSP and UASI Pass-Through Requirements

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

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

Timing and Amount

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

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

It is important to note that the PoP start date does not directly affect the start of the 45-calendar days pass-through period. For example, an SAA may receive notice of the HSGP award on August 20, 2020, while the PoP dates for that award are September 1, 2020, through August 31, 2022. In this example, the 45-day pass-through period will begin on the date the SAA accepts the HSGP award or September 4, 2020 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The PoP start date of September 1, 2020 would not affect the timing of meeting the 45-calendar day pass-through requirement.

Other SHSP and UASI Pass-Through Requirements

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

Under SHSP, the SAA may retain more than 20 percent of funding for expenditures made by the state on behalf of the local unit(s) of government. This may occur only with the written consent of the local unit of government, specifying the amount of funds to be retained and the intended use of funds. States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2020, unless the written consent review indicates the local government is no longer in agreement. If modifications to the existing agreement are necessary, the SAA should contact their assigned FEMA HQ Program Analyst.

Additional OPSG Requirements

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

3. Administrative and National Policy Requirements

See the Preparedness Grants Manual for information on Administrative and National Policy requirements.

4. Reporting

See the Preparedness Grants Manual for information on reporting requirements, including federal financial reporting requirements, programmatic performance reporting requirements, and closeout reporting requirements.

Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Process

See the Preparedness Grants Manual for information on the THIRA and SPR process.

Supplemental Information Reporting Systems

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

Grant Reporting Tool (GRT)

Information on the GRT can be found in the Preparedness Grants Manual.

Unified Reporting Tool (URT)

See the Preparedness Grants Manual for information on the URT.

Closeout Reporting Requirements

See the Preparedness Grants Manual for information on closeout reporting requirements.

Disclosing Information per 2 C.F.R. § 180.335

See the Preparedness Grants Manual for information on disclosing information.

5. Monitoring

Per 2 C.F.R. § 200.336, DHS/FEMA through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control

systems to review project accomplishments and to provide any required technical assistance. During site visits, DHS/FEMA will review grant recipients' files related to the grant award. As part of any monitoring and program evaluation activities, grant recipients must permit DHS/FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to DHS/FEMA requests for information relating to the grant program. See the Preparedness Grants Manual for additional information on monitoring.

G. DHS/FEMA Awarding Agency Contact Information

1. Contact and Resource Information

Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by DHS/FEMA for grant stakeholders. CSID provides general information on all DHS/FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the Federal, state, and local levels. When necessary, recipients will be directed to a Federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.gov, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

GPD Grant Operations Division

GPD's Grant Operations Division Business Office provides support regarding financial matters and budgetary, technical assistance. Additional guidance and information can be obtained by contacting the FEMA Call Center at 866-927-5646 or via e-mail to ASK-GMD@fema.gov.

FEMA Regional Offices

FEMA Regional Offices may also provide fiscal support, including pre- and post-award administration and technical assistance such as conducting cash analysis, financial monitoring, and audit resolution for the grant programs included in this solicitation. GPD will provide programmatic support and technical assistance. FEMA Regional Office contact information is available [here](#).

GPD Environmental Planning and Historic Preservation (EHP)

The DHS/FEMA GPD EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov. EHP Technical Assistance, including the EHP Screening Form, can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

2. Systems Information

Grants.gov

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

Non-Disaster (ND) Grants

For technical assistance with the ND Grants system, please contact the ND Grants Helpdesk at

ndgrants@fema.gov or (800) 865-4076, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET.

Payment and Reporting System (PARS)

DHS/FEMA uses the Payment and Reporting System (PARS) for financial reporting, invoicing and tracking payments. DHS/FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, recipients must complete a Standard Form 119A, Direct Deposit Form.

H. Additional Information

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

- Conflicts of Interest in the Administration of Federal Awards and Subawards;
- Extensions;
- Monitoring;
- Procurement Integrity; and
- Other Post-Award Requirements.

In response to recent disasters, FEMA has introduced a new lifelines construct, in order to enable the continuous operation of government functions and critical business essential to human health, safety, or economic security during and after a disaster. To learn more about lifelines, please refer to the Preparedness Grants Manual, or visit <http://www.fema.gov/national-planning-frameworks>.

Additionally, recipients can access 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.



LOS ANGELES COUNTY/DEPARTMENT OF AUDITOR-CONTROLLER

EXHIBIT G

SHARED SERVICES DIVISION
GRANT PAYMENT REQUEST

SECTION A: SUBMITTING YOUR REQUEST

Please submit Grant Payment Request Form along with legible supporting documents to:Grants@auditor.lacounty.govIn the event e-mail is not available, you can mail your Grant payment request to (please do **not** fax or send duplicates):Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Grant Name & Year:

SECTION B: SUB-RECIPIENT'S INFORMATION

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

3. Taxpayer ID #:

4. Contact's Name:

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

4. Contact's phone:

4. Contact's e-mail:

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

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

SECTION D: SUB-RECIPIENT'S CERTIFICATION

I certify that (please use the checkbox):

☐ 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.☐ 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.3. _____
AUTHORIZED SIGNATURE

DATE

4. _____
AUTHORIZED PRINTED NAME

AUTHORIZED TITLE

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

PHONE # _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED INVOICE NO.:

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

Revised on December 2019

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE GRANT PAYMENT REQUEST

Purpose of these instructions:

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

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF GRANT PAYMENT REQUEST

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

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

SECTION B: SUB-RECIPIENT'S INFORMATION

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

1. Please enter the name of the agency requesting for payment. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting payment. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL PAYMENT REQUEST INFORMATION

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

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

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the project # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the start of the project on certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) ☐ **State EHP Approval:** if required by the state for your claim.

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) ☐ **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) ☐ **Copy of the purchase order**
 - c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm
 - d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check.
 - e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) ☐ **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.sam.gov/portal/public/SAM>. (you will need a username and a password; if you don't please create an account). The listing needs to be queried **prior** to the selection of the vendor.
6. If you are claiming services, supplies, training related costs, or any other type of items purchased thru a vendor or contractor or government agency, please indicate with an X the method that you used to acquire the items (do **not** leave blank or mark more than one). Please note that competitive bid, non-competitive bid or sole source are the only valid purchasing methods.
- a) ☐ **Competitive Bid:** for projects that received more than one bid. Please indicate number of bids received (must be more than one).
 - b) ☐ **Non-Competitive Bid:** for single bid purchases of \$250,000 or more (effective June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
 - c) ☐ **Sole Source:** for non-bid purchases of \$250,000 or more effective (June 21, 2018) to a single vendor or a single project, please attach the approval from the State. The approval needs to be requested from the State **prior** to the start of the project.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let your Program Coordinator know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

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

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the Grant payment request if you are an authorized signor of your agency.
- 4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

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

For Equipment Claims:

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

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

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

For Training Claims:

- a) ☐ **State Sole Source Approval:** If you are claiming training related costs thru a Non-Competitive Bid or Sole Source training provider, regardless the purchased amount, please attach the State's approval (effective December 03, 2018). The approval needs to be requested from the State prior to the start of the project.
- b) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant. Training request #'s must be obtained from the State prior to the start of the project.
- c) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

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

- d) ☐ **Personnel List (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits.
- e) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates
- f) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).

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

- g) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- h) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be approved and include the name of the employee and hours charged per day to the grant.
- i) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

- j) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- k) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

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

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

- b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

GRANT NAME: _____
SUB-RECIPIENT: _____
DATE OF REPORT: _____

[illegible]

Equipment Inventory Listing Procedures for Completion

OBJECTIVE: To provide an equipment inventory listing that links the State Homeland Security Workbook, to the Equipment Ledger and to the Equipment Listing to simplify the tracking and accountability; and to eliminate duplication and confusion.

<u>Field</u>	<u>Date Element</u>	<u>Procedure</u>
(1)	Grant Name	SHSP or EMPG
(2)	Sub-Recipient	Name of your agency
(3)	Date of Report	Date report completed {1}
(4)	Grant Year	Grant Year of funds used to purchase equipment
(5)	Project #	Project Number (from Grant Workbook Project Sheets)
(7)	AEL No.	Authorized Equip Listing No (from Grant Workbook)
(8)	Description	Description of the equipment
(9)	Serial # or Other ID #	Serial # or Other Identification # used
(10)	Safecom consult	Fill out either by Yes, No, or N/A
(11)	Source of Property	Funding source, i.e, SHSP, EMPG, etc.
(12)	Title Holder	Name of agency (City/Department)
(13)	Vendor Name	Name of the vendor
(14)	Invoice Number	Invoice number
(15)	Acquisition Date	Date equipment acquired
(16)	Acquisition Cost	Cost of the individual equipment item
(17)	% of Fed Part	Fed participation in the cost of equipment
(18)	Location	Location of equipment
(19)	Use & Condition	Use & condition {2}
(20)	Disposition data	Date of disposition
(21)	Sale Price	Sale price, If applicable, or N/A for not applicable

The Equipment Inventory Listing must be completed in its entirety to meet the objective of the form.

Note {1}: This date should be the date the physical inventory of equipment was taken and the results reconciled with the equipment records (at least once every two years).

{2} Indicate: N = New, D = Deployed, O = Out of Service, L = Lost & S = Stolen

Distribution

Copy maintained in sub-recipient file

Copy forwarded to Shared Services Division

Training Summary Sheet

Grant Name _____
Jurisdiction Name: _____
Training Provider: _____
OHS Approved Course Title: _____
Non-SLGCP Course Title & OHS Tracking No. _____
 (requires pre-approval thru OEM)
Date of Course: _____
Class/ Exercise Duration/Hours: _____

[illegible]

Approved by: _____
Authorized Signature

Print Name and Title

Date _____

PLANNING ROSTER												
Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product				
					-	-						
	GRAND TOTAL					\$						

Authorized Signature

Print Name and Title

Date _____

[illegible]

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

[illegible]

[illegible]

Work Order No. 9-25A**Subrecipient Monitoring Instrument****Subrecipient Monitoring Instrument****PROJECT TITLE**

Los Angeles County State Homeland Security Program
Monitoring Reports for Fiscal Year 2020-21

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 2018-19 and 2019-20?			
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>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
1. Did the Subrecipient receive funding for Training expenditures? If yes, then continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the training course name and number?			
3. If the Training expenditures relate to the use of employees, did the Subrecipient appropriately document the Training expenditures using employee timecards, sign-in sheets and certificates of training?			
4. If Training expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Training expenditures in their accounting records?			
6. For Projects with overtime expenditures for Training:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			

B. TRAINING (Continued)

	<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
7. For Projects with backfill expenditures for Training:				
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?				
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?				
c. Did the Subrecipient accurately report the expenditures in their accounting records?				
8. Were employee timecards utilized in Training activities signed and dated by the employee and direct supervisor?				
9. Were the Training expenditures consistent with the State approved grant award and/or post award modification(s)?				
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports submitted by HSGA:				
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution, and indicate such in the current report as resolved.				
b. If the Project prior Grant Year report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.				

C. PLANNING**Objective**

To determine that the Planning expenditures were appropriately documented and that the activities aligned with the project's goals and objectives. If the Planning activities involved employees, determine if the Subrecipient appropriately documented the Planning expenditures using employee timecards and sign-in sheets. If the Planning activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<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 contractors, determine if the Subrecipient followed the appropriate procurement procedure. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<u>Verification</u>	Yes	No	<u>Comments</u>
1. Did the Subrecipient receive funding for Exercise expenditures? If yes, continue. If no, continue to next section.			
2. Did the Subrecipient receive prior approval from the State either via email or other documentation and did it include the Exercise course name and number?			
3. If the Exercise expenditures relate to the use of employees, did the Subrecipient appropriately document the Exercise expenditures using employee timecards, sign-in sheets, and certificates for Exercise?			
4. If the Exercise expenditures relate to the use of consultants/contractors, did the Subrecipient follow proper procurement procedures to hire the consultants or contractors?			
5. Did the Subrecipient accurately report the Exercise expenditures in their accounting records?			
6. For Projects with overtime expenditures for Exercise:			
a. Did the Subrecipient maintain employee timecards to appropriately document the overtime expenditures?			
b. Did the Subrecipient accurately report the overtime expenditures in their accounting records?			
c. Did the Subrecipient accurately report the backfill expenditures in their accounting records?			
7. For Projects with backfill expenditures for Exercise:			
a. Does the Subrecipient have documentation that the backfill expenditures were approved by the State?			
b. Did the Subrecipient appropriately document the backfill expenditures using employee timecards and sign-in sheets?			

E. EXERCISE (Continued)

<u>Verification</u>	<u>Yes</u>	<u>No</u>	<u>Comments</u>
8. Were the employee timecards utilized in the Exercise activities signed and dated by the employee and direct supervisor?			
9. Were the Exercise expenditures consistent with the State approved grant award and/or post award modifications?			
10. Ensure the Subrecipient corrected areas of noncompliance that remain outstanding and were reported as findings in prior Grant Year monitoring reports:			
a. If the Project prior Grant Year monitoring report finding was resolved, explain resolution and indicate such in the current report as resolved.			
b. If the Project prior Grant Year monitoring report finding is not resolved, indicate why it has not been resolved and what the Subrecipient is doing to resolve the prior year finding and indicate such in the current report.			

F. ORGANIZATION**Objective**

To determine that the Organization expenditures were appropriately documented and that the activities align with the project's goals and objectives. If the Organization activities involved employees, determine if the Subrecipient appropriately documented the Organization expenditures using employee timecards and sign-in sheets. If the Organization activities involved using consultants or contractors, determine if the Subrecipient followed the appropriate procurement policies. Use Worksheets 1 and 3 (See Attachment E – Subrecipient Monitoring Worksheets).

<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.				

**IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706**

CC Item 1A1

**DECEMBER 7, 2022
WEDNESDAY
5:30 P.M.**

The Irwindale **CITY COUNCIL** met in special session at the above time and place.

ROLL CALL:

Present: Councilmembers Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola

Absent: Councilmember Mark A. Breceda

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

At 5:32 p.m., the City Council met in Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394

ACTION: Discussed, update provided; no reportable action taken.

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)
Agency Negotiators: Julian A. Miranda, City Manager and Arsanious Hanna, Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under Negotiation: Sublease Price and Terms

ACTION: Discussed, direction provided; no reportable action taken.

Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9

Number of cases: One

ACTION: Information provided to Council, discussed; no direction or action taken

ADJOURNMENT

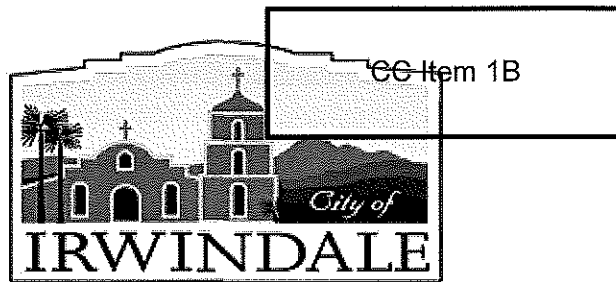
There being no further business to conduct, the meeting was adjourned at 7:03 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 12/22/2022 10:11 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78652	ASSA01	Assa Abloy Entrance System US Inc	12/08/2022	13,991.42
78653	AT&T02	AT & T	12/08/2022	32.60
78654	AT&T06	AT & T	12/08/2022	1,743.20
78655	Ayala01	Leonor Ayala	12/08/2022	198.00
78656	AZUSALW	Azusa Light & Water	12/08/2022	324.06
78657	BARBA01	Columba Barba	12/08/2022	1,200.00
78658	BLACKA	Black & White Emergency Vehicles	12/08/2022	600.00
78659	ENR01	BNP Media II, LLC	12/08/2022	108.00
78660	BRITEW	BriteWorks, Inc.	12/08/2022	175.00
78661	CALIFO02	California American Water	12/08/2022	643.08
78662	CHART01	Charter Communications	12/08/2022	566.29
78663	CINTAS	Cintas Corporation #693	12/08/2022	178.99
78664	CSMFO02	CSMFO	12/08/2022	125.00
78665	DEVERA	Paulette De Vera	12/08/2022	300.00
78666	DOGWAS01	Dog Waste Depot	12/08/2022	302.18
78667	EVANS02	Gloria Evans	12/08/2022	300.00
78668	FLORE01	Karla Flores	12/08/2022	715.00
78669	FRONT01	Frontier Communications	12/08/2022	515.51
78670	GASCOM	Gas Company, The	12/08/2022	4,689.39
78671	GATTO01	Rudy Gatto	12/08/2022	473.77
78672	GERMEN01	Sarah Gertmenian	12/08/2022	2,200.00
78673	SOUTHE17	Golden State Water Company	12/08/2022	1,086.86
78674	GRIJAL05	Daniel M. Grijalva	12/08/2022	79.62
78675	HOMEDE	Home Depot Credit Services	12/08/2022	723.16
78676	HOYEN	Noelle Hoyer	12/08/2022	1,120.00
78677	PADILLAM	Melissa Marez	12/08/2022	149.72
78678	MCIWOR	MCI Comm Service	12/08/2022	37.69
78679	MIRAND07	Arlene Miranda	12/08/2022	300.00
78680	OPTUM01	OptumRx, Inc.	12/08/2022	26,161.86
78681	PAIK01	Sumako Paik	12/08/2022	180.00
78682	PAZ01	Rence Christiene Paz	12/08/2022	110.00
78683	PURCHA	Purchase Power	12/08/2022	2,020.99
78684	RUBIOI	Daniel Rubio	12/08/2022	75.00
78685	CENTRO01	Safeguard Business Systems, Inc.	12/08/2022	281.90
78686	VISION01	Vision Service Plan - (CA)	12/08/2022	3,413.04
78687	WAGONER	Pamela Wagoner	12/08/2022	300.00

Report Total (36 checks):

65,421.33

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 12/22/2022 10:11 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78689	CALIFO56	California State Disbursement Unit	12/15/2022	604.15
78690	CALIFO57	California State Disbursement Unit	12/15/2022	143.07
78691	CITY01	City of Hope	12/15/2022	54.00
78692	IMEA	Irwindale Mgmt Employee Assoc.	12/15/2022	500.00
78693	IRWIND02	Irwindale Police Officers Assoc.	12/15/2022	3,288.10
78694	AMAZON1	Amazon Capital Services, Inc.	12/15/2022	301.86
78695	BALLI01	Shayna Balli	12/15/2022	126.86
78696	BARRAG03	Martha Barragan	12/15/2022	75.00
78697	BRIGHT02	Bright Stars Academy	12/15/2022	500.00
78698	COSTCO02	Costco Wholesale	12/15/2022	593.01
78699	EVANS02	Gloria Evans	12/15/2022	75.00
78700	FLORE01	Karla Flores	12/15/2022	260.00
78701	FRANKL01	Franklin Haynes Marionettes	12/15/2022	500.00
78702	GALVAN02	Claudia Galvan	12/15/2022	360.00
78703	GATTO01	Rudy Gatto	12/15/2022	75.89
78704	HOLMAN01	Holman Family Counseling, Inc.	12/15/2022	1,325.21
78705	JARAMI08	Gabriel Jaramillo	12/15/2022	75.00
78706	LEGAL03	Legal Shield	12/15/2022	37.90
78707	LOPEZJ01	Jade Lopez	12/15/2022	135.23
78708	OLIVAR01	Theresa Olivares	12/15/2022	214.70
78709	ORELLA01	Blanca Orellano	12/15/2022	75.00
78710	PAIK01	Sumako Paik	12/15/2022	120.00
78711	PETTYC05	City of Irwindale Petty Cash	12/15/2022	446.12
78712	RANCHO01	Rancho Duarte Florist	12/15/2022	519.37
78713	ROMAN02	Angie Roman	12/15/2022	7.50
78714	SCFUELS	SC Fuels	12/15/2022	7,307.92
78715	SCPMA-HR	SCPMA-HR	12/15/2022	50.00
78716	WAGONER	Pamela Wagoner	12/15/2022	150.00
78717	ADVANT	Advantage Ford	01/11/2023	472.46
78718	ARAM01	Aramark Uniform & Career Apparel Group	01/11/2023	119.57
78719	AT&T01	AT & T	01/11/2023	3,330.84
78720	B&BTIR	B & B Tires Service	01/11/2023	270.00
78721	BARNEY	Barney's Locksmith Service	01/11/2023	338.39
78722	BILLST	Bill's Truck Repair, Inc.	01/11/2023	437.25
78723	BLACKA	Black & White Emergency Vehicles	01/11/2023	3,926.84
78724	CALI12	California Consulting Inc.	01/11/2023	4,500.00
78725	CARQUEST	Carquest	01/11/2023	33.43
78726	CHART03	Charter Communications	01/11/2023	5,301.68
78727	CINTAS	Cintas Corporation #693	01/11/2023	303.89
78728	BALDWI02	City of Baldwin Park	01/11/2023	350.00
78729	DELONG	DeLong Unlimited	01/11/2023	1,058.40
78730	BALLOO	Carol Diess	01/11/2023	25.00
78731	DOOLEY	Dooley Enterprises, Inc.	01/11/2023	2,957.74
78732	DUDEK01	Dudek	01/11/2023	6,630.00
78733	BATE01	Elior Inc.	01/11/2023	3,719.10
78734	FCG01	FCG Consultants Inc.	01/11/2023	24,594.88
78735	FEDEX	FedEx	01/11/2023	109.55

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78736	FILLG01	Fill Good Landscaping	01/11/2023	400.00
78737	FLAGSH	Flag Shop	01/11/2023	1,671.94
78738	GEOLOG	Geologic Associates	01/11/2023	20,698.34
78739	HARDY02	Hardy & Harper	01/11/2023	31,176.99
78740	HDL01	Hdl Software, LLC	01/11/2023	33.26
78741	HINDER	Hinderliter, De Llamas & Assoc	01/11/2023	5,965.27
78742	HOSEMA	Hose-Man, The	01/11/2023	187.06
78743	INTELL01	Intelli-tech, Inc.	01/11/2023	7,328.00
78744	ITERIS	Iteris, Inc.	01/11/2023	7,500.00
78745	JOEAGO	Joe A. Gonsalves & Son	01/11/2023	2,375.00
78746	COORYE	Samir M. Khoury	01/11/2023	8,875.00
78747	KJSERV01	KJ Services Enviromental Consulting LLC	01/11/2023	85.00
78748	LAKESH01	Lakeshore Learning Materials	01/11/2023	167.40
78749	LANCES	Lance, Soll & Lunghard LLP	01/11/2023	46,039.00
78750	LEXISN	LexisNexis Risk Solutions	01/11/2023	151.50
78751	LSA01	LSA Associates, Inc.	01/11/2023	4,393.75
78752	MIDAS	Manuel C Muratalla	01/11/2023	2,951.31
78753	MARIPO	Mariposa Landscapes, Inc.	01/11/2023	8,796.00
78754	MARXBR	Marx Bros Fire Extinguisher Co	01/11/2023	330.00
78755	NOLA01	Nolasco Plumbing Inc.	01/11/2023	680.00
78756	OFFICE03	Office Depot	01/11/2023	2,877.78
78757	ORKINP	Orkin Pest Control	01/11/2023	102.00
78758	PERF03	Performance Elevator Contractors, Inc.	01/11/2023	720.00
78759	PROFOR01	ProForce Law Enforcement	01/11/2023	375.00
78760	RECO01	Records Control Services, Inc.	01/11/2023	10,782.50
78761	RICOH01	Ricoh USA, Inc	01/11/2023	1,255.36
78762	RIOHON01	Rio Hondo College	01/11/2023	1,090.00
78763	ROSENO	Rosenow Spevacek Group Inc	01/11/2023	1,862.50
78764	STERIC01	Stericycle, Inc.	01/11/2023	91.29
78765	STRESS	Stress Less Environmental LLC	01/11/2023	3,575.00
78766	SWRCB	SWRCB Fees	01/11/2023	10,520.00
78767	SWT01	SWT Engineering, Inc.	01/11/2023	1,188.60
78768	NORTHR	The Northridge Group, Inc.	01/11/2023	11,372.72
78769	UNITED11	United Site Services of CA Inc	01/11/2023	589.50
78770	WALT01	Walters Wholesale Electric Co.	01/11/2023	229.21
78771	WESTCO05	West Coast Arborists, Inc.	01/11/2023	7,360.50
78772	WEST06	Westrux International, Inc.	01/11/2023	2,657.78

Report Total (84 checks):

282,854.47

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 1C

Date: January 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award of Contract for Development of a Feasibility Study for the Arrow Highway Beautification Project; P-1040

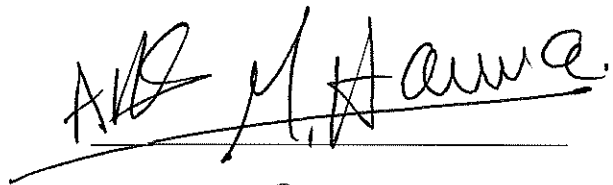
City Manager's Recommendation:

That the City Council **(1)** authorize the City Manager to enter into an agreement with Craftwater Engineering, Inc. in the amount of \$106,314 to develop a feasibility study for the Arrow Highway Beautification Project; and **(2)** approve a 20% project contingency in the amount of \$21,263 to cover any unforeseeable changes that may arise during design.

Administrative Action:

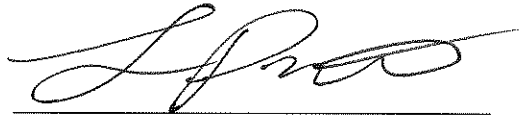
Submitted by:

Arsanious M. Hanna,
Director of Engineering/ Building Official



Prepared by:

Luis Pimentel, Assistant Engineer
(626) 430-2259

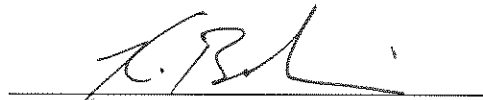


Reviewed by:

Adrian R. Guerra, City Attorney

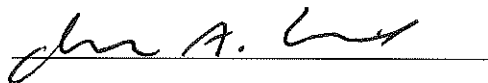
Electronically Approved

Kambiz Borhani,
Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City receives approximately \$440,000 of Measure W funds annually. The Safe, Clean Water Program (Measure W) provides local, dedicated funding to increase water supply, improve water quality, and provide community enhancements throughout LA County. The division of Measure W funds must be at least 70% for eligible expenses related to Measure W projects or programs and up to 30% for approved maintenance. City staff have developed the Arrow Highway Beautification Project for the first proposed use of Irwindale's Measure W funds, which have been transferred out and appropriated to a Capital Improvement Program (CIP) budget account.

In conformance with the Safe Clean Water Program's (SCWP) Regional Program, SCWP Guidelines allow for the expenditure of funds for infrastructure development tasks and the development of feasibility studies to enable Infrastructure Program Project applicants to submit projects for consideration for SCWP funds. The Feasibility Study must address all of the requirements outlined in the SCWP Feasibility Study Guidelines to be eligible for consideration for the Infrastructure Program, and also comply with the US Army Corps of Engineers Guidelines for Landscaping and Vegetative Management at Levees, Floodwalls, and Embankments.

The project's objective is to develop a green corridor bike trail and walking path that offers multi-benefit and nature based solutions that will infiltrate and filter captured urban runoff and improve water quality. Community benefits objectives include an increased access to open space, additional shade from and capture of water from planted trees, increase of property value, safe transportation methods and methods to address climate change. The landscape improvement objectives seek to utilize natural based solutions by planting a combination of native plants, trees, shrubs, and vegetation that will treat receiving waters by bio filtration, such as restoring a riparian habitat by utilizing rock for filtration.

On August 8, 2022, staff issued a Request for Proposal (RFP) for Development of a Feasibility Study for the Arrow Highway Beautification Project. Staff received proposals from three qualified professional environmental/civil engineering firms on September 21, 2022 with the following results:

PROPOSALS FOR THE DEVELOPMENT OF A FEASIBILITY STUDY FOR THE ARROW HIGHWAY BEAUTIFICATION PROJECT, P-1040			
CONSULTANT	RANKING	FEE PROPOSAL	COMMENTS
Craftwater Engineering, Inc.	1	\$ 106,314.00	
CWE	2	\$ 149,891.00	
Watearth	3	\$ 292,224.75	
DUDEK	4		DECLINED TO PROPOSE

Irwindale Municipal Code (IMC) 3.44.020 Definition of "Services" exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy, which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D).

Staff evaluated each proposal received by ranking each consultant based on technical competency, project understanding, experience, staff qualifications and availability. Craftwater Engineering, Inc. was determined to be the most qualified firm with immense experience in developing feasibility studies for public agencies and meeting the Safe Clean Water Programs feasibility study requirements within the Upper San Gabriel and Rio Hondo Watersheds.

Staff recommends awarding the contract to Craftwater Engineering, Inc. for the development of a feasibility study for the Arrow Highway Beautification Project.

The attached contract agreement has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

Sufficient funding for this Capital Improvements Program (CIP) Project is currently budgeted in the FY 2022/2023 Adopted Budget. The total service fee of \$127,576.80 will be fully funded through the Capital Improvement Program - SCWP Arrow Hwy Beautification Project account 48-80-800-45600-8707.

Attachments:

- Contract Agreement for Professional Consultant Services

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
CRAFTWATER ENGINEERING, INC.
FOR
DEVELOPMENT OF A FEASIBILITY STUDY FOR THE ARROW HIGHWAY
BEAUTIFICATION PROJECT; P-1040**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 11th day of January, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and Craftwater Engineering, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Hundred Six Thousand Three Hundred Fourteen and 00/100 Dollars (\$106,314)** ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by

City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty percent (20%) of the Contract Sum but not exceeding a total amount of Twenty One Thousand Two Hundred Sixty Three and 00/100 Dollars (\$21,263) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight

embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Mr. Oliver Galang, PE, ENV SP is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Mr. Julian A. Miranda [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this

Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles,

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is

bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Craftwater Engineering, Inc.

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 10711 Oakbend Drive
San Diego, CA 92131

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
☐ PARTNER(S) ☐ LIMITED	_____
☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____
☐ GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
☐ OTHER _____	

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Task 1: Project Management, Coordination, and Meetings

- A. Project Management** – managing project controls; scheduling, budgeting, progress reports, and invoicing. Support the City with coordinating the project with the Upper San Gabriel Valley Watershed Management Group (SGVWMP) and the Rio Hondo Watershed Management Group (RHWMP).
- B. Kick-Off Meeting** – Initial meeting between the City, Watershed Coordinator, and Craftwater held at City offices, with the objective to discuss the project scope, the final details of the schedule, review the data needs, and obtain feedback on success factors. Craftwater Engineering will prepare an agenda, presentation, and meeting summary notes for the kick-off meeting.
- C. Project Site Visit** – One day of field reconnaissance work with City representatives and the Watershed Coordinator. The field reconnaissance will be an opportunity for Craftwater Engineering to identify design alternatives. In addition, City representatives will have an opportunity to discuss the proposed LID features for the Project and provide input regarding opportunities and constraints as part of the project development process.
- D. Monthly Progress and Periodic Coordination Meetings** – Monthly Progress Meetings will be conducted with the City Project Manager and other select stakeholders. A detailed agenda, presentation including schedule, action item list, and meeting summary notes developed for each meeting. Craftwater Engineering will also conduct regular project correspondence, including coordination calls to ensure that the project delivered on scope, on schedule, and within budget.
- E. Review Coordination** – facilitate review of the Draft Feasibility Study with the City and Watershed Coordinator to discuss the review comments.
- F. Feasibility Study Schedule** - develop a detailed Critical Path Method (CPM) schedule for managing this project. The schedule will be prepared in Microsoft Project and will detail the degree of activity for the major tasks of the project. The schedule includes task predecessors, float time, start/finish dates, and task dependency to ensure that work products are completed on a timely basis. The preliminary schedule also reflects the schedule of deliverables. The schedule will serve as a planning tool for the project team and will be evaluated and updated, if necessary, and as approved by the City Project Manager.

Task 2: Feasibility Study Development

- A. Existing Conditions Report & Stormwater Capture Strategies Technical Memorandum** – address all applicable requirements outlined in the Feasibility Study

Guidelines from the SCWP in order to be eligible for consideration for the Infrastructure Program and address all US Army Corps of Engineers Guidelines for Landscaping & Vegetation Management at Levees, Floodwalls, & Embankments. Below describes the relevant studies to conceptualize, analyze, and summarize the project in a format easily translated into the SCWP application module.

- B. Utility Research**
- C. Water Quality Hydrology Study**
- D. BMP Sizing and Optimization**
- E. Water Supply Benefits Analysis**
- F. Draft SCWP Feasibility Study Report**
- G. Feasibility Study Report**
 - a) Project Description
 - b) Safe Clean Water Program benefits
 - c) Project Schedule
 - d) Effectiveness of Similar Projects
 - e) Monitoring Plan
 - f) Life-Cycle Cost
 - g) Operations and Maintenance Plan
 - h) Engineering Analysis
 - i) Permitting Assessment
 - j) Outreach/Engagement Plan
 - k) County-Wide Displacement Policies
 - l) Vector Minimization Plan
 - m) Nature-Based Solutions
 - n) Legal Requirements
 - o) LACFCD Conceptual Review Letter
 - p) Eligible Expenditures
 - q) Leveraged Funding (if applicable)
 - r) Disadvantaged Community Benefit
 - s) Executive Summary
 - t) Application Summary

Task 3: Preliminary Design Plans

- A. 10% Design Plans** – Craftwater Engineering will work with the City to develop 10% Preliminary Plans for the identified design alternative from the Task 2 analysis. The 10% design documents will be developed for the site and consist of approximately 4 sheets, depending on the project alternative selected. For existing infrastructure to be used to convey runoff, existing as-built sheets will be included into the plan set for reference. The following are the anticipated types of drawing sheets for the 10% design documents:
 - Title Sheet
 - Civil: plan, profile, and sections
 - Limited Details: diversion schematic, storage/infiltration facility, etc.

Task 4: Final Feasibility Study

- A. Craftwater will incorporate review comments from the Draft Feasibility Study to the Final Feasibility Study. One set of consolidated review comments from the City will be addressed for the Final Feasibility Study.

Task 5: Application Submittal

- A. **SCQP Application Submittal** – Craftwater will upload the information from the Feasibility Study into the SCWP Projects Application Module for the FY2023-24 Call for Projects. A PDF of the input data will be generated for review and approval. The submittal of the application will be executed by the City of Irwindale.
- B. **SCWP Technical Support** – Once the project application has been reviewed by the Los Angeles County Flood Control District (LACFCD), the project application must be evaluated by the Scoring Committee and assessed by the WASC for selection and funding. Craftwater Engineering will provide technical assistance during the evaluation of the project by the SCWP Scoring Committee meeting and by the USGR WASC. It is assumed that this task will consist of attendance at one (1) SCWP Scoring Committee to respond to questions and requests for clarification from the SCWP Scoring Committee. Craftwater Engineering will also develop the presentation slides in PowerPoint and presentation of the project and presentation at one (1) USGR WASC meeting.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

Task 1 Deliverables: Attendance at the Kick-Off Meeting (1) followed by up to six (6) Monthly Progress Meetings including agenda, presentation, and summary notes.

- i. Monthly feasibility study schedule updates, cost proposal, attendance at the kick-off meeting
- ii. Up to (6) Monthly Progress Meetings, meeting agendas and meeting minutes.
- iii. Monthly reports, invoices, presentations, summarized review comments, and responses.

Task 2 Deliverables:

- i. Site Specific Existing Conditions Report & Stormwater Capture Strategies Technical Memo
- ii. Draft Feasibility Study Report and Application Summary
- iii. Cost Analysis Report
- iv. ***Task 2 Assumptions:*** The City will work to acquire land rights and easements with the Army Corp of Engineers and LADWP. No boundary survey is included.

Task 3 Deliverable:

- i. Draft 10% City Approved Preliminary Design plans in PDF and AutoCAD format.
- ii. ***Task 3 Assumptions:***
 - a. Bicycle trail alignment will be outside of the existing curb line. No alternations will be made to travel lanes for the feasibility analysis.
 - b. Final 10% Design Plans that address draft comments will be incorporated into the Final Feasibility Study Report (Task 4).
 - c. City will obtain permission to use the County LiDAR data for the site base map used in the development of the design plans.
 - d. This task does not include topographic survey data and is anticipated to rely on the County LiDAR dataset.
 - e. Preparation of environmental documents, technical studies, jurisdictional delineations, and/or permit packages are not included.

Task 4 Deliverable: Final Feasibility Study and Application Summary in PDF and AutoCAD format.

Task 5 Deliverables:

- i. SCWP Application Submittal for the FY2024-25 Call for Projects.
- ii. Attendance at one (1) SCWP Scoring Committee Meeting to address Technical Questions.
- iii. Project Presentation (Draft and Final) and attendance at (1) USGR WASC Meeting.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the services:

- A.** Merrill Taylor, PE, Project Manager
- B.** Oliver Galang, PE, ENV SP, QSD, Principal-in-Charge and QA/QC Manager
- C.** Courtney Semlow, PE (MA,VA), Civil Design Lead
- D.** Thom Epps, PhD, SCWP Model Specialist
- E.** Frank Coyle, Permits & Environmental

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

PROJECT NAME		Feasibility Study for the ARROW HIGHWAY BEAUTIFICATION PROJECT: P-1040										craftwater ENGINEERING, LLC	
Contract Type: Time & Materials		Develop a Feasibility Study Report and 10% Designs in the City of Irwindale for a green corridor bicycle trail and walking path along Arrow Highway										Submitted to: Sarah Rocha, Engineering Technician	
Task Description	Billing Rates	CRAFTWATER ENGINEERING INC								ODCS		TOTAL COST	
		Principal in Charge (Olive Garcia, PE, EN, SP)	Project Manager (Marilli Taylor, PE)	Senior Engineer (Courtney Semlow, PE)	Design Engineer (Lindsey Tschentrup, PE)	Water Resources Engineer (Thom Egan)	Junior Water Resource Engineer (Matthew Gullerup)	Total Labor Hours	Total Labor Effort	Reproduction	Total ODCS	Subconsultants (CASC Engineering)	TOTAL EFFORT
Task 1. Project Management, Coordination, and Meetings		6	20	12	2	-	-	40	8,924	-	-	-	8,924
Kick-Off Meeting		2	4	2	2	-	-	10	2,184				2,184
Project Site Visit		4	4	4	-	-	-	12	2,768				2,768
Monthly Progress Meetings (6)		-	6	6	-	-	-	12	2,616				2,616
Feasibility Study Project Schedule (Updated Monthly)		-	6	-	-	-	-	6	1,356				1,356
Task 2. Feasibility Study Development		2	12	18	28	28	128	214	34,064	-	-	12,288	46,352
Utility Search (Dig ALERT)		-	-	2	2	-	8	12	1,872				1,872
Water Quality Hydrology Study, Hydraulic Analysis, BMP Sizing, and Water Conservation Analysis		1	4	4	8	24	60	101	15,848				15,848
Draft Feasibility Study Report and Application Summary		1	8	12	16	4	50	101	16,344			12,288	28,632
Task 3. Preliminary Design Plans (10% Design)		1	2	16	32	-	60	111	17,916	-	-	-	17,916
10% Design Plans		1	2	16	32	-	60	111	17,916				17,916
Task 4. Final Feasibility Study		1	2	4	12	-	32	51	8,052	-	-	3,348	11,401
Final Feasibility Study and Application Summary		1	2	4	12	-	32	51	8,052			3,348	11,401
Task 5. Application Submittal		3	6	6	4	2	12	33	6,084	-	-	-	6,084
SCWP Application Submittal Support		1	2	4	-	-	8	15	2,652				2,652
SCWP Technical Support		2	4	2	4	2	4	18	3,432	-	-	-	3,432
Scoring Committee Review		-	2	2	-	2	-	6	1,220				1,220
USGR WASC Presentation		2	2	4	4	-	4	12	2,212				2,212
GRAND TOTAL		11	38	54	72	28	228	431	75,040	-	-	15,637	90,677

*Licensed in MA, VA

Scope of Work Assumptions:

- One Kick-Off Meeting and 1 additional as-needed project team coordination meetings. The project management task duration will not exceed 6 months. All meetings assumed 1 hour in duration
- City utilities and storm drain infrastructure will be provided by the City
- Paving of utilities are not included
- Access permits with the City will be provided at no effort or cost to our team. No permits with the County are included in this cost proposal
- No allowance for traffic control plans has been included in this cost estimate
- The City will obtain permission to use the County LIDAR data for the 10% Design Plans.
- Topographic survey is not included.
- Pump station design is not included.
- Electrical engineering design is not included.
- Environmental Documentation (Initial Study, Mitigated Negative Declaration, and technical studies) are not included in this cost.
- The City will obtain letters of local community organization support.
- Monitoring plan that includes objectives, types of constituents, methodology, and equipment is not included.

Task #	Task	CASC ENGINEERING												Total
		Director		Senior PM		GIS Analyst		Associate Planner		Sr. Biologist		Senior Engineer		
		Hour	\$	Hour	\$	Hour	\$	Hour	\$	Hour	\$	Hour	\$	
2	Draft Feasibility Study Report	14	\$ 2,940.00	7	\$ 1,274.00	6	\$ 696.00	18	\$ 2,088.00	28	\$ 4,900.00	2	\$ 390.00	\$ 12,288.00
4	Final Feasibility Study Report	3	\$ 630.00	3	\$ 546.00	3	\$ 348.00	5	\$ 580.00	6	\$ 1,050.00	1	\$ 195.00	\$ 3,349.00
Total Per Staff Member:		17	\$ 3,570.00	10	\$ 1,820.00	9	\$ 1,044.00	23	\$ 2,668.00	34	\$ 5,950.00	3	\$ 585.00	
GRAND TOTAL:														\$ 15,637.00

I. Consultant shall perform the following Services at the following rates:

EXHIBIT "C"
SCHEDULE OF COMPENSATION

C | COST SCHEDULE

Below reflects the current billing rates of our classifications and staff personnel and the following page is our anticipated level of effort on a task-by-task basis. All rates contain all fringe benefits, indirect costs, and profit. All work contained within the Section A Scope of Work will be completed using the rates identified and the hours outlined. Any additional work beyond the outlined scope of work will be negotiated using the rate table below. The work assigned to each of the pay classifications is found within the task-by-task cost proposal.

Job Category	Hourly Billing Rate (2022)
MANAGEMENT	
President	\$277
Principal Engineer/Scientist	\$256
Senior Project Manager	\$241
Project Manager	\$226
ENGINEERING AND SCIENCE	
Senior Engineer	\$210
Senior Associate Engineer	\$195
Associate Engineer	\$174
Junior Engineer	\$138
Senior Water Resources Specialist or Hydrologist	\$179
Associate Water Resources Specialist or Hydrologist	\$159
Junior Water Resources Specialist or Hydrologist	\$128
Senior Scientist	\$185
Associate Scientist	\$149
Junior Scientist	\$118
TECHNICAL	
Senior Programmer/Web Developer	\$205
Associate Programmer/Web Developer	\$154
Civil Designer	\$144
CADD Technician	\$123
Senior GIS Analyst	\$164
Associate GIS Analyst	\$133
PRODUCTION AND ADMINISTRATIVE	
Senior Graphics Artist	\$154
Staff Graphics Artist	\$113
Senior Technical Editor	\$128
Technical Editor	\$108
Contract Administrator	\$154
Administrative/Clerical	\$82
Water Resources Intern	\$56

CASC ENGINEERING AND CONSULTING RATE SCHEDULE

<u>Civil and Environmental Engineering/Consulting</u>		<u>Landscape Architectures</u>	
President/Principal Engineer	\$265	licensed landscape Architect	\$175
Sr. Director	\$235	Senior landscape Designer	\$150
Director	\$220	Associate Landscape Designer	\$125
Program Manager/ Technical Specialist	\$210	Assistant Landscape Designer	\$105
Senior Project Manager/ Senior Engineer IV/ Senior Scientist IV	\$195		
Project Manager III/ Senior Engineer III/ Senior Scientist III	\$180	<u>Construction Management</u>	
Project Manager II/ Senior Engineer II/ Senior Scientist II	\$170	Resident Engineer	\$165
Project Manager I/ Senior Engineer I/ Senior Scientist I	\$165	Field Inspector III	\$140
Assistant Project Manager/ Senior Environmental Analyst	\$160	Field Inspector II	\$125
Project Engineer/ Environmental Analyst III/ Scientist III	\$155	Field Inspector I	\$115
Senior Designer IV/ Environmental Analyst IV/ Scientist IV	\$150		
Senior Designer I/ Environmental Analyst I/ Scientist I	\$145	<u>Surveying and Mapping</u>	
Design Engineer II	\$135	Licensed Surveyor/ Director	\$210
Design Engineer I	\$125	Senior Survey Project Manager	\$175
Designer II/ Staff Analyst II	\$120	Senior Survey Analyst	\$150
Designer I/ Staff Analyst I	\$115	Senior Calculator	\$145
CADD Drafter/Project Analyst III	\$102	Calculator II	\$127
Staff Assistant II/Project Analyst II	\$96	Calculator I	\$116
Staff Assistant I/Project Analyst I	\$90	Survey Analyst II	\$106
		Survey Analyst I	\$96
		Technical Aide	\$91
<u>Planning and Environmental</u>		<u>Field Survey Crews</u>	
Planning Director	\$210	Three Person Survey/GPS Crew	\$265
Senior Project Manager	\$182	Two Person Survey/GPS Crew	\$226
Senior Biologist	\$175	One Person Survey/GPS Crew	\$210
Project Manager II	\$170		
Project Manager I	\$165	<u>Unmanned Aerial Services</u>	
Senior Planner II/Biologist II	\$140	Director	\$235
Senior Planner I/Biologist I	\$127	Licensed UAS Pilot	\$195
Associate Planner II/GIS Specialist II	\$116	Project Manager	\$165
Associate Planner I/GIS Specialist I	\$106	Video Editor	\$155
Construction Monitor	\$94-116	Visual Observer	\$113
		Flight Coordinator	\$113
<u>Clerical</u>			
Project Coordinator/Clerical III	\$95		
Project Coordinator/Clerical II	\$90		
Project Coordinator/Clerical I	\$85		

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$ 106,314 as provided in Section 2.1 of this Agreement.
- V. Consultant's billing rates for all personnel are attached as Exhibit C-1 to C-3.

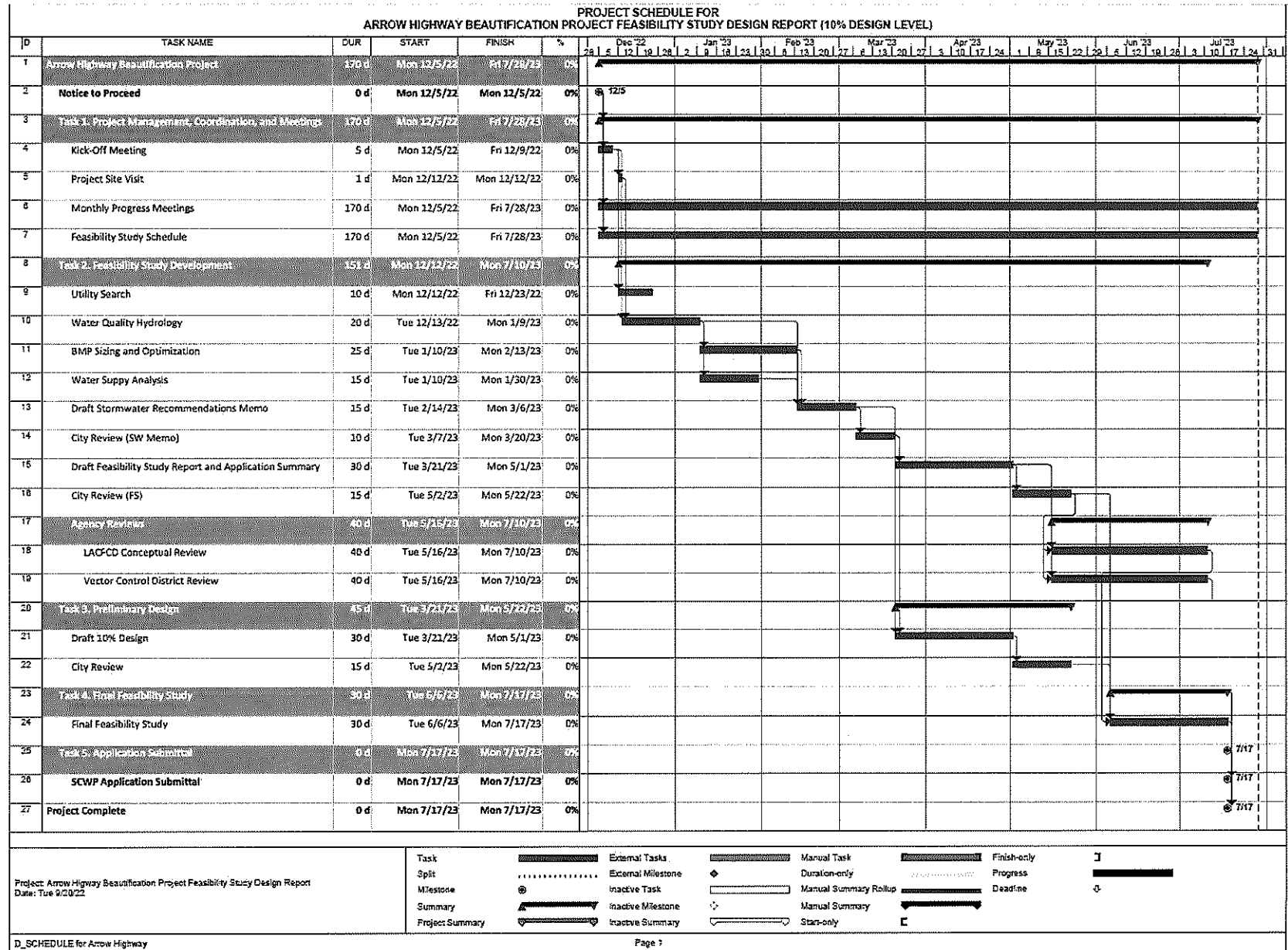
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services or for one (1) year from the date hereof, whichever comes first. The term of this agreement can be extended with for a twelve-month period with written notice issued by the Director of Engineering/Building Official.

Project schedule assumptions:

- The project is anticipated to be completed within 7 months of notice to proceed (NTP)
- The NTP will be issued by the City by December 5, 2022
- The Safe, Clean Water Program Application for the Arrow Highway Beautification Project will be submitted no later than July 31, 2022, which is the anticipated submittal date.
- The LACFCD requires a 2-month period to review and provide Conceptual Approval of a project that affects LACFCD Storm Drains or Channels. The application submittal is dependent on receiving the conceptual approval. Historic applications indicate that approvals are normally sent the last week of July.
- Coordination with the Vector Control District of Greater Los Angeles County will consist of electronic/email communication
- City review of submittals is anticipated to take 2-weeks



- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 1D

Date: January 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Amendment No. 1 to Contract Services Agreement with Coory Engineering for Professional Design Services for the preparation of Plans, Specifications and Estimate of a Vitrified Clay Pipe Sewer Line Extension on Arrow Highway; P-1035

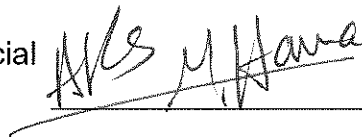
City Manager's Recommendation:

That the City Council approve and authorize the City Manager to execute Amendment No. 1 to Contract Services Agreement with Coory Engineering for Professional Design Services for the preparation of Plans, Specifications and Estimate (PS&E) of a Vitrified Clay Pipe (VCP) Sewer Line Extension on Arrow Highway (P-1035) to increase the contract amount from \$50,800 to \$78,000, an increase of \$27,200.

Administrative Action:

Submitted by:

Arsanious M. Hanna, City Engineer/ Building Official



Prepared by:

Luis Pimentel, Assistant Engineer
(626) 430-2259

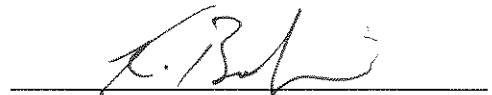


Reviewed by:

Adrian R. Guerra, City Attorney

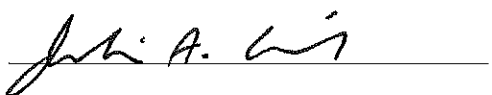
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian Miranda, City Manager



Background and Analysis:

On October 13, 2021, the City Council awarded a contract for Professional Design Services for the preparation of Plans, Specifications and Estimate (PS&E) of a Vitrified Clay Pipe (VCP) Sewer Line Extension on Arrow Highway to Coory Engineering in the amount of \$50,800.

Since the initial contract award, Coory Engineering has submitted two (2) change orders to the City for additional work requested pursuant to the contract. The change orders consist of acquiring title reports, creating right of way acquisition deeds, additional surveying and pot holing services for locating underground substructures and alternative sewer designs based on substructure findings.

The total amount for the two (2) change orders is \$27,200, which would result in a total contract amount of \$78,000.

The attached contract agreement amendment has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

Sufficient funding is still available in CIP Budget Account 48-80-800-45700-8804. This project is funded 40% by the General Fund, 40% by the Mining Impact Fund, and 20% by the Development Impact Fund.

Attachment(s):

- Amendment No. 1 to Contract Agreement for Professional Services
- Change Order No. 1 and Change Order No. 2

**AMENDMENT NO. 1
TO CONTRACT SERVICES AGREEMENT FOR DESIGN
OF PLANS, SPECIFICATIONS AND ESTIMATE FOR A NEW VCP SEWER LINE
EXTENSION ON ARROW HWY; P-1035**

THIS AMENDMENT NO. 1 FOR CONTRACT SERVICES AGREEMENT FOR DESIGN OF PLANS, SPECIFICATIONS AND ESTIMATE FOR A NEW VITRIFIED CLAY PIPE SEWER LINE EXTENSION ON ARROW HWY; P-1035 ("Amendment No. 1") is dated January 11, 2023, by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and Coory Engineering, 1718 N. Neville Street, Orange, CA 92865 ("Consultant") is effective as of the 11th day of January, 2023.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 13, 2021 ("Agreement") whereby Consultant agreed to provide professional services for the Design of Plans, Specifications and Estimate for a New Vitrified Clay Pipe Sewer Line Extension on Arrow Hwy ("Services").

B. Pursuant to section 2.3 of the Agreement, the City requested additional scope of work and Coory Engineering was able to provide the City with a proposed scope of work to acquire title reports, create right of way acquisition deeds, provide additional surveying and pot holing services for locating underground substructures and provide alternative sewer designs based on substructure findings. Coory Engineering has provided the City with Contract Change Order Nos. 1 & 2, describing the scope of work and costs.

C. City and Consultant now desire to amend the Agreement to reflect the additional requested work as outlined in Change Order Nos. 1 & 2.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (deletions shown in ~~strike through~~ and additions shown in ***bold italics***).

A. Section 2.1 Contract Sum, is hereby amended to read in its entirety as follows:

For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Seventy Eight Thousand and 00/100 Dollars (\$78,000)*** ~~Fifty Thousand Eight Hundred Dollars (\$50,800)~~ ("Contract Sum"), unless additional compensation is approved pursuant to Section 2.3.

B. Exhibit "A" Scope of Services and Exhibit "C" Schedule of Compensation are hereby amended to incorporate Change Order Nos. 1 and 2, attached hereto as Exhibit "A-1."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

COORY ENGINEERING

By: _____
Name: Samir Khoury
Title: Owner
Address: 1718 N. Neville Street
Orange, CA 92865

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	
_____ TITLE(S) ☐ PARTNER(S) ☐ LIMITED ☐ ☐ GENERAL	_____ TITLE OR TYPE OF DOCUMENT
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____ NUMBER OF PAGES
☐ GUARDIAN/CONSERVATOR	
☐ OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE



COORY ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING

April 7, 2022

Mr. Luis Pimentel, E.I.T.
Assistant Engineer
Public Works Engineering
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Project: Sewer Line Extension
15545 & 15563 Arrow Highway
Irwindale, CA

CHANGE ORDER NO. 1

Item #	Description	Amount
1.	Reimbursable: Title Company's fees of 2 reports for use in right-of-way acquisition, paid on behalf of the city per request (without mark-up)	\$750.00
2.	Reimbursable: Underground Service Company's fees for sub-structures investigation paid on behalf of the city per request (without mark-up)	5,900.00
3.	Additional surveying in support of substructures investigation: Staking for pot-holing and then surveying of the findings	2,800.00
4.	2 Additional alternate designs due to found utilities and substructures obstructions, seeking the most economical construction cost	9,000.00
Total		\$18,450.00

Samir M. Khoury

Samir M. Khoury, PE

Encl.

1718 N. Neville Street, Orange, CA

TEL (714) 202-8700

FAX (714) 202-8701



COORY ENGINEERING

CIVIL ENGINEERING & LAND SURVEYING

April 7, 2022

Mr. Luis Pimentel, E.I.T.
Assistant Engineer
Public Works Engineering
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Project: Sewer Line Extension
15545 & 15563 Arrow Highway
Irwindale, CA

CHANGE ORDER No. 2

Item #	Description	Amount
1.	Right-of-Way Acquisition Negotiation: On behalf of the city, prepare enlarged exhibits, arrange for meetings with the affected property owners and/or their representatives, coordinate and negotiate acquiring additional 10' wide street right of way. Have deeds executed.	2,750.00
2.	Right-of-Way Acquisition Deeds: Analyze record information, prepare Legal Descriptions, dedication diagrams, traverse closures, and deed covers for two acquisitions. Help taking the deeds to the recorder's office and get them recorded. (\$3,000.00 per package x 2 = \$6,000.00)	\$6,000.00
Total		\$8,750.00

Samir M. Khoury

Samir M. Khoury, PE

Encl.

1718 N. Neville Street, Orange, CA

TEL (714) 202-8700

FAX (714) 202-8701

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Declaration of Surplus Equipment

City Manager's Recommendation:

Adopt Resolution No. 2023-03-3381 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING CERTAIN VEHICLES AS SURPLUS, AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLES, AND CREDITING AND APPROPRIATING THE PROCEEDS"

Administrative Action:

Submitted by:

Robert Castro, Interim Police Chief
(626) 430-2234

Electronically Approved

Prepared by:

John Fraijo, Captain

Electronically Approved

Reviewed by:

Adrian Guerra, City Attorney

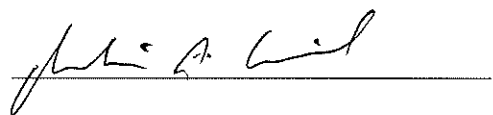
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Staff requests the Council determine as surplus equipment the listed Police and Public Works Services vehicles and authorize the City Manager or his designee to dispose of the vehicles in accordance with Irwindale Section 3.44.150 of the Municipal Code through auction or transfer to another government agency.

The fleet vehicles listed below have been retired from service. It has been the city's policy to dispose of vehicles after they have exceeded their life expectancy, reached a point where repairs are cost prohibitive or if the vehicle no longer serves a purpose. Generally, surplus vehicles are used as city pool vehicles or disposed of through a public auction service.

The vehicles to be declared surplus and disposed of are as follows (collectively, referred to as "Vehicles"):

- 2008 Blue Dodge Charger - Police Vehicle
Vehicle #137 VIN# 2B3KA43HX6H433670
- 2020 Black/White Keystone Trailer - Police COVID Trailer
FEMA Trailer VIN# 4YDT27025LG102257
- 2002 Chevy Trailblazer – Project Manager for Construction Compliance Vehicle
VIN#1GNDS135722171406
- 2002 Dodge Dakota – Public Works Services
Vehicle #6 VIN#1B7GL32X425698296
- 2002 Dodge Dakota – Public Works Services
Vehicle #7 VIN#1B7FL16XX25652093

The Vehicles have mechanical needs, due to mileage and age that are cost prohibitive to repair or are no longer used for their intended purpose. The Vehicles will be disposed of in the coming weeks through an auction service provider.

Fiscal Impact:

There is no fiscal impact to the General Fund. Some proceeds will be received from the sale or scrap of these vehicles, however this amount is expected to be nominal. Any proceeds received will be credited back to the source fund used when the vehicles were purchased. However, the 2020 Keystone Trailer was donated to the Irwindale Police Department and no City funds were used for the original purchase of the trailer. All proceeds from the sale of the trailer will be appropriated and incorporated into the Irwindale Police Department Operating Supplies account # 01-35-353-42200-0000 for future use.

Attachment:

Resolution No. 2023-03-3381

RESOLUTION NO. 2023-03-3381

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
DECLARING CERTAIN VEHICLES AS SURPLUS, AUTHORIZING DISPOSITION OF THE
SURPLUS VEHICLES, AND CREDITING AND APPROPRIATING THE PROCEEDS**

WHEREAS, staff requests that City Council declare as surplus a 2008 Dodge Charger Police Vehicle #137, a 2020 Keystone Trailer, a 2002 Chevrolet Trailblazer Construction Compliance Vehicle, a 2002 Dodge Dakota Vehicle #6 and a 2002 Dodge Dakota Vehicle #7 (collectively, "Vehicles") and approve the disposal of the Vehicles; and

WHEREAS, the Vehicles have exceeded their life expectancy, reached a point where repairs are cost prohibitive or the vehicle no longer serves a purpose; and

WHEREAS, it is the City's practice to dispose of surplus vehicles after they have exceeded their life expectancy or they reach a point where repairs are cost prohibitive as provided in Section 3.44.150 of the Irwindale Municipal Code, Disposition of Surplus Supplies and Equipment ("IMC 344.150"); and

WHEREAS, Irwindale Municipal Code section 3.44.150(B) provides that: "Such items so declared to be surplus shall be offered for sale on a competitive bid basis. Bids may be solicited by written request, telephone, fax machine or by public auction, by use of an auction service, by advertisement in any newspaper or magazine, or by any combination of such methods the Irwindale Municipal Code Section 3.44.150 authorizes the sale, auction or transfer for surplus property to another government agency."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby declares the following vehicles as surplus in the best interest of the City, as provided in Irwindale Municipal Code section 3.44.150:

1. 2008 Blue Dodge Charger - Police Vehicle
Vehicle #137 VIN# 2B3KA43HX6H433670
2. 2020 Black/White Keystone Trailer - Police COVID Trailer
FEMA Trailer VIN# 4YDT27025LG102257
3. 2002 Chevy Trailblazer – Project Manager for Construction Compliance Vehicle
VIN#1GNDS135722171406
4. 2002 Dodge Dakota – Public Works Services
Vehicle #6 VIN#1B7GL32X425698296
5. 2002 Dodge Dakota – Public Works Services
Vehicle #7 VIN#1B7FL16XX25652093

SECTION 2. Pursuant to Paragraph B of IMC 344.150, the City Council hereby authorizes the City Manager to dispose of the surplus property, including to send the Vehicle to the City's

contracted auction service provider for public auction or to be scrapped, in accordance with Irwindale Municipal Code section 3.44.150.

SECTION 3. Any proceeds from the disposition of the property shall be credited back to the source fund used when the vehicles were purchased. Proceeds from the sale of the 2020 Keystone Trailer shall be deposited into Miscellaneous Revenue Fund. All proceeds from the sale of the trailer are hereby appropriated and incorporated into the Irwindale Police Department Operating Supplies account #01-35-353-42200-0000 for future use. City staff are hereby authorized to take all steps reasonably necessary to carry out the intent and effect of this Resolution.

SECTION 4. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 11th day of January 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-03-3381 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 11th day of January 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 11, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Amended and Restated Caltrans Landscape Maintenance Agreement

City Manager's Recommendation:

That the City Council authorize the Mayor and City Manager to execute an Amended and Restated Landscape Maintenance Agreement between the City of Irwindale and the California Department of Transportation (Caltrans).

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director
(626) 430-2211

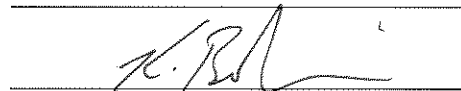


Reviewed by:

Adrian R. Guerra, City Attorney

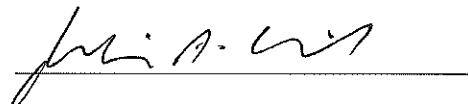
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

1. The Park at Live Oak Project, located immediately south of Arrow Highway, west of Interstate 605 (I-605), and northwest of Live Oak Avenue, proposes the development of a 78.3-acre site over 10 years. The project will be fully funded by the Developer, including all off-site improvements. On December 18, 2019, the City of Irwindale Planning Commission adopted various resolutions recommending the City Council certify the Environmental Impact Report, Zoning Code, Zoning Designations, Tentative Parcel Map, and the Development Agreement for the Park at Live Oak Project.

2. The Park at Live Oak Specific Plan was introduced for the first reading at the February 12, 2020, City Council Meeting to certify the Environmental Impact Report, MMRP, Statement of Overriding Considerations, the Tentative Parcel Map, and introduce various ordinances adopting the Zoning Codes, Zoning Designations/Map, and the Development Agreement.
3. On February 26, 2020, the City Council adopted the required ordinances for the Park at Live Oak Specific Plan, amendments to the zoning designations and the zoning map, and approved the development agreement for this project.
4. As part of the process and included in Exhibit "C" of the Development Agreement, the Developer is required to construct a 10-foot wide meandering sidewalk/landscaped parkway along the Project's frontage of Live Oak Avenue and Arrow Highway. Approximately 400' of the meandering sidewalk and landscaped area on Arrow Highway is located in the California Department of Transportation's (Caltrans) jurisdiction. Additionally, a portion of the median island on Live Oak Avenue just west of the I-605 Freeway is also located in Caltrans' jurisdiction. This area will be constructed with concrete and a strip of cobblestone surrounding the concrete. As such, the City of Irwindale approved a Landscape Maintenance Agreement with Caltrans identifying these improvements and committed to maintaining these areas in the future at its September 22, 2021, City Council Meeting.
5. After the approval of the Landscape Maintenance Agreement, Caltrans informed City Staff that a revision to the agreement is required to include a tubular steel fence as stated in Chapter 4: Design Guidelines outlined in The Park @ Live Oak's Specific Plan. The developer is proposing to remove the existing chain link fence that begins in the City of Irwindale Right-of-Way and continues through Caltrans Right-of-Way and replace it with tubular steel fencing along Arrow Highway. Thus an amended landscape agreement is required.

Fiscal Impact:

There is a cost associated with maintaining these areas, which Staff is unable to determine at this time. The areas will be added to the Public Services Department budget under street maintenance for Fiscal Year 2023/2024.

Attachment(s):

1. Amended and Restated Landscape Maintenance Agreement between the City of Irwindale and the California Department of Transportation, including the Landscape Plans Identifying Caltrans Jurisdiction (Exhibit A)

**AMENDED AND RESTATED LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE
CITY OF IRWINDALE AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT is made effective this 11th day of January 2023, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Irwindale hereinafter referred to as "CITY", and collectively referred to as "PARTIES".

1. On or about September 22, 2021, the PARTIES entered into a Landscape Maintenance Agreement for the Park at Live Oak Project Public Right of Way. An amendment to the Landscape Maintenance Agreement is required to include a tubular steel fence as stated in Chapter 4: Design Guidelines outlined in The Park @ Live Oak's Specific Plan. Thus, the PARTIES desire to enter into this Amended and Restated Landscape Maintenance Agreement Between the City of Irwindale and The California Department of Transportation, hereinafter referred to as "AGREEMENT".
2. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Encroachment Permit _____ dated _____.
3. This Agreement addresses CITY responsibility for the landscaping, planting, irrigation systems, hardscaping including cobblestone and concrete, tubular steel fencing, mulch, control, litter, weed abatement, sidewalks, and signage (collectively the "LANDSCAPING") placed within State Highway right of way on State Route I-605, as shown on Exhibit A, attached to and made a part of this Agreement.
4. Maintenance responsibilities include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
5. The degree or extent of MAINTENANCE to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
6. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of MAINTENANCE responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.

6.1. The new exhibit can be executed only upon written consent of the PARTIES

hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

7. CITY agrees, at CITY expense, to do the following:

7.1. CITY may install, or contract with a licensed contractor with appropriate class of license in the State of California to install, and thereafter MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

7.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

7.2.1. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

7.2.2. An Encroachment Permit may be required prior to the start of any work within STATE's right of way.

7.3. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.

7.3.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

7.3.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

7.3.3. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.

7.4. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.

7.5. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

7.6.To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 7 Maintenance Office at 120 South Spring Street, Los Angeles, CA 90012.

7.7.To ensure LANDSCAPING provides an acceptable walking and riding surface, and provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.

7.8.To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.

7.9.To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

7.10. To MAINTAIN the tubular steel fencing in good condition acceptable to the STATE.

8. STATE may provide CITY with a minimum 30 days' notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY/County from maintenance responsibilities assumed under this Agreement.

9. STATE shall Issue encroachment permits to CITY and CITY'S contractors at no cost to them.

10.LEGAL RELATIONS AND RESPONSIBILITIES:

10.1. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

10.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to

CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

10.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

10.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

10.5. PREVAILING WAGES:

10.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

10.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

11. INSURANCE - SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and

employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self- insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the location as depicted in EXHIBIT A. CITY/COUNTY shall deliver to STATE the Letter of Self- Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

11.1. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY/COUNTY's contractor(s), CITY/COUNTY shall require its contractor(s) to maintain insurance in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

12.TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

13.TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

14.SUPERSEDES PRIOR AGREEMENTS. This AGREEMENT shall supersede and replace all prior agreements between the PARTIES concerning the subject matter of this AGREEMENT, whether written or oral, including but not limited to, the September 22, 2021 Landscape Maintenance Agreement between the PARTIES.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF IRWINDALE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor H. Manuel Ortiz

By: _____
TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
Julian A. Miranda, City Manager

By: _____
Deputy District Director
Maintenance District

ATTEST:

By: _____
Laura M. Nieto, MMC Chief
Deputy City Clerk

By: _____
Adrian R. Guerra, City Attorney

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and
CITY road(s) and facilities)

EXHIBIT B – LETTER OF CERTIFICATE

CITY OF IRWINDALE STATEMENT OF SELF INSURANCE

CALTRANS DISTRICT 7
DIVISION OF TRAFFIC OPERATIONS
OFFICE OF PERMITS
ATTN: DARA LOEUNG, PE

JULY 29, 2021

CITY OF IRWINDALE
Department of Finance

RE: Statement of Self Insurance for CITY OF IRWINDALE Related to Landscape Maintenance Agreement with State of California Department of Transportation ("STATE") for the Live Oak Avenue and Arrow Highway along Highway I-605 Freeway in the City of Irwindale

Dear Caltrans Representative:

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 10.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Kambiz Borhani
Finance Director

EXHIBIT C

TRAFFIC SIGNAL AND LIGHTING
Caltrans and CITY OF IRWINDALE
JULY 29, 2021

BASIS OF COST DISTRIBUTION
State-Owned and
Maintained Billed by the State

<u>Route and</u> <u>PM</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	Cost Distribution	
			<u>State</u>	CITY

Utility-Owned and Maintained
Billed by the State

<u>Route and</u> <u>PM</u>	<u>Location</u>	<u>Type of</u> <u>Facility</u>	Cost Distribution	
			<u>State</u>	CITY

EXHIBIT D

(Individual maintenance items that are not provided for in the body of the Agreement.)

N/A

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 11, 2023
 To: Honorable Mayor and Members of the City Council
 From: Julian A. Miranda, City Manager
 Issue: Proposed Use of Community Development Block Grant Allocation for Fiscal Year 2023-2024

City Manager's Recommendation:

That the City Council:

Adopt Resolution No. 2023-01-3379, entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2023-2024 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION,"** reading by title only and waving further reading thereof:

Administrative Action:

Submitted by:

Kambiz Borhani, Finance Director/City Treasurer
 (626) 430-2221

Prepared by:

Claudia Carlos, Finance Analyst

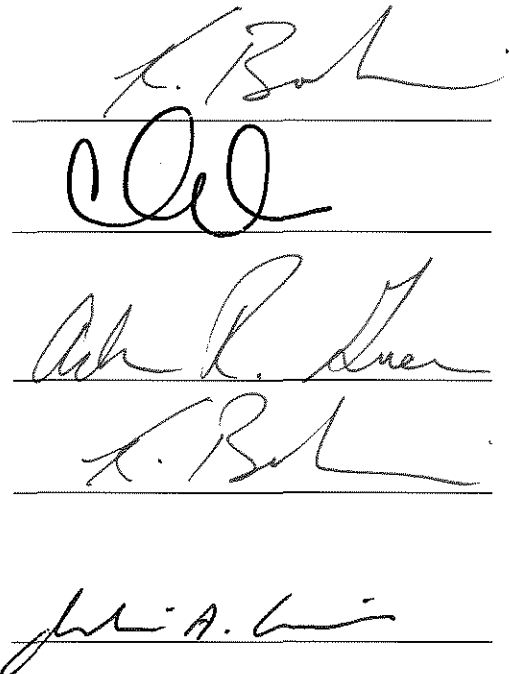
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager



The block contains five handwritten signatures, each on a horizontal line. From top to bottom, they correspond to: Kambiz Borhani (Finance Director/City Treasurer), Claudia Carlos (Finance Analyst), Adrian R. Guerra (City Attorney), Kambiz Borhani (Finance Director/City Treasurer), and Julian A. Miranda (City Manager).

Background and Analysis:

- 1) The Community Development Block Grant (CDBG) Program is funded directly by the federal government's Department of Housing and Urban Development (HUD), whose objectives include the development of suitable living environments. The amount of the CDBG grant to each participating city is allocated based upon population. Due to the City of Irwindale's very low population, its annual CDBG allocations are relatively low. In Fiscal Year (FY) 2023-2024, the CDBG grant allocation is estimated at \$9,460.
- 2) The new Coronavirus Aid, Relief, and Economic Security Act (CARES Act) provisions are continuing to allow revisions to existing CDBG administrative requirements that apply to the City's current and FY 2023-2024 CDBG allocation. The revisions to the CDBG administrative requirements are as follows:
 - a. Suspend the 15% cap on public services;
 - b. Allows virtual hearings as long as national or local health authorities recommend social distancing and limit public gatherings for public health reasons; and
 - c. Allows the public comment period for substantial amendments and for the Action Plan to be reduced from 30 days to five (5) days.
- 3) The City has been proactive in responding to the COVID-19 Emergency by implementing city-wide actions to respond to and prevent the spread of COVID-19, including requiring social distancing and face masks, canceling large gatherings and implementing virtual city meetings.
- 4) One of the most important City programs that helps safeguard the City's most vulnerable population during this COVID-19 pandemic is the expansion of the Senior Citizen Meal Program. Currently, this program is providing over 50 meals per weekday to senior citizens throughout the City.
- 5) The activities and programs eligible to be funded by CDBG allocations have been expanded to include "meal programs modified to include additional deliveries", making the Senior Citizen Meal Program eligible as a CDBG funded program.
- 6) The proposed use of the CDBG grant is for the continued support of the Senior Citizen Meal Program.
- 7) The Public Hearing Notice for the proposed use of the CDBG Allocation for FY 2023-2024 has been duly noticed in accordance with applicable laws.

Fiscal Impact:

The CDBG estimated allocation for FY 2023-2024 is approximately \$9,460, and the use of these funds for the Senior Citizen Meal Program will avoid the need to use funds from the General Fund for approximately 6 months of the program.

Approval of Resolution No. 2023-01-3379 will serve to formally approve the use of CDBG allocations for this program, and the FY 2023-2024 allocation of approximately \$9,460 in federal funds will be appropriated as part of the budget process for the FY 2023-2024 Annual Budget.

Attachment:

Resolution No. 2023-01-3379

RESOLUTION NO. 2023-01-3379

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE PROPOSED USE OF THE CITY'S FISCAL
YEAR 2023-2024 LOS ANGELES URBAN COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT ALLOCATION**

WHEREAS, the City of Irwindale's Community Development Block Grant (CDBG) allocation from the County of Los Angeles for Fiscal Year (FY) 2023-2024 is estimated to be \$9,460; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) provisions allow revisions to existing CDBG requirements that apply to the City's estimated FY 2023-2024 CDBG allocation of \$9,460; and

WHEREAS, the Senior Citizen Meal Program is an eligible activity to be funded by CDBG funds during the COVID-19 Pandemic to help safeguard the City's most vulnerable population which provides over 50 meals per weekday to senior citizens throughout the City; and

WHEREAS, the City of Irwindale has held a duly noticed public hearing on the proposed use of the City's FY 2023-2024 CDBG Allocation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

SECTION 1 The City Council hereby approves the proposed use of the estimated FY 2023-2024 CDBG allocation of \$9,460 to the Senior Citizen Meal Program.

SECTION 2. The City Council hereby authorizes the City Manager and the Finance Director to take all actions and execute all documents necessary to carry out the provisions of this Resolution.

SECTION 3. The Chief Deputy City Clerk shall certify the adoption of this resolution which shall in turn have immediate effect.

PASSED, APPROVED, AND ADOPTED this 11th day of January 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-01-3379 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 11th day of January 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, MMC
Chief Deputy City Clerk

☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: January 11, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Public Hearing and Second Reading of ORDINANCE NO 764, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 and 743 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO , PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ."

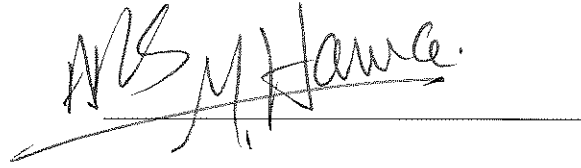
City Manager's Recommendation:

That the City Council conduct a public hearing for public comments, read by title only, waive further reading of, and adopt on second reading Ordinance No. 764 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 and 743 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO , PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ." and direct the Public Works Engineering Department to file the adopted ordinance with the City amendments along with the findings and justification with the State Building Standards Commission.

Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering/Building Official

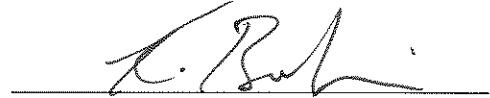


Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani,
Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

1. The State's Health and Safety Code requires Cities and Counties to adopt the most recent editions of the State Building Standards related to building construction. Most recently, the State of California adopted the 2022 California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building Codes.
2. Title 15 of the Irwindale Municipal Code (IMC) contains administrative and technical requirements for building construction. The City's current building code was last adopted in January 2020 by Ordinance 743.
3. On January 11, 2017, the City adopted Ordinance No. 709, and on January 8, 2020, the City adopted Ordinance No. 743, which set out provisions intended for use as Chapter 15.05 "Existing Building Code." However, Chapter 15.05 of the City's Municipal Code was already established through the adoption of Ordinance No. 697, adopted October 14, 2015, "EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS," and the provisions of Ordinance Nos. 709 and 743 were reclassified as Chapter 15.07 in the City's online version of the Municipal Code. Therefore, staff recommends that the City Council repeal Ordinance Nos. 709 and 743 in their entirety and formally add Chapter 15.07 "Existing Building Code" to the Irwindale Municipal Code.
4. On November 15, 2022, the Los Angeles County Board of Supervisors added and set forth provisions and regulations for the enforcement of Title 33 – Existing Building Code and adopted by reference, the 2022 State of California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes, with 2023 Los Angeles County Amendments. The Existing Building Code has been included as Part 10 of the California Building Standards Codes for the past three

code cycles; however, now it is identified as a main code that requires adoption by all California jurisdictions.

5. Similar to past practice, the City will adopt the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with county amendments, by reference, to bring the City into compliance with the California Health and Safety Code.
6. Based on staff review of the new 2023 Los Angeles County Building Code and the County's amendments and the ongoing mining and reclamation operations in the City, the Public Works Department - Building Safety Division is proposing amendments to Appendix "J" (Grading Section) of the Los Angeles County Building Code.
7. This proposed City amendments to the 2023 County Building Code Appendix "J" are to carry over changes to the 2008 Building Code Appendix "J" that pertain to the administrative and technical standards for backfilling of open-pit mines using either inert debris fill or soil fill. This appendix will include the City's four technical guidelines and backfill settlement evaluation techniques that deal with mining and reclamation of open-pit mines as a mandated requirement for mining operations in the City and the technical bulletin that was prepared by the Irwindale Technical Advisory Committee as a supplement to the City's four technical guidelines.
8. Section 17958 of the California Health and Safety Code requires that, with any proposed amendment to the County Code, the City is to make findings that current and proposed technical changes to the County Code (State Codes) are necessary due to local climatic, geological, or topographical conditions. The proposed City's amendments to Appendix "J" are taken from the City's 2008 Building Code Appendix "J" section since these technical code amendments relate to the administrative and technical standards for backfilling of open-pit mines. Those changes need to be included in each Building Code update in order to become the City's Building Code. Engineering staff has reviewed the City's proposed technical code amendments and determined that they meet the intent of the State's Health and Safety Code.
9. The proposed adoption of this ordinance is exempt under the provision of the California Environmental Quality Act pursuant to State Guidelines 15061(B)(3) and 15378 (b)(c). Adoption of the proposed ordinances is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Adoption of the proposed ordinances does not have such potential insofar as the changes are mandated to be adopted by State law and any local changes are needed to assure proper measures are taken to address the City's local needs, especially to properly backfill open-pit mines to avoid seismic hazards when they are reclaimed.
10. Upon adoption of the 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, staff will send a letter to the California Building

Standards Commission advising them with the City's newly adopted codes with County and City Amendments.

11. A copy of the above referenced 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, and the Findings of Fact will be available for review at the Building and Safety Division for inspection by the public.
12. The City Council conducted the first reading of Ordinance No. 764 on December 14, 2022.
13. Legal notice was published in the San Gabriel Valley Tribune on December 26, 2022 and January 2, 2023 advertising the January 11, 2023 Public Hearing.

Fiscal Impact:

There is no fiscal impact.

Attachment: Proposed Ordinance 764

ORDINANCE NO. 764

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 and 743 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – “EXISTING BUILDING CODE,” AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO , PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

RECITALS

WHEREAS, Government Code section 50022.2 *et seq.* authorizes the adoption by reference of California codes and codes that adopt the California codes, including the Codes of the County of Los Angeles, which adopts the California Building, Existing Building, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as amended; and

WHEREAS, sections 17958.5, 17958.7, and 18941.5 of the Health and Safety Code expressly authorize cities to make changes in the California Building, Existing Building Code, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as reasonably necessary due to local conditions; and

WHEREAS, the Los Angeles County Building, Existing Building, Residential, Green Building Standards, Electrical, Plumbing and Mechanical Codes incorporate appropriate findings related to local climatic, geological, or topographical conditions of Los Angeles County, as specified under the provisions of the California Health & Safety Code; and

WHEREAS, on January 11, 2017, the City adopted Ordinance No. 709, and on January 8, 2020, the City adopted Ordinance No. 743, which set out provisions intended for use as Chapter 15.05 “Existing Building Code.” However, Chapter 15.05 of the City’s Municipal Code was already established through the adoption of Ordinance No. 697, adopted October 14, 2015, “EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS,” and the provisions of Ordinance Nos. 709 and 743 were reclassified as Chapter 15.07 in the City’s online version of the Municipal Code. Therefore, the City Council desires to repeal Ordinance Nos. 709 and 743 in their entirety, and formally add Chapter 15.07 “Existing Building Code” to the Irwindale Municipal Code; and

WHEREAS, on December 14, 2022, the City Council considered Ordinance 764 and accepting staff's recommendation to amend Appendix "J" of the County grading section to include Backfilling Standards of Open-Pit Mines and the requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill; and

WHEREAS, on January 11, 2023, the City Council of the City of Irwindale, pursuant to a notice duly issued under Government Code section 50022.3, conducted a public hearing to consider this ordinance adopting the 2023 Edition of the Los Angeles Building, Existing Building Code, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes with the City's amendment of Appendix "J" of the County Building Codes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

BUILDING CODE

SECTION 1: The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Repeal of Conflicting Ordinances and Continuing Effect of Irwindale Municipal Code Chapter 15.05. Ordinance Nos. 709 and 743 are hereby repealed in their entirety. Ordinance No. 697, adopted October 14, 2015 adding Irwindale Municipal Code Chapter 15.05 "EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS," shall remain in full force and effect.

SECTION 3: Chapter 15.04.10 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.04.010. Adoption of code. A. There is hereby adopted, as the city building code, except as provided in this chapter, that certain building code known and designated as the Los Angeles County Building Code, 2023 Edition (Title 26 of the Los Angeles County Code), which incorporates and amends the 2022 California Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0051, as adopted by county of Los Angeles, is adopted in its entirety and incorporated herein by this reference, with City's Amendments to Appendix "J".

SECTION 4: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0051^[JT1], has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0051. The City Council further finds that the County's grading section Appendix "J" as revised pursuant to Health and Safety Code section 18941.5, and attached hereto as Exhibit "A", to include the more restrictive requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill, is necessary to address and remediate existing geological conditions as a result of ongoing mining activities in the City of Irwindale.

RESIDENTIAL CODE

SECTION 5: Chapter 15.06.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.06.010. Adoption of code. A. There is hereby adopted, as the city's residential code, except as provided in this chapter, that certain residential code known and designated as the Los Angeles County Residential Code, 2023 Edition (Title 30 of the Los Angeles County Code), which incorporates and amends the 2022 California Residential Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0055, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 6: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-055 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-055.

EXISTING BUILDING CODE

SECTION 7: Chapter 15.07 entitled, "EXISTING BUILDING CODE" of the Irwindale Municipal Code is hereby added and adopted to read in its entirety as follows:

Section 15.07.010. Adoption of code.

A. There is hereby adopted, as the city's existing building code, except as provided in this chapter, that certain existing building code known and designated as the Los Angeles County Existing Building Code, 2023 Edition (Title 33 of the Los Angeles County Code), which incorporates and amends the 2022 California

Existing Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the existing building code of the city, regulating and controlling the ability to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to safeguard the public health, safety, and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition, and relocation of existing buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0057, as adopted by the County of Los Angeles, is adopted in its entirety and incorporated herein by this reference.

Section 15.07.020. Copies filed. Three copies of the Los Angeles County Existing Building Code, referred to in Section 15.07.10 of this chapter, have been deposited in the office of the city clerk and shall be at all times maintained by said clerk for use and examination by the public.

Section 15.07.030. Terms defined. Whenever any of the following names or terms are used in the Los Angeles County Existing Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"Board of appeals" means the board of appeals established by the Los Angeles County Building Code.

"Board of supervisors" means the city council.

"Building department" means the building and safety division of the department of public works, acting for the city.

"Building code," "uniform building" or "Los Angeles County Building Code" means Chapter 15.04 of this code;

"Building official" means the director of public works or his or her designee.

"City" means the city of Irwindale.

"County," "county of Los Angeles" or "unincorporated territory of the county of Los Angeles" means the city.

"County engineer" means the director of public works of the county of Los Angeles.

"Electrical code" means Chapter 15.08 of this code.

"Existing building code" means Chapter 15.07 of this code.

"Fire code" means Chapter 15.12 of this code.

"Fire zone" means the fire zone or zones adopted by an ordinance creating and establishing fire zones.

"General fund" means the city treasury.

"Health code" or "Los Angeles County Health Code" means Chapter 8.04 of this code.

"Health officer" means the health officer of the city.

"Mechanical code" means Chapter 15.20 of this code.

"Plumbing code" means Chapter 15.16 of this code.

"Green Building Standards code" means Chapter 15.10 of this code.

Section 15.07.040. Fee schedule – Modification by Resolution. The fee schedules adopted by Section 15.07.10 of this title may be amended by resolution adopted by the city council.

SECTION 8: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0057 has made all appropriate findings related to administrative matters. The City Council hereby incorporates by reference the findings summarized in the Los Angeles County Ordinance No. 2022-0057.

ELECTRICAL CODE

SECTION 9: Chapter 15.08.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.08.010. Adoption of Code. A. There is hereby adopted as the city's electrical code, except as provided in this chapter, that certain electrical code known and designated as the Los Angeles County Electrical Code, 2023 Edition (Title 27 of the Los Angeles County Code), which incorporates and amends the California Electrical Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the electrical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of electrical systems, wiring and appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0052, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 10: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0052 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0052.

GREEN BUILDING STANDARDS CODE

SECTION 11: Chapter 15.10.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.10.010. Adoption of code. A. There is hereby adopted, as the city's green building standards code, except as provided in this chapter, that certain green building standards code known and designated as the Los Angeles County Green Building Standards Code, 2023 Edition (Title 31 of the Los Angeles County Code), which incorporates and amends the 2022 California Green Building Standards Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0056, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 12: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0056 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0056.

PLUMBING CODE

SECTION 13: Chapter 15.16.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.16.010. Adoption of Codes. A. There is hereby adopted as city plumbing code, except as provided in this chapter, that certain plumbing code known and designated as the Los Angeles County Plumbing Code, 2023 Edition (Title 28 of the Los Angeles County Code), which incorporates and amends the California Plumbing Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the plumbing code of the city regulating and controlling plumbing and drainage systems, house sewers, private sewage disposal systems and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0053, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 14: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0053 has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0053.

MECHANICAL CODE

SECTION 15: Chapter 15.20.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.20.010. Adoption of Codes. A. There is hereby adopted as the city's mechanical code, except as provided in this chapter, that certain mechanical code known and designated as the Los Angeles County Mechanical Code, 2023 Edition (Title 29 of the Los Angeles County Code), which incorporates and amends the California Mechanical Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the mechanical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0054 as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 16: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0054 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0054.

SECTION 17: All violations of the provisions of the Los Angeles County Building Code, (2020 Edition), Los Angeles County Residential Code (2023 Edition), Los Angeles County Green Building Standards Code (2023 Edition), Los Angeles County Electrical Code (2023 Edition), Los Angeles County Plumbing Code, (2023 Edition), and Los Angeles County Mechanical Code (2023 Edition) adopted by the City shall be a misdemeanor and subject to the penalty provisions contained in Chapter 1.12 of the Irwindale Municipal Code.

SECTION 18: Full Force and Effect. Except as expressly amended herein, all other subsections of Chapter 15 of the Irwindale Municipal Code shall be unchanged and in full force and effect.

SECTION 19: Effective Date. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall, within 15 days after its final passage, cause the same to be published once in a newspaper of general circulation in the City of Irwindale, and this Ordinance shall take effect 30 days after its passage.

SECTION 20. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Irwindale hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED on the 11th day of January 2023.

Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF IRWINDALE)

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 764 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on December 14, 2022, and adopted on second reading at a duly noticed regular meeting of the City Council of the City of Irwindale held on January 11, 2023, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 764, adopted by the City Council of the City of Irwindale at its regular meeting held January 11, 2023 to be posted at the City Hall, Library, and Post Office on January 12, 2023.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

APPENDIX J GRADING

SECTION J101 GENERAL

J101.1 Scope.

The provisions of this Appendix apply to grading, excavation, and earthwork construction, including fills and embankments, and the control of runoff from graded sites, including erosion sediments and construction-related pollutants. This scope includes inert debris engineered fills placed under the auspices of Title 14 Section 17388 of the California Code of Regulations. The purpose of this Appendix is to safeguard life, limb, property, and the public welfare by regulating grading on property subject to this Code.

(Ord. 2019-0056 § 79, 2019.)

J101.2 Flood hazard areas.

Unless the applicant has submitted a hydrology and hydraulic analysis, prepared in accordance with standard engineering practice by a California licensed civil engineer, that demonstrates the proposed work will not result in any increase in the level of the base flood, grading, excavation and earthwork construction, including fills and embankments, shall not be permitted in floodways designated in Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code, or in floodways that are in flood hazard areas established in Section 1612.3, or in flood hazard areas where design flood elevations are specified but floodways have not been designated.

(Ord. 2019-0056 § 79, 2019.)

J101.3 General hazards.

Whenever the Building Official determines that any existing excavation, embankment, or fill on property subject to this Code has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the Building Official may give written notice thereof to the owner of the property upon which the excavation, embankment, or fill is located, or other person or agent in control of said property. Upon receipt of said notice, the owner or other person or agent in control of the property shall repair or eliminate such excavation, embankment, or fill so as to eliminate the hazard, in conformance with the requirements of this Code, within the period specified in said notice.

(Ord. 2019-0056 § 79, 2019.)

J101.4 Safety precautions.

If at any stage of the work the Building Official determines by inspection that further grading as authorized is likely to endanger any public or private property, or result in the deposition of debris on any public way, or interfere with any existing drainage course, the Building Official may order the work stopped by notice in writing served on any persons engaged in doing or causing such work to be done, and any such person shall immediately stop such work. The Building Official may authorize the work to proceed if the Building Official finds that adequate safety precautions can be taken or corrective measures incorporated in the work to avoid likelihood of such danger, deposition, or interference.

If the grading work as done has created or resulted in a hazardous condition, the Building Official shall give written notice requiring correction thereof as specified in Section J101 of this Code.

(Ord. 2019-0056 § 79, 2019.)

J101.5 Protection of utilities.

Both the permittee and the owner of the property on which the grading is performed shall be responsible for the prevention of damage to any public and/or private utilities or services.

(Ord. 2019-0056 § 79, 2019.)

J101.6 Protection of adjacent property.

Both the permittee and owner of the property on which the grading is performed shall be responsible for the prevention of damage to adjacent property. No person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without taking adequate measures to support and protect such property from settling, cracking, or other damage that might result from the proposed work. Any person performing any grading that involves imported or exported materials shall take special precautions, as approved by the Building Official, to prevent such materials from being deposited on adjacent properties, any public way, and/or any drainage course.

(Ord. 2019-0056 § 79, 2019.)

J101.7 Storm water control measures.

Both the permittee and the owner of the property on which the grading is performed shall put into effect and maintain all precautionary measures necessary to protect adjacent water courses and public or private property from damage by erosion, flooding, and deposition of mud, debris, and construction-related pollutants originating from the site during grading and related construction activities.

(Ord. 2019-0056 § 79, 2019.)

J101.8 Maintenance of protective devices and rodent control.

All drainage structures and other protective devices and all burrowing rodent control measures, as shown on the grading plans approved by the Building Official, shall be maintained in a good condition and, when necessary, promptly repaired by the permittee or the owner of the property on which grading has been performed or by any other person or agent in control of such property.

(Ord. 2019-0056 § 79, 2019.)

J101.9 Correlation with other sections.

The provisions of this Appendix are independent of the provisions of Chapter 99 of this Code relating to building and property rehabilitation. This Section may be applied even though the same facts have been used to determine that there is substandard property subject to the provisions of Chapter 99.

(Ord. 2019-0056 § 79, 2019.)

J101.10 Conditions of approval.

In granting any permit under this Code, the Building Official may include such conditions as may be reasonably necessary to prevent creation of a nuisance or hazard to public or private property. Such conditions may include, but shall not be limited to:

1. Improvement of any existing grading to comply with the standards of this Code.
2. Requirements for fencing of excavations or fills that would otherwise be hazardous.
3. Requirements for temporary excavations and shoring to be shown on plans.

(Ord. 2019-0056 § 79, 2019.)

J102.1 Definitions.

For the purposes of this Appendix, the terms, phrases, and words listed in this Section and their derivatives shall have the indicated meanings.

ABOVE-WATER INERT DEBRIS ENGINEERED FILL. A fill that contains inert debris and is placed above the groundwater table.

APPROVAL. When the proposed work or completed work conforms to this Appendix, as determined by and to the satisfaction of the Building Official.

AS-BUILT. See Section J105.12.

BACKFILL. Fill placed in a zone that had previously been excavated.

BEDROCK. The relatively solid, undisturbed rock in place either at the ground surface or beneath superficial deposits of alluvium, colluvium, and/or soil.

BENCH. A relatively level step excavated into earth material on which fill is to be placed.

BEST MANAGEMENT PRACTICE (BMP). Practices, prohibitions of practices, or other activities to reduce or eliminate the discharge of pollutants to surface waters. BMPs include structural and nonstructural controls, management practices, operation and maintenance procedures, and system, design, and engineering methods that are required to be employed in order to comply with the requirements of the National Pollution Discharge Elimination System (NPDES) permit issued to the County of Los Angeles (see Section 106.4.3 and Title 31 - Green Building Standards Code - of the Los Angeles County Code).

BORROW. Earth material acquired from an off-site location for use in grading on a site.

CIVIL ENGINEER. A professional engineer licensed in the State of California to practice in the field of civil works.

CIVIL ENGINEERING. The application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design, and construction of civil works.

COMPACTION. The densification of a fill by mechanical means.

CUT. See "Excavation."

DESILTING BASINS. Physical structures, constructed for the removal of sediments from surface water runoff.

DESIGN ENGINEER. The Civil Engineer responsible for the preparation of the grading plans for the site grading work.

DOWN DRAIN. A device for collecting water from a swale or ditch located on or above a slope, and safely delivering it to an approved drainage facility.

EARTH MATERIAL. Any rock, natural soil, or fill, or any combination thereof.

ENGINEERING GEOLOGIST. A geologist experienced and knowledgeable in engineering geology, holding a license as a geologist in the specialty of engineering geology issued by the State of California under the applicable provisions of the Geologist and Geophysicist Act of the Business and Professions Code.

ENGINEERING GEOLOGY. The application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

EROSION. The wearing away of the ground surface as a result of the movement of wind, water, or ice.

EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FIELD ENGINEER. The Civil Engineer responsible for performing the functions as set forth in Section J105.3.

FILL. Deposition of earth materials by artificial means.

FILL AND OPERATIONS PLAN. Combined engineering plans and geotechnical reports representing the overall conceptual and general planning for the initiation through completion of reclamation of open-pit mines for both underwater and above-water backfills.

GEOTECHNICAL ENGINEER. See "Soils Engineer".

GEOTECHNICAL HAZARD. An adverse condition due to landslide, settlement, and/or slippage. These hazards include, but are not limited to, loose debris, slopewash, and mud flows from natural or graded slopes.

GRADE. The vertical location of the ground surface.

GRADE, EXISTING. The grade prior to grading.

GRADE, FINAL. See Section J105.7.

GRADE, FINISHED. The grade of the site at the conclusion of all grading efforts.

GRADE, INITIAL. See Section J105.7.

GRADE, ROUGH. See Section J105.7.

GRADING. An excavation or fill or combination thereof.

GRADING PERMIT FOR MINE RECLAMATION BACKFILL. A permit, issued to backfills of open-pit mines for all active SMARA pits.

INERT DEBRIS ENGINEERED FILL. An engineered fill that contains concrete, broken concrete, tile, masonry brick or block, concrete block, rock, sand, gravel, stone, clay, clay products, ceramics, soils, stucco, fine silt wet or dry, and materials encased in concrete, asphaltic concrete, crushed glass, and other similar materials. These fill materials are typically generated as waste products from construction and demolition operations.

KEY. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

LANDSCAPE ARCHITECT. A person who holds a certificate to practice landscape architecture in the State of California under the applicable landscape architecture provisions of Division 3, Chapter 3.5, of the Business and Professions Code.

LINE. The horizontal location of the ground surface.

MINE RECLAMATION BACKFILL. A backfill placed in a former open-pit mine for the purpose of reclaiming the site to support future structures.

MINING. The operations associated with the excavation and processing of natural soil and rock and permitted under the California Surface Mining and Reclamation Act of 1975 (SMARA).

PERMITTEE. See Section J105.6.

PRIVATE SEWAGE DISPOSAL SYSTEM. A septic tank with effluent discharging into a subsurface disposal field, into one or more seepage pits, or into a combination of a subsurface disposal field and a seepage pit or of such other facilities as may be permitted in accordance with the procedures and requirements set forth in Title 28 - Plumbing Code - of the Los Angeles County Code and as required by the Los Angeles County Department of Public Health.

PROJECT CONSULTANTS. The professional consultants required by this Code, which may consist of the Design Engineer, Field Engineer, Soils Engineer, Engineering Geologist, and Landscape Architect as applicable to this Appendix.

PROFESSIONAL INSPECTION. The inspection required by this Code to be performed by the Project Consultants. Such inspections shall be sufficient to form an opinion relating to the conduct of the work.

QSD. Qualified SWPPP Developer as defined in the California State Construction General Permit.

QSP. Qualified SWPPP Practitioner as defined in the California State Construction General Permit.

SETTLEMENT BULLETIN. Irwindale Mining Bulletin No.1, Settlement of Mine Backfills, November 22, 2022

SMARA. California Surface Mining And Reclamation Act of 1975.

SITE. A lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

SLOPE. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

SOIL. Naturally occurring superficial deposits overlying parent bedrock.

SOILS ENGINEER (GEOTECHNICAL ENGINEER). A licensed civil engineer experienced and knowledgeable in the practice of soils engineering.

SOILS ENGINEERING (GEOTECHNICAL ENGINEERING). The application of the principles of soils mechanics in the investigation, evaluation, and design of civil works involving the use of earth materials and the inspection or testing of construction thereof.

STOCKPILING. Placement of fill for temporary storage purposes.

STORM DRAIN SYSTEM. A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, and man-made channels, designed or used for collecting and conveying storm water.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A site drawing with details, notes, and related documents that identify the measures proposed by the permittee to: (1) control erosion and prevent sediment and construction-related pollutants from being carried offsite by storm water, and (2) prevent non-storm-water discharges from entering the storm drain system.

SURFACE DRAINAGE. Flows over the ground surface.

SOIL TESTING AGENCY. An agency regularly engaged in the testing of soils and rock under the direction of a Civil Engineer experienced in soil testing.

TERRACE. A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes.

UNDERWATER ENGINEERED FILL: An engineered fill placed below the free water level, such as in a groundwater lake located at the bottom of an open-pit mine.

(Ord. 2019-0056 § 80, 2019.)

SECTION J103 PERMITS REQUIRED

J103.1 Permits required.

Except as exempted in Section J103.2, grading shall not be performed without first having obtained a permit from the Building Official. A grading permit does not include the construction of retaining walls or other structures. A separate permit shall be obtained for each site and may cover both excavations and fills. Any engineered grading as described in Section J104.2.3 shall be performed by a contractor licensed by the State of California to perform the work described hereon. Regular grading less than 5,000 cubic yards may require a licensed contractor if the Building Official determines that special conditions or hazards exist.

Mine reclamation backfills shall be permitted under the special provisions of a mine reclamation backfill permit. The plan check and permit fee for this grading permit for mine reclamation fills will be subject to a fee schedule adopted and approved by the City Council.

(Ord. 2019-0056 § 81, 2019.)

J103.2 Exemptions.

A grading permit shall not be required for the following:

1. When approved by the Building Official, grading in an isolated, self-contained area, provided that the public is not endangered and that such grading will not adversely affect adjoining properties or public rights of way.
2. Excavation for construction of a structure permitted under this code.
3. Cemetery graves.
4. Refuse disposal sites, controlled by other regulations.
5. Excavations for wells, or trenches for utilities.
6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate, or clay, and related mining operations, provided such operations are conducted under the auspices of an approved conditional use permit and reclamation plan issued by the City of Irwindale.
7. Exploratory excavations performed under the direction of a Geotechnical Engineer or Engineering Geologist. This shall not exempt grading of access roads or pads created for exploratory excavations. Exploratory excavations must not create a hazardous condition to adjacent properties or the public in accordance with Section J101.3. A restoration plan must be provided and approved by the Building Official for all grading of access roads or pads. Restoration shall be completed within 90 days after the completion of soils testing unless otherwise approved by the Building Official.
8. An excavation that does not exceed 50 cubic yards (38.3 m³) and complies with one of the following conditions and as shown in Figure J103.2:
 - (a) Is less than 2 feet (0.6 m) in depth.

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- (b) Does not create a cut slope greater than 5 feet (1.5 m) measured vertically upward from the cut surface to the surface of the natural grade and is not steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
9. A fill not intended to support a structure that does not obstruct a drainage course and complies with one of the following conditions and as shown in Figure J103.2:
- (a) Is less than 1 foot (0.3 m) in depth and is placed on natural terrain with a slope flatter than 5 units horizontal to 1 unit vertical (20 percent slope).
 - (b) Is less than 3 feet (0.9 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 50 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
 - (c) Is less than 5 feet (1.5 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 20 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

(Ord. 2019-0056 § 81, 2019.)

J103.3 Unpermitted grading.

A person shall not own, use, occupy, or maintain any site containing unpermitted grading. For the purposes of this Code, unpermitted grading shall be defined as either of the following:

- (1) Grading that was performed, at any point in time, without the required permit(s) having first been obtained from the Building Official, pursuant to Section J103.1; or
- (2) Grading for which a permit was obtained pursuant to this Section, but which was not completed, pursuant to Section J105, prior to the expiration of the permit, pursuant to Section 106.5.4.

Any fill placed without a grading permit, including those exempted by Section J103.2, is considered to be uncertified and not suitable for structural support. No building permits will be issued for structures on such fills, and such fills cannot subsequently be accepted under Sections 104.2.7, 104.2.8, or J112 of this Code. All such fills must be removed and recompact or otherwise remediated under the auspices of a grading permit before any building permits can be issued.

Exception: The Building Official may accept unpermitted fills that consist entirely of hydraulically-placed waste materials generated from an aggregate processing operation if the Permittee submits a geotechnical investigation that assesses the extent and engineering characteristics of such a fill, along with a remediation plan

(Ord. 2019-0056 § 81, 2019.)

J103.4 Availability of permit at site.

No person shall perform any grading that requires a permit under this Appendix unless a copy of the grading permit and approved grading plans are in the possession of a responsible person and available at the site for the Building Official's reference.

(Ord. 2019-0056 § 81, 2019.)

J103.5 Grading fees.

Fees shall be assessed in accordance with the provisions of this Section. The amount of the fees shall be as specified in Section 107.

1. Plan Review Fees. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Separate plan review fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code. For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.
2. Permit Fees. A fee for each grading permit shall be paid to the Building Official at the time of issuance of the permit. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code.
3. Site Inspection Fee. When the Building Official finds that a visual inspection of the site is necessary to establish drainage requirements for the protection of property, existing buildings, or the proposed construction, a site inspection shall be made during plan check of grading plans. A fee for such inspection shall be paid to the Building Official at the time of submitting plans and specifications for review.

(Ord. 2019-0056 § 81, 2019.)

J103.6 Compliance with zoning code.

The Building Official may refuse to issue a grading permit for work on a site if either the proposed grading or the proposed land use for the site shown on the grading plan application does not comply with the provisions of Title 17 of the City of Irwindale Municipal Code.

(Ord. 2019-0056 § 81, 2019.)

J103.7 Grading security.

J103.7.1 Scope and purpose.

The Building Official may require a permittee or the owner(s) of the property on which the grading is proposed to occur to provide security, as a condition of the issuance of a grading permit for any grading involving more than 1,000 cubic yards (764.6 m³). Where unusual conditions or special hazards exist, the Building Official may require security for grading involving less than 1,000 cubic yards (764.6 m³). The purpose of the security shall be to guarantee the permittee's obligation to mitigate any hazardous conditions, including flood and geotechnical hazards, that may be created if the grading is not completed in accordance with the approved plans and specifications, and to complete any work that the Building Official determines is necessary to bring the property into compliance with this Appendix.

Security required by this Section may include incidental off-site grading on property contiguous with the site to be developed, provided written consent of the owner of such contiguous property is filed with the Building Official.

The Building Official may waive the requirements for security for the following:

1. Grading being done by or for a governmental agency.

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2. Grading necessary to remove a geotechnical hazard, where such work is covered by an agreement and security is posted pursuant to the City of Irwindale "Subdivision Ordinance" or to the provisions of Title 21 - Subdivisions - of the Los Angeles County Code.
 3. Grading on a site, not exceeding a slope of three units horizontal to one unit vertical, provided such grading as determined by the Building Official will not affect drainage from or to adjacent properties.
 4. Filling of holes or depressions, provided such grading will not affect the drainage from or to adjacent properties.
 5. Mine reclamation backfills placed under the auspices of a Reclamation Plan approved by the City of Irwindale, providing that there is sufficient SMARA approved financial assurances posted for such reclamation.

(Ord. 2019-0056 § 81, 2019.)

J103.7.2 Form of security.

The security referred to in Section J103.7.1 shall be in one of the following forms:

1. A bond furnished by a corporate surety authorized to do business in this state.
2. Cash.
3. Savings and loan certificates or shares deposited and assigned to the City of Irwindale or to the County as provided in Chapter 4.36 of Title 4 - Revenue and Finance - of the Los Angeles County Code, if the County of Los Angeles is acting as the authorized representative of the City of Irwindale.
4. An instrument of credit from a financial institution subject to regulation by the state or federal government and pledging that funds in the amount required by the Building Official are on deposit and guaranteed for payment, or a letter of credit is issued by such a financial institution.

(Ord. 2019-0056 § 81, 2019.)

J103.7.3 Amount of security.

The amount of security shall be based on the number of cubic yards of material in either excavation or fill, whichever is greater, and the cost of all drainage or other protective devices or work necessary to eliminate potential flooding and geotechnical hazards. That portion of the security valuation based on the volume of material in either excavation or fill shall be computed as follows:

100,000 cubic yards or less - 50 percent of the estimated cost of grading work.

Over 100,000 cubic yards - 50 percent of the cost of the first 100,000 cubic yards plus 25 percent of the estimated cost of that portion in excess of 100,000 cubic yards.

When the rough grading has been completed in conformance with the requirements of this Code, the Building Official may, at his or her discretion, consent to a proportionate reduction of the security to an amount estimated to be adequate to ensure completion of the grading work, site development, or planting remaining to be performed. The costs referred to in this Section shall be as estimated by the Building Official.

(Ord. 2019-0056 § 81, 2019.)

J103.7.4 Conditions.

All security shall include the conditions that the principal shall:

1. Comply with all of the provisions of this Code, applicable laws, and ordinances;
2. Comply with all of the terms and conditions of the grading permit, and
3. Complete all of the work authorized by the permit.

(Ord. 2019-0056 § 81, 2019.)

J103.7.5 Term of security.

The term of each security shall begin upon the filing with the Building Official, and the security shall remain in effect until the work authorized by the grading permit is completed and approved by the Building Official.

(Ord. 2019-0056 § 81, 2019.)

J103.7.6 Default procedures.

In the event any grading for which a permit has been issued is not completed in accordance with the approved plans and specifications for said work or with all terms and conditions of the grading permit, the Building Official may declare that a default has occurred. The Building Official shall give notice thereof to the principal and surety or financial institution executing the security, or to the owner in the case of a cash bond or assignment.

The Building Official may thereafter determine the work that is necessary to mitigate any hazardous or unsafe conditions on the site and cause such work to be performed.

Where the security consists of a bond or instrument of credit, the surety or financial institution executing the security shall be responsible for the payment of all costs and expenses incurred by the Building Official in causing such work to be performed, up to the full amount of the security. In the case of cash security or assignment, the Building Official may pay all costs and expenses incurred in causing such work to be performed from the funds deposited and return any unused portion of such deposit or funds to the person making said deposit or assignment.

(Ord. 2019-0056 § 81, 2019.)

J103.7.7 Right of entry.

The Building Official or the authorized representative of any surety company or financial institution furnishing the security shall have access to the premises described in the permit for the purpose of inspecting the work.

In the event of default, as described in Section J103.7.6, the surety or financial institution furnishing the security, or the Building Official, or any person employed or engaged on the behalf of any of these parties, shall have the right to go upon the premises to perform the mitigation work, as described in Section J103.7.6.

Neither the permittee, owner, or any other person shall interfere with or obstruct the ingress into or egress from any such premises of any authorized representative of the surety or financial institution executing the security or the Building Official engaged to perform the mitigation work, as described in Section J103.7.6.

(Ord. 2019-0056 § 81, 2019.)

EXCAVATIONS		FILLS	
AN EXCAVATION WHICH IS LESS THAN 2 FT IN DEPTH AND DOES NOT EXCEED 50CY		FILL PLACED ON NATURAL GRADE NOT STEEPER THAN 5:1 AND LESS THAN 1FT DEEP	
	AN EXCAVATION WHICH CREATES A CUT SLOPE NOT GREATER THAN 5FT IN HEIGHT, NOT STEEPER THAN 2:1, AND DOES NOT EXCEED 50CY	FILL LESS THAN 3FT DEEP AT ITS DEEPEST POINT THAT DOES NOT EXCEED 50CY	
		FILL LESS THAN 5FT DEEP AT ITS DEEPEST POINT THAT DOES NOT EXCEED 20CY	

FIGURE J103.2
GRADING EXEMPTION CASES

(Ord. 2019-0056 § 82, 2019.)

SECTION J104 PERMIT APPLICATION AND SUBMITTALS

J104.1 Submittal requirements.

In addition to the provisions of Section 106.4, the applicant shall state the following:

1. The estimated quantities of excavation, fill, borrow, removal, or combination thereof.
2. The proposed land use for the site on which the grading is to be performed.

(Ord. 2019-0056 § 83, 2019.)

J104.2 Site plan requirements.

In addition to the provisions of Section 106, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this Code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this Code.

As with the Grading Permit for Mine Reclamation Fills, the applicant shall prepare a Backfilling and Operation Plan for the both Underwater and/or Above-Water Fill operations in accordance with the City's Guidelines for each respective fill operations. Also required as part of this Backfilling and Operation Plan submittal package is a complete site specific geotechnical evaluation report prepared in accordance with City's Guidelines For Above-water Backfilling of Open Pit Mines or the Guidelines for Underwater Backfilling For Open-Pit Mines.

(Ord. 2019-0056 § 83, 2019.)

J104.2.1 Grading designation.

1. Grading above the groundwater table of natural soils involving less than 5,000 cubic yards (3825 m³) and that will not support any structure shall be designated "regular grading" unless the permittee chooses to have the grading be designated as engineered grading, or the Building Official determines that, due to the existence of special conditions or unusual hazards, the grading should be designated as engineered

-
- grading.
2. Grading above the groundwater table using natural soils in excess of 5,000 cubic yards (3825 m³) or that involving less than 5,000 cubic yards (3825 m³) which is proposed to support any structure shall be designated as "engineered grading." All engineered grading shall be performed in accordance with an approved grading plan and specifications prepared by a civil engineer, unless otherwise required by the Building Official.
 3. Grading involving placement of inert debris fill above the groundwater table shall be designated as an "above-water inert debris engineered fill". These include, but are not limited to, all above-water inert debris engineered fills placed under the auspices of Title 14, Section 17388 of the California Code of Regulations.

4. Grading involving placement of fill below the groundwater table using any materials shall be designated as an "underwater engineered fill". These include, but are not limited to, all underwater inert debris engineered fills placed under the auspices of Title 14, Section 17388 of the California Code of Regulations. .

(Ord. 2019-0056 § 83, 2019.)

J104.2.2 Regular grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a regular grading permit shall be accompanied by plans of sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner, and the name of the person who prepared the plan. The plan shall include the following information:

1. General vicinity of the proposed site.
2. Limits and depths of cut and fill.
3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (4.6 m) of the proposed grading.
4. Contours, flow areas, elevations, or slopes that define existing and proposed drainage patterns.
5. Storm water mitigation measures in accordance with the requirements of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.
6. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.
7. Location of all recorded floodways as established by Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code.
8. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

(Ord. 2019-0056 § 83, 2019.)

J104.2.3 Engineered grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a permit for engineered grading shall be accompanied by plans and specifications, and supporting data consisting of a geotechnical report and engineering geology report.

Specifications shall contain information covering construction and material requirements. Plans shall be drawn to scale on paper and shall be of sufficient clarity to indicate the nature and extent of the work proposed

and shall show in detail that the proposed work will conform to the provisions of this Code and all relevant laws, ordinances, rules, and regulations. The first sheet of the plans shall depict the location of the proposed work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include or be accompanied by the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations, or finish contours to be achieved by the grading, proposed drainage channels, and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as a part of, the proposed work. A map showing the drainage area and the estimated runoff of the area served by any drains shall also be provided.
5. Location of any existing or proposed buildings or structures located on the property on which the work is to be performed and the location of any buildings or structures on adjacent properties that are within 15 feet (4.6 m) of the property or that may be affected by the proposed grading operations.
6. Recommendations in the geotechnical report and the engineering geology report shall be incorporated into the grading plans or specifications. When approved by the Building Official, specific recommendations contained in the soils engineering report and the engineering geology report, that are applicable to grading, may be included by reference.
7. The dates of the geotechnical and engineering geology reports together with the names, addresses, and phone numbers of the firms or individuals who prepared the reports.
8. A statement of the quantities of material to be excavated and/or filled. Earthwork quantities shall include quantities for geotechnical and geological remediation. In addition, a statement of the quantities of material to be imported or exported from the site.
9. A statement of the estimated starting and completion dates for proposed work.
10. A statement signed by the owner, acknowledging that a Design Engineer, Field Engineer, Geotechnical Engineer, and Engineering Geologist, when appropriate, will be employed to perform the services required by this Code, when the Building Official requires that such professional persons be so employed. These acknowledgments shall be on a form furnished by the Building Official.
11. Storm water mitigation measures are required to be shown on the grading plan in accordance with the requirement of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.
12. A drainage plan for those portions of property proposed to be utilized as a building site (building pad), including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs, and fences that may affect drainage.
13. Location and type of any proposed private sewage disposal system, including the location of the expansion area.
14. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.
15. Location of all recorded floodways as established by Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code.
16. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

(Ord. 2019-0056 § 83, 2019.)

J104.2.4 Above-Water Inert Debris Engineered Fill Requirements.

All above-water inert debris engineered fills shall be designed, permitted, and constructed in accordance with the *Guidelines for Above-Water Backfilling of Open Pit Mines, Irwindale, California, and Irwindale Mining Bulletin No.1, Settlement of Mine Backfills*. If specific provisions of these Guidelines conflict with any other provisions of this Appendix, the Guidelines shall govern.

J104.2.5 Underwater Engineered Fill Requirements.

All underwater fills shall be designed, permitted, and constructed in accordance with the *Guidelines for Underwater Backfilling of Open Pit Mines, Irwindale, California, and Irwindale Mining Bulletin No.1, Settlement of Mine Backfills*. If specific provisions of these Guidelines conflict with any other provisions of this Appendix, the Guidelines shall govern.

J104.3 Geotechnical and engineering geology reports.

The geotechnical report required by Section J104.2.3 shall include data regarding the nature, distribution, and strength of existing soils, conclusions, and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading as affected by geotechnical factors, including the stability of slopes. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

The engineering geology report required by Section J104.2.3 shall include an adequate description of the geology of the site, conclusions, and recommendations regarding the effect of geologic conditions on the proposed development, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors. The engineering geology report shall include a geologic map and cross sections utilizing the most recent grading plan as a base. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

Exception: A geotechnical or engineering geology report is not required where the Building Official determines that the nature of the work applied for is such that a report is not necessary.

(Ord. 2019-0056 § 83, 2019.)

J104.4 Liquefaction study.

For sites with mapped maximum considered earthquake spectral response accelerations at short periods (S_s) greater than 0.5g as determined by Section 1613, a study of the liquefaction potential of the site shall be provided and the recommendations incorporated in the plans. A geotechnical investigation will be required when the proposed work is a "Project" as defined in California Public Resources Code section 2693, and is located in an area designated as a "Seismic Hazard Zone" as defined in section 3722 of Title 14 of the California Code of Regulations and on Seismic Hazard Zone Maps issued by the State Geologist under Public Resources Code section 2696.

Exception: A liquefaction study is not required where the Building Official determines from established local data that the liquefaction potential is low.

(Ord. 2019-0056 § 83, 2019.)

SECTION J105 INSPECTIONS

J105.1 General.

Grading inspections shall be governed by Section 108 and as indicated herein. Grading operations for which a permit is required shall be subject to inspection by the Building Official. In addition, professional inspection of grading operations shall be performed by the Field Engineer, the Geotechnical Engineer, and the Engineering Geologist retained to provide such services in accordance with this Section for engineered grading and as required by the Building Official for regular grading.

Grading inspections for above-water inert debris engineered fills and underwater engineered fills shall be in accordance with the *Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California*, or the *Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California*, respectively.

(Ord. 2019-0056 § 84, 2019.)

J105.2 Special and supplemental inspections.

The special inspection requirements of Section 1705.6 shall apply to work performed under a grading permit where required by the Building Official. In addition to the called inspections specified in Section J105.7, the Building Official may make such other inspections as may be deemed necessary to determine that the work is being performed in conformance with the requirements of this Code. The Building Official may require investigations and reports by an approved soil testing agency, Geotechnical Engineer and/or Engineering Geologist, and Field Engineer. Inspection reports shall be provided when requested in writing by the Building Official.

The Building Official may require continuous inspection of drainage devices by the Field Engineer in accordance with this Section when the Building Official determines that the drainage devices are necessary for the protection of the structures in accordance with Section 110.

(Ord. 2019-0056 § 84, 2019.)

J105.3 Field engineer.

The Field Engineer shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, oversee and coordinate all field surveys, set grade stakes, and provide site inspections during grading operations to ensure the site is graded in accordance with the approved grading plan and the appropriate requirements of this Code. During site grading, and at the completion of both rough grading and final grading, the Field Engineer shall submit statements and reports as required by Sections J105.11 and J105.12. If revised grading plans are required during the course of the work, they shall be prepared by a Civil Engineer and approved by the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.4 Geotechnical engineer.

The Geotechnical Engineer shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The Geotechnical Engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this Appendix. If conditions differing

from the approved geotechnical engineering and engineering geology reports are encountered during grading, the Geotechnical Engineer shall provide revised recommendations to the permittee, the Building Official, and the Field Engineer.

(Ord. 2019-0056 § 84, 2019.)

J105.5 Engineering geologist.

The Engineering Geologist shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. If conditions differing from the approved engineering geology report are encountered, the Engineering Geologist shall provide revised recommendations to the Geotechnical Engineer.

(Ord. 2019-0056 § 84, 2019.)

J105.6 Permittee.

The permittee shall be responsible for ensuring that the grading is performed in accordance with the approved plans and specifications and in conformance with the provisions of this Code. The permittee shall engage project consultants, if required under the provisions of this Code, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the project consultants, the contractor, and the Building Official. In the event of changed conditions, the permittee shall be responsible for informing the Building Official of such change and shall provide revised plans for approval.

(Ord. 2019-0056 § 84, 2019.)

J105.7 Required inspections.

The permittee shall call for an inspection by the Building Official at the following various stages of work and shall obtain the approval of the Building Official prior to proceeding to the next stage of work:

Pre-grade. Before any construction or grading activities occur at the site. Permittee shall schedule a pre-grade inspection with the Building Official. The permittee shall ensure that all project consultants are present at the pre-grade inspection.

Initial grade. When the site has been cleared of vegetation and unapproved fill, and has been scarified, benched, or otherwise prepared for fill. No fill shall have been placed prior to this inspection.

Rough grade. When approximate final elevations have been established, drainage terraces, swales, and other drainage devices necessary for the protection of the building sites from flooding have been installed, berms have been installed at the top of the slopes, and the statements required by Section J105.12 have been received.

Final grade. When grading has been completed, all drainage devices necessary to drain the building pad have been installed, slope planting has been established, irrigation systems have been installed, and the as-built plans and required statements and reports have been submitted.

(Ord. 2019-0056 § 84, 2019.)

J105.8 Notification of noncompliance.

If, in the course of fulfilling their respective duties under this Appendix, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist determines that the work is not being done in conformance with this Appendix or the approved grading plans, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist shall immediately report, in writing, the discrepancies and the recommended corrective measures to the permittee and to the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.9 Transfer of responsibility.

If the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist of record is changed at any time after the grading plans required pursuant to Section J104.2.2 or J104.2.3 have been approved by the Building Official, the permittee shall immediately provide written notice of such change to the Building Official. The Building Official may stop the grading from commencing or continuing until the permittee has identified a replacement and the replacement has agreed in writing to assume responsibility for those parts of the grading project that are within the replacement's area of technical competence.

For mine reclamation backfills, if the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist of record is changed at any time after the grading has commenced, the Permittee shall stop grading and notify the Building Official in writing within 48 hours. The Permittee shall not commence any grading until a replacement has been approved by the Building Official and the replacement has agreed in writing to assume responsibility,

(Ord. 2019-0056 § 84, 2019.)

J105.10 Non-inspected grading.

No person shall own, use, occupy, or maintain any non-inspected grading. For the purposes of this Code, non-inspected grading shall be defined as any grading for which a grading permit was first obtained, pursuant to Section J103, above, but which has progressed beyond any point requiring inspection and approval by the Building Official without such inspection and approval having been obtained.

(Ord. 2019-0056 § 84, 2019.)

J105.11 Routine field inspections and reports.

Unless otherwise directed by the Building Official, the Field Engineer for all engineered grading projects shall prepare routine inspection reports and shall file these reports with the Building Official as follows:

1. Bi-weekly during all times when grading of 400 cubic yards or more per week is occurring on the site;
2. Monthly, at all other times; and
3. At any time when requested in writing by the Building Official.

Such reports shall certify to the Building Official that the Field Engineer has inspected the grading site and related activities and has found them in compliance with the approved grading plans and specifications, this Code, all grading permit conditions, and all other applicable ordinances and requirements. The reports shall conform to a standard "Report of Grading Activities" form, which shall be provided by the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.11.1 Above-Water Inert Debris Fills and Underwater Fills.

Unless otherwise directed by the Building Official, reports for above-water inert debris fills and for underwater fills shall be in accordance with the Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California, or the Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California, respectively.

J105.12 Completion of work.

Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is otherwise required by the Building Official:

1. An "as-built" grading plan prepared by the Field Engineer retained to provide such services in accordance with Section J105.3 showing all plan revisions as approved by the Building Official. This shall include original ground surface elevations, as-built ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and the outlets of subsurface drains. As-built locations, elevations, and details of subsurface drains shall be shown as reported by the Geotechnical Engineer.

The as-built grading plan shall be accompanied by a certification by the Field Engineer that to the best of his or her knowledge, the work within the Field Engineer's area of responsibility was done in accordance with the final approved grading plan.

2. A report prepared by the Geotechnical Engineer retained to provide such services in accordance with Section J105.4, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the approved geotechnical engineering investigation report. The report shall include a certification by the Geotechnical Engineer that, to the best of his or her knowledge, the work within the Geotechnical Engineer's area of responsibility is in accordance with the approved geotechnical engineering report and applicable provisions of this Appendix. The report shall contain a finding regarding the safety of the completed grading and any proposed structures against hazard from landslide, settlement, or slippage.
3. A report prepared by the Engineering Geologist retained to provide such services in accordance with Section J105.5, including a final description of the geology of the site and any new information disclosed during the grading and the effect of such new information, if any, on the recommendations incorporated in the approved grading plan. The report shall contain a certification by the Engineering Geologist that, to the best of his or her knowledge, the work within the Engineering Geologist's area of responsibility is in accordance with the approved engineering geology report and applicable provisions of this Appendix. The report shall contain a finding regarding the safety of the completed grading and any proposed structures against hazard from landslide, settlement, or slippage. The report shall contain a final as-built geologic map and cross-sections depicting all the information collected prior to and during grading.
4. The grading contractor shall certify, on a form prescribed by the Building Official, that the grading conforms to said as-built plan and the approved specifications.
5. When a landscape permit is required by Section 490.1 of the California Department of Water Resources Model Water Efficient Landscape Ordinance, the Landscape Architect shall certify on a form prescribed by the Building Official that the landscaping conforms to approved landscape plans and specifications.

(Ord. 2019-0056 § 84, 2019.)

J105.13 Notification of completion.

The permittee shall notify the Building Official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures, have been completed in accordance with the final approved grading plan, and all required reports have been submitted and approved.

Upon completion of the requirements of Section J105.12 and J105.13 to the satisfaction of the Building Official, all fills placed during the permitted grading are considered to be certified.

(Ord. 2019-0056 § 84, 2019.)

J105.14 Change of ownership.

Unless otherwise required by the Building Official, when a grading permit has been issued on a site and the owner sells the property prior to final grading approval, the new property owner shall be required to obtain a new grading permit.

(Ord. 2019-0056 § 84, 2019.)

SECTION J106 EXCAVATIONS

J106.1 Maximum cut slope.

The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be not more than one unit vertical in two units horizontal (50 percent slope) unless the owner or the owner's authorized agent furnishes a geotechnical or an engineering geology report, or both, justifying a steeper slope. The reports must contain a statement by the Geotechnical Engineer or Engineering Geologist that the site was investigated and an opinion that a steeper slope will be stable and will not create a hazard to public or private property, in conformance with the requirements of Section 111. The Building Official may require the slope of the cut surfaces to be flatter in slope than 2 units horizontal to 1 unit vertical if the Building Official finds it necessary for the stability and safety of the slope.

Exception: A cut surface shall be permitted to be at a slope of 1.5 units horizontal to one unit vertical (67 percent slope) provided that all of the following are met:

1. It is not intended to support structures or surcharges.
2. It is adequately protected against erosion.
3. It is no more than 8 feet (2438 mm) in height.
4. It is approved by the Building Official.
5. Ground water is not encountered.

(Ord. 2019-0056 § 85, 2019.)

SECTION J107 FILLS

J107.1 General.

Unless otherwise recommended in the geotechnical report, fills shall comply with the provisions of this Section.

Exception:

1. The Building Official may permit a deviation from the provisions of this Appendix for minor fills not intended to support structures, where no geotechnical report has been prepared.
2. Above-water inert debris engineered fills and underwater engineered fills are exempt from the provisions of Section J107 and shall be placed as described in the *Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California*, or the *Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California*, respectively.

(Ord. 2019-0056 § 86, 2019.)

J107.2 Surface Preparation.

Fill slopes shall not be constructed on natural slopes steeper than 2 units horizontal to 1 unit vertical (50 percent slope). The ground surface shall be prepared to receive fill by removing vegetation, topsoil, and other unsuitable materials (including any existing fill that does not meet the requirements of this Appendix), and scarifying the ground to provide a bond with the fill material.

Subdrains shall be provided under all fills placed in natural drainage courses and in other locations where seepage is evident, except where the Geotechnical Engineer or Engineering Geologist recommends otherwise. Such sub-drainage systems shall be of a material and design approved by the Geotechnical Engineer and acceptable to the Building Official. The Geotechnical Engineer shall provide continuous inspection during the process of subdrain installations. The location of the subdrains shall be shown on a plan prepared by the Geotechnical Engineer. Excavations for the subdrains shall be inspected by the Engineering Geologist when such subdrains are included in the recommendations of the Engineering Geologist.

(Ord. 2019-0056 § 86, 2019.)

J107.3 Benching.

Where existing grade is at a slope steeper than one unit vertical in five units horizontal (20 percent slope) and the depth of the fill exceeds 5 feet (1524 mm), benching shall be provided into sound bedrock or other competent material as determined by the Geotechnical Engineer in accordance with Figure J107.3, or as determined by the Geotechnical Engineer. When fill is to be placed over a cut, a key shall be provided that is not less than 10 feet (3048 mm) in width and 2 feet (610 mm) in depth. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be constructed thereon. The Geotechnical Engineer or Engineering Geologist, or both, shall inspect and approve the cut as being suitable for the foundation and placement of fill material before any fill material is placed on the excavation.

(Ord. 2019-0056 § 86, 2019.)

J107.4 Fill material.

Fill material shall not include organic, frozen, or other deleterious materials. Rock or similar irreducible material greater than 12 inches (305 mm) in any dimension shall not be included in fills.

Exception: The Building Official may permit placement of larger rock when the Geotechnical Engineer properly devises and recommends a method of placement, and continuously inspects the placement and approves the fill stability. The following requirements shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
2. Rock sizes greater than 12 inches (0.3 m) in maximum dimension shall be 10 feet (3.0 m) or more below grade, measured vertically.
3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.
4. The reports submitted by the Geotechnical Engineer shall acknowledge the placement of the oversized material and whether the work was performed in accordance with the engineer's recommendations and the approved plans.
5. The location of oversized rock dispersal areas shall be shown on the as-built plan.

(Ord. 2019-0056 § 86, 2019.)

J107.5 Compaction.

All fill material shall be compacted to a minimum of 90 percent of maximum density as determined by ASTM D1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth within 40 feet (12.2 m) below finished grade and 93 percent of maximum dry density deeper than 40 feet (12.2 m) below finished grade, unless a lower relative compaction (not less than 90 percent of maximum dry density) is justified by the Geotechnical Engineer and approved by the Building Official. Where ASTM D1557, Modified Proctor, is not applicable, a test acceptable to the Building Official shall be used.

Field density shall be determined by a method acceptable to the Building Official. However, not less than ten percent of the required density tests, uniformly distributed, shall be obtained by the Sand Cone Method.

Fill slopes steeper than 2 units horizontal to 1 unit vertical (50-percent slope) shall be constructed by the placement of soil a sufficient distance beyond the proposed finish slope to allow compaction equipment to operate at the outer surface limits of the final slope surface. The excess fill is to be removed prior to completion or rough grading. Other construction procedures may be utilized when it is first shown to the satisfaction of the Building Official that the angle of slope, construction method, and other factors will comply with the intent of this Section.

(Ord. 2019-0056 § 86, 2019.)

J107.6 Maximum slope.

The slope of fill surfaces shall be not steeper than is safe for the intended use. Fill slopes steeper than one unit vertical in two units horizontal (50-percent slope) shall be justified by geotechnical reports conforming to the requirements of Section 111, containing a statement by the Geotechnical Engineer that the site has been investigated and an opinion that a steeper fill slope will be stable and will not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the Building Official determines that such information is necessary to verify the stability and safety of the proposed slope. The Building Official may require the fill slope to be constructed with a face flatter in slope than 2 units horizontal to 1 unit vertical (50-percent slope) if the Building Official finds it necessary for stability and safety of the slope.

(Ord. 2019-0056 § 86, 2019.)

J107.7 Slopes to receive fill.

Where fill is to be placed above the top of an existing slope steeper than 3 units horizontal to 1 unit vertical (33-percent slope), the toe of the fill shall be set back from the top edge of the existing slope a minimum distance of 6 feet (1.8 m) measured horizontally or such other distance as may be specifically recommended by a Geotechnical Engineer or Engineering Geologist and approved by the Building Official.

(Ord. 2019-0056 § 86, 2019.)

J107.8 Inspection of fill.

For engineered grading, the Geotechnical Engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to ensure that the work is performed in accordance with the conditions of plan approval and the appropriate requirements of this Appendix. In addition to the above, the Geotechnical Engineer shall provide continuous inspection during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet (9.1 m) or result in a slope surface steeper than 2 units horizontal to 1 unit vertical (50-percent slope).

(Ord. 2019-0056 § 86, 2019.)

J107.9 Testing of fills.

Sufficient tests of the fill soils shall be made to determine the density and to verify compliance of the soil properties with the design requirements. This includes soil types and shear strengths in accordance with Section J111 Referenced Standards.

(Ord. 2019-0056 § 86, 2019.)

SECTION J108 SETBACKS

J108.1 General.

Cut and fill slopes shall be set back from the property lines in accordance with this Section. Setback dimensions shall be measured perpendicular to the property line and shall be as shown in Figure J108.1, unless substantiating data is submitted justifying reduced setbacks and reduced setbacks are recommended in a geotechnical engineering and engineering geology report approved by the Building Official.

(Ord. 2019-0056 § 87, 2019.)

J108.2 Top of slope.

The setback at the top of a cut slope shall be not less than that shown in Figure J108.1, or than is required to accommodate any required interceptor drains, whichever is greater. For graded slopes, the property line between adjacent lots shall be at the apex of the berm at the top of the slope. Property lines between adjacent lots shall not be located on a graded slope steeper than 5 units horizontal to 1 unit vertical (20-percent slope).

(Ord. 2019-0056 § 87, 2019.)

J108.3 Toe of fill slope protection.

The setback from the toe of a fill slope shall not be less than that shown by Figure J108.1. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the Building Official, shall be included. Examples of such protection may include but shall not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.

(Ord. 2019-0056 § 87, 2019.)

J108.4 Alternate setbacks.

The Building Official may approve alternate setbacks if he or she determines that no hazard to life or property will be created or increased. The Building Official may require an investigation and recommendation by a qualified engineer or Engineering Geologist to justify any proposed alternate setback.

(Ord. 2019-0056 § 87, 2019.)

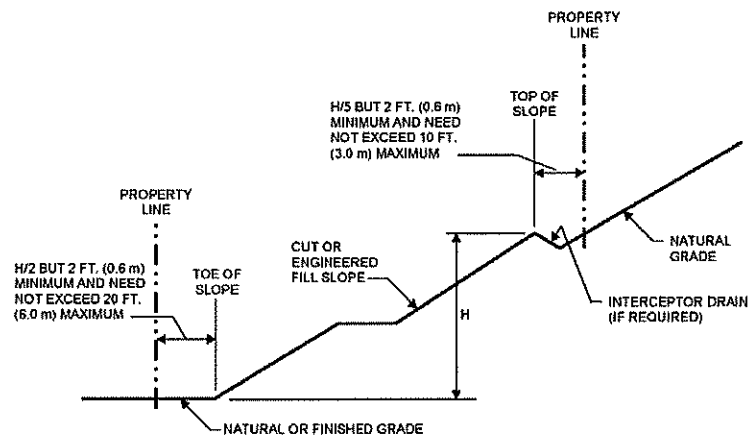


FIGURE J108.1
SETBACK DIMENSIONS

(Ord. 2019-0056 § 88, 2019.)

SECTION J109 DRAINAGE AND TERRACING

J109.1 General.

Unless otherwise recommended by a licensed Civil Engineer and approved by the Building Official, drainage facilities and terracing shall be provided in accordance with the requirements of Section J109.2 for all cut and fill slopes 3 units horizontal to 1 unit vertical (33-percent slope) and steeper.

For slopes flatter than 3 units horizontal to 1 unit vertical (33-percent slope) and steeper than 5 units horizontal to 1 unit vertical (20-percent slope), a paved swale or ditch shall be installed at 30 foot (9.1 m) vertical intervals to control surface drainage and debris. Swales shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Swales must be paved with reinforced concrete not less than 3 inches (0.08 m) in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an equivalent approved by the Building Official. Swales must have a minimum flow line depth of 1 foot (0.3 m) and a minimum paved width of 18 inches (0.5 m). Swales shall have a minimum gradient of not less than 5 percent. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade.

Exception: Mine sites covered by a conditional use permit and reclamation plan shall use drainage and terracing that conforms to the *Guidelines for Drainage and Erosion Control for Open-Pit Mines, Irwindale, California* in lieu of the requirements outlined in Section J109.

(Ord. 2019-0056 § 89, 2019.)

J109.2 Drainage terraces.

Drainage terraces not less than 8 feet (2.4 m) in width shall be established at not more than 30-foot (9.14 m) vertical intervals on all cut or fill slopes to control surface drainage and debris. When only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 100 feet (30.5 m) and up to 120 feet (36.6 m) in vertical height, one terrace at approximately mid-height shall be 20 feet (6.1 m) in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet (36.6 m) in height shall be designed by the Civil Engineer and approved by the Building Official. Suitable access shall be provided to permit proper cleaning and maintenance.

Drainage swales on terraces shall have a longitudinal grade of not less than 5 percent nor more than 12 percent and a minimum depth of 1 foot (0.3 m) at the flow line. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade. Drainage swales must be paved with reinforced concrete not less than 3 inches (0.8 m) in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an approved equal paving. Drainage swales shall have a minimum depth at the deepest point of 1 foot (0.3 m) and a minimum paved width of 5 feet (1.5 m). Drainage swales on terraces shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Downdrains or drainage outlets shall be provided at approximately 300 foot (91.4 m) intervals along the drainage terrace or at equivalent locations. Down drains and drainage outlets shall be of approved materials and of adequate capacity to convey the intercepted waters to the point of disposal as defined in Section J109.5.

(Ord. 2019-0056 § 89, 2019.)

J109.3 Interceptor drains and overflow protection.

Berms, interceptor drains, swales, or other devices shall be installed along the top of cut slopes to prevent surface waters from overflowing onto and damaging the face of a slope. Berms used for slope protection shall not be less than 12 inches (0.3 m) above the level of the pad and shall slope back at least 4 feet (1.2 m) from the top of the slope.

Interceptor drains shall be installed along the top of graded slopes greater than 5 feet in height receiving drainage from a slope with a tributary width greater than 30 feet (9.1 m), measured horizontally. They shall have a minimum depth of 1 foot (305 mm) and a minimum width of 3 feet (915 mm). The slope shall be approved by the

Building Official, but shall be not less than one unit vertical in 50 units horizontal (2-percent slope). The drain shall be paved with concrete not less than 3 inches (76mm) in thickness, or by other materials suitable to the application, and reinforced as required for drainage terraces. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the Building Official.

(Ord. 2019-0056 § 89, 2019.)**J109.4 Drainage Across Property Lines.**

Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by installation of nonerosive down drains or other devices.

(Ord. 2019-0056 § 89, 2019.)

J109.5 Disposal.

All drainage facilities shall be designed to convey waters to the nearest- practicable street, storm drain, or natural watercourse or drainage way approved by the Building Official or other appropriate governmental agency, provided that the discharge of such waters at that location will not create or increase a hazard to life or property. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Desilting basins, filter barriers, or other methods, as approved by the Building Official, shall be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains, or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipator may be required.

Building pads shall have a minimum drainage gradient of 2 percent toward an approved drainage facility or a public street unless otherwise directed by the Building Official. A lesser slope may be approved by the Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the Building Official finds such modification will not result in a hazard to life or property.

(Ord. 2019-0056 § 89, 2019.)

SECTION J110 SLOPE PLANTING AND EROSION CONTROL

J110.1 General.

The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall consist of effective planting, erosion control blankets, soil stabilizers, or other means as approved by the Building Official.

Exception:

1. Erosion control measures need not be provided on cut slopes not subject to erosion due to the erosion-resistant character of the materials, as approved by the Project Consultants to the satisfaction of the Building Official.

2. Mine sites covered by a conditional use permit and reclamation plan shall use the slope planting and erosion control measures that conforms to the *Guidelines for Drainage and Erosion Control for Open-Pit Mines, Irwindale, California* in lieu of the requirements outlined in Section J110.

Erosion control for the slopes shall be installed as soon as practicable and prior to calling for final inspection.(Ord. 2019-0056 § 90, 2019.)J110.2 Other Devices.

Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety.

(Ord. 2019-0056 § 90, 2019.)

J110.3 Planting.

The surface of all cut slopes more than 5 feet (1.5 m) in height and fill slopes more than 3 feet (0.9 m) in height shall be protected against damage from erosion by planting with grass or ground cover plants. Slopes exceeding 15 feet (4.6 m) in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet (3 m) on center, or trees, spaced at not to exceed 20 feet (6.1 m) on center; or a combination of shrubs and trees at an equivalent spacing, in addition to the grass or ground cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site.

Plant material shall be selected that will produce a coverage of permanent planting to effectively control erosion. Consideration shall be given to deep-rooted plant material needing limited watering, maintenance, high root to shoot ratio, wind susceptibility, and fire-retardant characteristics. All plant materials must be approved by the Building Official.

Planting may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, irrigation requirements, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative planting will provide a permanent and effective method of erosion control. Modifications to planting must be approved by the Building Official prior to installation.

(Ord. 2019-0056 § 90, 2019.)

J110.4 Irrigation.

Slopes required to be planted by Section J110.3 shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. Irrigation system plans shall be submitted to and approved by the Building Official prior to installation. A functional test of the system may be required.

For slopes less than 20 feet (6.1 m) in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet (15.2 m) is necessary for irrigation.

Irrigation requirements may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, plant types, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative irrigation method will sustain the proposed planting and provide a permanent and effective method of erosion control. Modifications for irrigation systems must be approved by the Building Official prior to installation.

(Ord. 2019-0056 § 90, 2019.)

J110.5 Plans and specifications.

Planting and irrigation plans shall be submitted for slopes that are required to be planted and irrigated pursuant to Sections J110.3 and J110.4. Except as otherwise required by the Building Official for minor grading, the plans for slopes 20 feet (6.1 m) or more in vertical height shall be prepared and signed by a Civil Engineer or Landscape Architect. If requested by the Building Official, planting and irrigation details shall be included on the grading plan.

(Ord. 2019-0056 § 90, 2019.)

J110.6 Rodent control.

Fill slopes shall be protected from potential slope damage by a preventative program of rodent control.

(Ord. 2019-0056 § 90, 2019.)

J110.7 Release of security.

The planting and irrigation systems required by this Section shall be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of the grading security, the planting shall be well established and growing on the slopes and there shall be evidence of an effective rodent control program.

(Ord. 2019-0056 § 90, 2019.)

J110.8 National Pollutant Discharge Elimination System (NPDES) compliance.

J110.8.1 General.

All grading plans and permits and the owner of any property on which such grading is performed shall comply with the provisions of this Section for NPDES compliance.

All best management practices shall be installed before grading begins or as instructed in writing by the Building Official for unpermitted grading as defined by Section J103.3. As grading progresses, all best management practices shall be updated as necessary to prevent erosion and to control construction-related pollutants from discharging from the site. All best management practices shall be maintained in good working order to the satisfaction of the Building Official until final grading approval has been granted by the Building Official and all permanent drainage and erosion control systems, if required, are in place. Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.2 Storm Water Pollution Prevention Plan (SWPPP).

The Building Official may require a SWPPP. The SWPPP shall contain details of best management practices, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to control construction-related pollutants that originate from the site as a result of construction-related activities. When the Building Official requires a SWPPP, no grading permit shall be issued until the SWPPP has been submitted to and approved by the Building Official.

For unpermitted grading as defined by Section J103.3 upon written request, a SWPPP in compliance with the provisions of this Section and Section 106.4.3 for NPDES compliance shall be submitted to the Building Official. Failure to comply with this Section is subject to "Noncompliance Penalties" per Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.3 Erosion and Sediment Control Plans (ESCP).

Where a grading permit is issued and the Building Official determines that the grading will not be completed prior to November 1, the owner of the site on which the grading is being performed shall, on or before October 1, file or cause to be filed with the Building Official an ESCP. The ESCP shall include specific best management practices to minimize the transport of sediment and protect public and private property from the effects of erosion, flooding, or the deposition of mud, debris, or construction-related pollutants. The best management practices shown on the ESCP shall be installed on or before October 15. The plans shall be revised annually or as required by the Building Official to reflect the current site conditions.

The ESCP shall be accompanied by an application for plan checking services and plan-checking fees in an amount determined by the Building Official, up to but not exceeding 10 percent of the original grading permit fee.

Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.4 Storm Water Pollution Prevention Plan (SWPPP), effect of noncompliance.

Should the owner fail to submit the SWPPP or the ESCP as required by Section J110.8, or fail to install the best management practices, it shall be deemed that a default has occurred under the conditions of the grading permit security. The Building Official may thereafter enter the property for the purpose of installing, by County forces or by other means, the drainage, erosion control, and other devices shown on the approved plans, or if there are no approved plans, as the Building Official may deem necessary to protect adjoining property from the effects of erosion, flooding, or the deposition of mud, debris, or constructed-related pollutants.

The Building Official shall also have the authority to impose and collect the penalties imposed by Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.5 Noncompliance penalties.

The amount of the penalties shall be as follows:

1. If a SWPPP or an ESCP is not submitted as prescribed in Sections J110.8.2 and J110.8.3:

Grading Permit Volume	Penalty
1-10,000 cubic yards (1-7645.5 m ³)	\$50.00 per day
10,001-100,000 cubic yards (7646.3-76455 m ³)	\$250.00 per day
More than 100,000 cubic yards (76455 m ³)	\$500.00 per day

2. If the best management practices for storm water pollution prevention and wet weather erosion control, as approved by the Building Official, are not installed as prescribed in this Section J110.8:

Grading Permit Volume	Penalty
1-10,000 cubic yards (1-7645.5 m ³)	\$100.00 per day
10,001-100,000 cubic yards (7646.3-76455 m ³)	\$250.00 per day
More than 100,000 cubic yards (76455 m ³)	\$500.00 per day

NOTE: See Section 108 for inspection request requirements.

(Ord. 2019-0056 § 90, 2019.)

SECTION J111 REFERENCED STANDARDS

These regulations establish minimum standards and are not intended to prevent the use of alternate materials, methods, or means of conforming to such standards, provided such alternate has been approved by the Building Official.

The Building Official shall approve such an alternate provided they determine that the alternate is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, durability, and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims regarding the alternate.

The standards listed below are recognized standards. Compliance with these recognized standards shall be prima facie evidence of compliance with the standards set forth in Sections J104 and J107.

ASTM D 1557 - Latest Revision	Laboratory Characteristics Compaction of Soil Using Modified Effort	J107.5
ASTM D 1556 - Latest Revision	Density and Unit Weight of Soils In Place by the Sand Cone Method	J104.2.3, J104.3 and J107.9
ASTM D 2167 - Latest Revision	Density and Unit Weight of Soils In Place by the Rubber Balloon Method	J104.2.3, J104.3 and J107.9
ASTM D 2937 - Latest Revision	Density of Soils in Place by the Drive Cylinder Method	J104.2.3, J104.3 and J107.9
ASTM D 2922 - Latest Revision	Density of Soil and Soil Aggregate In Place by Nuclear Methods	J104.2.3, J104.3 and J107.9
ASTM D 3017 - Latest Revision	Water Content of Soil and Rock in Place by Nuclear Methods	J104.2.3, J104.3 and J107.9

Guidelines for Above-Water Backfilling of Open Pit Mines, Irwindale, California, Irwindale Drainage and Erosion Control Committee, November 23, 2005

Guidelines for Drainage and Erosion Control for Open Pit Mines, Irwindale, California, Irwindale Drainage and

Erosion Control Committee, July 6, 2004

Guidelines for Underwater Backfilling of Open Pit Mines, Irwindale, California, Irwindale Drainage and Erosion Control Committee, May 20, 2005

Guidelines for Stability Analyses of Open-Pit Mine Slopes, Irwindale, California, Irwindale Slope Stability Committee, December 24, 2003

Irwindale Mining Bulletin No.1, Settlement of Mine Backfills, November 22, 2022

(Ord. 2019-0056 § 91, 2019.)

Electronic Payments

Successor Agency

December 2022

December 1 - 31, 2022



Number	Vendor Name	Date	Amount
5232294	2006 TA Ref Prty Bd	12/1/2022	1,853,323.75
5231625	2014 TA Rfdg Pty Bd	12/1/2022	42,675.00
5291005	2005 Txble Hsg Tax Allocation Prty Bond	12/15/2022	174,748.00
5291301	2014 Txble Hsg Tax Allocation	12/15/2022	19,684.38
	Report Total:		<u>2,090,431.13</u>